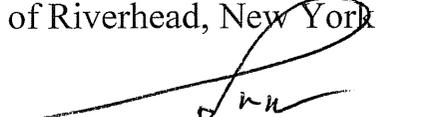


WAIVER OF NOTICE AND CONSENT  
OF SPECIAL MEETING

We, the Undersigned, being all members of the Riverhead Town Board of the Town of Riverhead, County of Suffolk, and State of New York, do hereby waive notice of the time, place, date and purpose of a meeting of the Town Board of the Town of Riverhead, to be held at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York at 3:30 p.m. on the 2nd day of September, 2010 and do consent to the holding of such meeting for the purpose of the following:

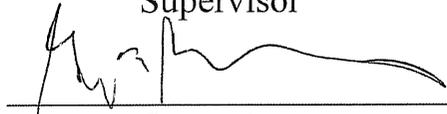
Dated: September 2, 2010  
Media Notified by  
Supervisor

TOWN BOARD MEMBERS  
of Riverhead, New York



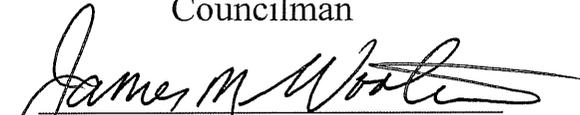
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Supervisor



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Councilman



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Councilman

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Councilman



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Councilwoman

TOWN OF RIVERHEAD

Resolution # 678

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH THE RIVERHEAD CENTRAL SCHOOL DISTRICT TO PROVIDE MUTUAL AID AND ASSISTANCE DURING DISASTERS**

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

**WHEREAS**, the Town of Riverhead (Town) and the Riverhead Central School District (District) are desirous of providing aid and assistance to Town taxpayers during disasters, either natural or manmade; and

**WHEREAS**, the Town and the District agree that the health and well being of the community will best be protected through the concerted efforts of governmental entities, districts, and agencies; and

**WHEREAS**, the Town and the District agree that the promotion and coordination of this assistance through this Agreement is desirable for the effective and efficient provision of mutual aid and assistance in order to prevent, minimize, repair, and alleviate injury or damage resulting from any such disaster.

**NOW, THEREFORE, BE IT RESOLVED** that the Supervisor is hereby authorized to execute an intermunicipal agreement with the Riverhead Central School District in substantially the form annexed hereto; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Riverhead Central School District, 700 Harrison Avenue, Riverhead, New York 11901 and 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 ABSENT  
Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**INTERMUNICIPAL AGREEMENT  
FOR EMERGENCY PREPAREDNESS AND EVACUATION  
PROCEDURES AND PROVISIONS  
BETWEEN**

**THE TOWN OF RIVERHEAD AND RIVERHEAD CENTRAL SCHOOL DISTRICT**

This Agreement, made and entered into this 2nd day of September 2010, by and between the Town of Riverhead, a municipal corporation of the State of New York, hereinafter referred to as "Town" with offices for the transaction of business located at 200 Howell Avenue, Riverhead, NY and Riverhead Central School District with offices for the transaction of business located at 700 Osborne Avenue, Riverhead, NY hereinafter referred to as "District".

**WITNESSETH:**

**WHEREAS**, the governing bodies of the Town and District are desirous of providing aid and assistance to our taxpayers when the threat of a disaster, either natural or manmade, including tropical storms, hurricanes and nor'easters, threaten the Riverhead Area and the Town recommends or orders "Evacuation" or declares a "State of Emergency".

**WHEREAS**, the Town and District agree that concerted efforts of the Town and District are required to implement evacuation procedures and provisions to protect the health and well-being of the community.

**WHEREAS**, the promotion and coordination of this assistance through this Agreement is desirable for the effective and efficient provision of aid and assistance such that injury or damage from any such disaster may be prevented, minimized or alleviated.

**WHEREAS**, the Town has researched town records and determined that approximately 1500 residents reside in structures which pre-date the provisions of the New York State Building Code designed to prevent significant and catastrophic damage to residential structures caused by hurricane-force winds and rains with potential flooding and nor'easters with high winds, rain, snow and ice and therefore are vulnerable to damage risking the safety of the inhabitants.

**WHEREAS**, the Town seeks to utilize District property during periods of "Evacuation" due to impending and/or forecasted disasters and declared "State of Emergencies" to temporarily shelter Town residents forced to leave their homes due to the potential or realized health and safety issues caused or created by the emergency or disaster.

**WHEREAS**, in addition, as many of the 1500 residents identified above are elderly and do not have transportation to travel to a shelter, the Town seeks to utilize District buses and drivers to transport these residents to and from designated locations to the shelter.

**WHEREAS**, the Town and District will coordinate staff, including but not limited to Town police, fire, engineering and highway personnel and District security, mechanical (bus garage), and food service personnel to ensure the health, safety and welfare of all individuals being transported to and from and seeking shelter at District-owned property.

**WHEREAS**, this Agreement recognizes and does not supersede present and future mutual aid agreements or intermunicipal agreements among the signatories of this Agreement.

**WHEREAS**, this Agreement does not limit any party jurisdiction's ability to enter into mutual aid agreements in the future with neighboring municipalities, local or regional government entities, emergency response organizations and public health departments/agencies.

**WHEREAS**, this Agreement does not limit any parties' right to apply for any type of state or federal emergency assistance and seek reimbursement for services performed and costs incurred in performing the tasks identified in this Agreement.

**NOW, THEREFORE**, the Town and District agree as follows:

1. The Town and District agree that for purposes of this Agreement the Supervisor of the Town of Riverhead shall be vested with the sole and exclusive authority to recommend or order "Evacuation" and declare a "State of Emergency". The recommendation or order for "Evacuation" and "State of Emergency" shall include natural or man-made disasters.
2. The Town and District shall each designate an authorized representative in accordance with this Agreement. The authorized representative of the Town may request the assistance of the District by contacting the authorized District representative. The authorized representative of the District may authorize the following aid:
  - a. The District shall permit use of District property located at 700 Osborne Avenue, Riverhead, NY and commonly known as "Riverhead High School" for the limited purpose of sheltering Town residents during a state of emergency due to forecast or realized natural or man-made disasters.
  - b. The District shall permit use of the District buses and arrange for District personnel to operate the buses for the limited purpose of transporting residents to and from designated locations within the Town, described in Exhibit "A" annexed hereto and made part hereof, and the District property. In addition, upon notification from the Town of a forecasted or predicted disaster of a magnitude likely to result in the state of emergency, the District shall fuel a sufficient number of buses to mitigate time and complications which may arise due to the lack of electricity required to operate fueling stations and alleviate the need for generator power to fuel the buses.
  - c. The District shall arrange security and/or custodial personnel to assist with the use of the District property.
  - d. The District may designate such other personnel necessary to efficiently and effectively respond to the state of emergency, assist in transportation of residents, and coordinate any and all aspects of the use of District property for shelter.
3. The Town and District agree that in exchange for the aid set forth in provisions 2 (a)-(d) above, the Town shall provide the following:

- a. The Town shall deliver and install, with assistance of District personnel, a 25-KiloWatt generator at the District property and such other available and necessary equipment required to operate the shelter. The Town agrees to maintain the generator and the District agrees to allow the generator to be placed on District property and to provide such electricity as needed for the operation of the generator.
  - b. The Town shall provide police personnel to assist with the order and security of use of the District property as and for a temporary shelter.
  - c. The Town shall provide Engineering and Building & Grounds personnel to assist with the delivery of necessary equipment, movement of furniture, and installation of temporary equipment which may be required to provide shelter on District property.
  - d. Town personnel shall follow the management protocol and procedures of the District at all times while on District property.
4. The Town and District agree that either Town or District may contract for emergency response services, i.e. American Red Cross, to assist in the operation of the shelter and, in the event any such agreement/contract provides for management of the operation of the shelter, the Town and District shall follow the management protocol and procedures of the emergency response organization and offer such support as may be requested by said emergency response organization.
  5. The Town and District agree that the District's Agreement with the Red Cross, dated February 13, 2009, shall supercede this Agreement the event the Red Cross requires use of the District's facilities during an emergency. In the event of any conflict between the terms of this Agreement and the terms of the District's Agreement with the Red Cross, the terms of the District's Agreement with the Red Cross shall prevail.
  6. The Town and District agree that the provisions of this Agreement shall only apply to requests for assistance made by and to the authorized representative of each entity.
  7. The Town and District agree that requests for assistance may be made verbally or in writing; and, if verbal, the request shall be confirmed in writing at the earliest possible date, but no later than 5 calendar days following the verbal request. In addition, written requests shall provide the following information: a description of the function for which assistance is needed; the amount or type of personnel, equipment, material, services or supplies and other resources needed and an estimated length of time the items will be needed; and, the specific place and time for the staging of the District's response and at point of contact at the location.
  8. The Town and District recognize that especially during an emergency, the requirements for the protection of the public health and safety may require work, services and supplies beyond that contained either in oral or written requests. Nothing in this Agreement should be construed to limit the ability of either the Town or District and its personnel to respond in any manner necessary for the preservation of the public health and safety. To the extent such services or supplies are extended, the provisions of this Agreement shall apply.

9. The Town and District agree that this provision of aid and assistance is voluntary. Neither the Town nor District shall be required to deplete its own resources.
10. The Town and District agree that to the extent assistance is to be provided under this Agreement, the District shall determine the extent of assistance and same may be recalled at the sole discretion of the District; provided however, that the Town shall determine the scope of services to be delivered by the District.
11. The Town and District agree that employees (referred to as personnel above) shall remain employees of the Town or District, as the case may be, at all times. The employees designated by the Town or District to participate and aid in the emergency relief shall continue under the command and control of their regular supervisors. The Town and District shall be responsible for its own employees' wages, benefits and similar obligations. If applicable, the Town and District shall provide for the payment of workers compensation and death benefits to the personnel of its own jurisdiction.
12. The Town and District agree that the Town shall reimburse the District for the cost of all fuel required to transport residents to and from designated locations within the Town and the District property. In addition, the Town and District agree that the Town shall reimburse the District for salary of all personnel designated and employed to assist with the emergency relief.
  - a. The costs for District personnel's time required to undertake the services identified above shall be payable by the Town at the actual rate incurred by the District and as stated in the labor contract in effect on the date of the rendition of services. The District and Town agree that all efforts shall be made to perform the required services within District personnel contracted hours, however, in the event an employee is required to work on overtime, the District shall be reimbursed at the District employee(s) overtime rate.
  - b. The Town and District agree that in any fiscal year the District provides service and seeks reimbursement for fuel, utilities, water and food costs or personnel, the District shall keep appropriate records of the services performed, costs incurred, and reimbursements and contributions received. Such records shall be available for, and shall be subject to audit as is otherwise required by law for municipal financial records. Such records shall also be summarized in a financial statement that will be issued to the Town upon request.
  - c. The District shall prepare and present an itemized voucher for payment on an approved form supplied by the Town for such purposes.
13. The Town and District shall each either maintain commercial comprehensive general liability policies or shall maintain self-insured liability loss exposures. Each party shall provide to the other a copy of current certificates of insurance. Any lapse in coverage shall be grounds for immediate termination of this Agreement.

- a. To the extent permitted by law, the Town and District agree that it shall protect, indemnify and hold harmless the other and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of and resulting from the acts or omissions or the negligence of the other party in connection with the services described or referred to in this Agreement. Each party shall defend the other and its officers, officials, employees, agents and other persons in any suit, including appeals, or at a party's option, pay reasonable attorneys' fees for defense of any such suit arising out of the acts or omissions or negligence of the other party, its officers, officials, employees, or agents, if any, in connection with the services described or referred to in this Agreement.
  - b. Each party shall cooperate with the other in connection with the investigation, defense, or prosecution of any action, suit or proceeding in connection with this Agreement.
  - c. The Town and District, by entering into this agreement, have not waived any governmental immunity or limitation of damages which may be extended by operation of law.
  - d. The provisions of this Section shall survive the termination of this Agreement.
14. The Town and District agree that any communication, notice, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing, except as set forth in paragraph 6 above, and delivered to the other party or its designated representative at the following addresses or at such other address that may be specified in writing by the parties:

By Personal Delivery and First Class Mail; or First Class and Certified Mail, Return Receipt Requested; or by Nationally Recognized Overnight Courier Service or Fax transmittal or Email:

For the Town of Riverhead:

Sean Walter, as Supervisor for Town of Riverhead and Commissioner of  
the Town of Riverhead Police Department

200 Howell Avenue

Riverhead, New York 11901

Email: walter@riverheadli.com

Fax No. (631)727-6712

With a copy to the Office of the Town Attorney at the same address:

Attention: Dawn C. Thomas, Town Attorney

Email: thomas@riverheadli.com

Fax No. (631) 727-6152

For the Riverhead Central School District:

Michael Ivanoff, Assistant Superintendent for Business

Riverhead Central School District

700 Osborne Avenue

Riverhead, New York 11901

With a copy to:

Christopher Venator, Esq.

Ingerman Smith, LLP.

150 Motor Parkway, Suite 400

Hauppauge, New York 11788

15. In the event either the Town or District receives a notice of claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to any legal action or proceeding related to this Agreement, it shall immediately deliver to the other party, and to the Office of the Town Attorney and Christopher Venator, Esq., counsel for the District, at the addresses set forth above, copies of all papers filed by or against it.
16. The Town and District agree that any communication or notice regarding termination of this Agreement shall be in writing and shall be given to the Town or District at the addresses set forth above and must be delivered as set forth in paragraph 13 above.
17. This Agreement shall remain in effect for one (1) year from the date of execution. The Agreement may be renewed for successive one (1) year terms upon the mutual written agreement of the parties. Either party may withdraw from this agreement by sending 30 days written notice to all parties.
18. This Agreement, together with Schedule "A", represents the entire and integrated agreement between the Town and the District and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Town and District.

19. No waiver shall be inferred from any failure or forbearance by the County or Town to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.
20. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County; New York or the United States District Court for the Eastern District of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.

TOWN OF RIVERHEAD

RIVERHEAD CENTRAL SCHOOL DISTRICT

\_\_\_\_\_  
Sean M. Walter, Supervisor

\_\_\_\_\_  
President, Board of Education