

09.08.2010

REGULAR TOWN BOARD RESOLUTION LIST

- Res. #679 Authorizes the Town of Riverhead to Direct Travis Keller to Cut the Grass to a Height Which Does Not Exceed More Than Ten (10) Inches at the Premises Known as 1117 Northville Turnpike, Riverhead, New York 11901, a/k/a SCTM #0600-084.00-03-008.00, Pursuant to Riverhead Town Code Chapter 96
- Res. #680 Amends the Purpose of Original Acquisition for SCTM #0600-12-3-1 and SCTM #0600-41-1-17.1 to Include a Plan to Provide Public Access and to Make Improvements to the Subject Parcels for Passive Recreation Use
- Res. #681 Appoints the Law Firm Smith, Finkelstein, Lundberg, Isler and Yakaboski as Special Counsel in the Matter Amy L. Csorny, Et Al V. Town of Riverhead, Et Al., and Authorizes the Supervisor to Execute a Retainer Agreement Regarding Same
- Res. #682 Authorizes Town Supervisor to Execute Contract with Riverhead Fire District Re: Property at Intersection of Northville Turnpike and County Route 105
- Res. #683 Authorizes the Supervisor to Execute an Amended Agreement for Placement of Commemorative Items at Grumman Memorial Park
- Res. #684 Authorizes the Supervisor to Execute a Renewal Agreement with Nextiraone, LLC, d/b/a Black Box Network Services for Telephone Maintenance
- Res. #685 Authorizes Retainer Agreement with the Law Firm of Jaspán Schlesinger LLP
- Res. #686 1117 Northville Turnpike Chapter 96 Budget Adoption
- Res. #687 Authorizes Town Clerk to Publish and Post Notice for Public Hearing Regarding Community Development Block Grant ("CDBG") 2011 Funds
- Res. #688 Web-Site Reconstruction & Maintenance Consultant Fee

- Res. #689 General Fund Insurance Recovery Budget Adjustment
- Res. #690 Ratifies the Approval of the Chapter 90 Application of Jaral East End Hotel Corp. A/K/A Hotel Indigo (September 3, 2010 through September 6, 2010)
- Res. #691 Authorizes Town Clerk to Post and Publish Notice to Bidders for DowFlake Xtra Calcium Chloride or Approved Equal
- Res. #692 Authorizes the Supervisor to Execute Addendum to Professional Services Agreement with Milliman, Inc. for Actuary Services
- Res. #693 Recreation Department Budget Adjustment
- Res. #694 Authorization to Discard Fixed Assets
- Res. #695 Appoints a Senior Citizen Aide (Daryl Sulzer)
- Res. #696 Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Locate on the North Side of Sound Avenue, Jamesport, NY and Appoints Special Counsel
- Res. #697 Appoints a Call-In Park Attendant II to the Recreation Department (Ryan Collier)
- Res. #698 Appoints an Assistant Recreation Leader Level I to the Recreation Department (Brian Letourneau)
- Res. #699 Appoints a Recreation Aide II Level I to the Recreation Department (Michael Napoli)
- Res. #700 Authorizes Reimbursement to Riverhead Fire District
- Res. #701 Authorizes Town Clerk to Publish and Post a Public Notice to Consider the Riverhead Water District's Purchase of Property Described as SCTM #0600-84-1-P/O18.2
- Res. #702 Authorizes Town Clerk to Publish and Post a Public Notice to Authorize the Town of Riverhead Water District to Transfer Property Described as SCTM #0600-125-1-P/O 4.2 to the Town of Riverhead

- Res. #703 Support for the Geographic Information System (GIS) Program at
Stony Brook Southampton
- Res. #704 Authorizes Town Clerk to Publish & Post Notice to Bidders for Water
Service Materials
- Res. #705 Appoints a Hearing Officer
- Res. #706 Pays Bills
- Res. #707 Authorizes Supervisor to Sign NYS Housing Trust Fund Corporation
Grant Contract for NY Main Street Program
- Res. #708 Authorizes the Supervisor to Execute Lease Agreements for Cellular
Tower Sites with Beacon Wireless, LLC and Suffolk Wireless, LLC
- Res. #709 Resolution to Adopt a Policy Restricting the Use of Virtual Globe
Map and Geographic Information Programs

TOWN OF RIVERHEAD

RESOLUTION # 679

AUTHORIZES THE TOWN OF RIVERHEAD TO DIRECT TRAVIS KELLER TO CUT THE GRASS TO A HEIGHT WHICH DOES NOT EXCEED MORE THAN TEN (10) INCHES AT THE PREMISES KNOWN AS 1117 NORTHVILLE TURNPIKE, RIVERHEAD, NEW YORK, 11901, a/k/a SCTM # 0600-084.00-03-008.00, 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 August 11, 2010, and Riverhead Town Investigator (CEO) Richard Downs also observed on August 23, 2010, the accumulation of high weeds and grass in excess of ten (10) inches in height at premises known as 1117 Northville Turnpike, Riverhead, New York, 11901, SCTM # 0600-084.00-03-008.00, owned by Travis Keller, 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 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 August 21, 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 1117 Northville Turnpike, Riverhead, New York 11901, also known as SCTM # 0600-084.00-03-008.00, owned by Travis Keller; 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 Travis Keller, 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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 680

**AMENDS THE PURPOSE OF ORIGINAL ACQUISITION FOR
SCTM #0600-12-3-1 AND SCTM #0600-41-1-17.1 TO INCLUDE A PLAN TO
PROVIDE PUBLIC ACCESS AND TO MAKE IMPROVEMENTS TO THE
SUBJECT PARCELS FOR PASSIVE RECREATION USE**

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 amending the purpose of the original acquisition for SCTM #0600-12-3-1 and SCTM #0600-41-1-17.1 to include a plan to provide public access and to make improvements to the subject parcels for passive recreation use and utilize community preservation funds to make the necessary improvements in an amount not to exceed \$75,000.00; and

WHEREAS, a public hearing was held on the 17th day of August, 2010 at 7:10 o'clock p.m. at George Young Community Center, South Jamesport Avenue, Jamesport, 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 the two aforementioned parcels be improved with community preservation funds for passive recreation use, to wit: mowed pathway, kiosk stations along the pathway to provide information about existing habitats/species, benches, low maintenance plantings, bicycle rack and pervious parking area for no more than six vehicles; 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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution #681

APPOINTS THE LAW FIRM SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI AS SPECIAL COUNSEL IN THE MATTER AMY L. CSORNY, ET AL V. TOWN OF RIVERHEAD, ET AL., AND AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT REGARDING SAME

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board has been names as a defendant in an action commenced in the US District Court, by Amy L. Csorny, et al regarding beach front property rights at Wading River; and

WHEREAS, the Town Board has determined that it would be appropriate to appoint special counsel to handle this matter,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby retains the Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP to act as legal counsel in connection with the above mentioned litigation; and be it further

RESOLVED, that the Town Board hereby authorizes Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP to initiate a counter claim on behalf of the Town of Riverhead and to seek injunctive relief should it be deemed necessary, and be it further

RESOLVED, that the Supervisor is hereby authorized to execute the attached retainer agreement and the Town Clerk is hereby directed to forward a copy of this resolution and executed agreement to Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, PO Box 389, 456 Griffing Avenue, Riverhead, NY, the Town Attorney and the Financial Administrator; and be it further

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

THE VOTE

Giglio Yes No Gabrielson Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

RETAINER AGREEMENT

AGREEMENT made this ____ day of September 2010, by and between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (hereinafter the Town), and Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901 (hereinafter the Firm), pursuant to Resolution # _____ of the Town Board adopted on _____ as follows:

1. The Town retains the Firm to provide the legal services described in said resolution.
2. The Town agrees to pay the Firm at an hourly rate of \$175 an hour for partners; \$175 an hour for associates and \$85 an hour for paralegals.
3. The Town shall reimburse the Firm for actual disbursements.

TOWN OF RIVERHEAD

By: _____
Sean Walter
Town Supervisor

Smith, Finkelstein, Lundberg,
Isler and Yakaboski, LLP

By: _____
FRANK A. ISLER

TOWN OF RIVERHEAD

Resolution # 682

**AUTHORIZES TOWN SUPERVISOR TO EXECUTE CONTRACT WITH RIVERHEAD
FIRE DISTRICT RE: PROPERTY AT INTERSECTION OF NORTHVILLE TURNPIKE
AND COUNTY ROUTE 105**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Riverhead Town Board, as governing body of the Riverhead Water District, has held proceedings to consider the construction of a well and pertinent facilities known as Plant 17 to be constructed at property of the Riverhead Fire District located at the intersection of Northville Turnpike and County Route 105, Riverhead, Suffolk County, New York, and

WHEREAS, a contract of sale between the Riverhead Fire District and Riverhead Water District has been prepared as attached hereto as Exhibit A, and

WHEREAS, the Riverhead Town Board has adopted the necessary proceedings as the governing body of the Riverhead Water District to cause the acquisition of property and construction of the well.

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute the attached contract of sale, and

BE IT FURTHER RESOLVED, that the Town Clerk forward a certified copy of this resolution to the Riverhead Fire District; Office of the Town Attorney and Richard Ehlers.

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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

CONTRACT OF SALE
PURSUANT TO SECTION 72-h GENERAL MUNICIPAL LAW

WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH").

CONSULT YOUR LAWYER BEFORE SIGNING IT.

NOTE: FIRE AND CASUALTY LOSSES: This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

Date: **CONTRACT OF SALE** made as of the _____ day of July, 2010

Parties: **BETWEEN** Riverhead Fire District, a Municipal Corporation
With offices at: 540 Roanoke Avenue, Riverhead, New York 11901
hereinafter called "SELLER," who agrees to sell, and

Riverhead Water District, a Municipal Corporation
With offices at: 200 Howell Avenue, Riverhead, New York 11901

Hereinafter called "PURCHASER," who agrees to buy

Premises: The property, including all buildings and improvements thereon (the "PREMISES") (more fully described on a separate page marked "Schedule A") and also known as:

Street Address: Northwest corner of the intersection of CR 105 and Northville Turnpike, Aquebogue, New York (Vacant Land)

Tax Map Designation: p/o 0600-044.00-02.00-010.003

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

Personal Property: ~~The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to the following: plumbing and plumbing fixtures, washer, dryer, dishwasher, refrigerator.~~

PREMISES IS BEING SOLD "AS IS" EXCEPT OTHERWISE PROVIDED HEREIN EXCLUDED FROM SALE:

VACANT LAND

Purchase
Price:

1. a. The purchase price is \$ 161,000.00

Payable as follows:

On the signing of this contract, by check subject to
collection: \$ 16,100.00

By allowance for the principal amount still unpaid
on EXISTING MORTGAGE(S):

By a Purchase Money Note and Mortgage from
PURCHASER (or assigns) to SELLER: \$ 144,900.00
BALANCE AT CLOSING

b. If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it will remain subject to the prior lien of any EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on the standard form by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fees in the amount of \$500.00 for its preparation.

c. If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in Paragraph 2, then the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

d. ~~If there is a mortgage escrow account that is maintained for the purpose of paying taxes or insurance, etc., SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.~~

Existing
Mortgage(s):

~~2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows:~~

~~Mortgage now in the unpaid principal amount of \$ _____ and interest at the rate of _____ percent per year, presently payable in installments of \$ _____, which include principal, interest, and with any balance of principal being due and payable on _____.~~

~~SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.~~

Acceptable
Funds:

3. All money payable under this contract, unless otherwise specified, shall be either:

- a. Cash, but not over one thousand (\$1,000.00) Dollars ;
- b. Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney;
- c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of FIVE HUNDRED dollars (\$500.00); or

d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

*"Subject to"
Provisions:*

4. The PREMISES are to be transferred subject to:
- a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
 - b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
 - c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
 - d. Any state of facts an accurate survey might show provided same does not render title unmarketable.
 - e. A reverter to the Riverhead Fire District at such time that the demise premises is no longer dedicated to a municipal/government use or purpose provided that the Riverhead Fire District owns the adjoining parcel and the Riverhead Fire District pays the Riverhead Water District an agreed upon market value or a value set by the American Arbitration Association or its successor if a value cannot be agreed upon by the parties.

*Title
Company
Approval:*

5. SELLER shall give and PURCHASER shall accept such title as **any reputable title company doing business in the State of New York** will be willing to approve and insure in accordance with the standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

*Closing
Defined and
Form of
Deed:*

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a **Bargain and Sales with Covenants Against Grantor's Acts** deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.

If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed; and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that section.

*Closing Date
and Place:*

7. CLOSING will take place at the office of **Jonathan D. Brown, Esq., 737 Roanoke Avenue, Riverhead, New York 11901 on or about September __, 2010**

Broker:

8. The parties hereby represent and warrant that they have not dealt with any broker in connection in this transaction.

*Streets and
Assignment
of Unpaid
Awards:*

9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

*Mortgagee's
Certificate or
Letter as to
Existing
Mortgage(s):*

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than _____ () days before CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest. SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than _____ () days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

Compliance with State and Municipal Department Violations and Orders: Omit if the Property is not in the City of New York:

Installment Assessment:

Apportionments:

Water Meter Readings:

Allowance for Unpaid Taxes, etc.:

Use of Purchase Price to Pay Encumbrances:

Affidavit as to Judgments, Bankruptcies, Etc.:

Deed Transfer and Recording Taxes:

Purchaser's Lien:

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

13. The following are to be apportioned as of 12:00 a.m. of the day before CLOSING: (a) Rents as and when collected. (b) ~~Interest on EXISTING MORTGAGE(S).~~ (c) ~~Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING.~~ (d) Taxes, water charges and sewer rents, on the basis of the fiscal lien (December 1 to November 30) period for which assessed. (e) Fuel, if any. (f) ~~Vault charges, if any.~~

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the proceeding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than seven (7) days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than seven (7) business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

16. If there is anything else affecting the sale of which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit money with the title insurance company employed by PURCHASER and required by it to assure its discharge; but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

*Seller's
Inability to
Convey
Limitation of
Liability:*

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title; (ii) any appropriate additional searches made in accordance with this contract; and (iii) survey and survey inspection charges. Upon such refund and payment, this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.

*Condition of
Property:*

21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

*Entire
Agreement:*

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon statements made by anyone else that is not set forth in this contract.

*Changes
Must be in
Writing:*

23. This contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

*Singular Also
Means
Plural:*

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

Riverhead Fire District

BY: Dennis Hamill / ID Number

Riverhead Water District

BY: Sean M. Walter / ID Number

SCHEDULE A

ALL that certain plot, piece or parcel of land situate, lying and being at Aquebogue in the Town of Riverhead, County of Suffolk and State of New York depicted on the attached sketch. Subject to a metes and bounds description to be prepared prior to closing.

Together with a 200 foot diameter easement as depicted on a drawing entitled "Plant NØ. 17 Site Plan" by H2M Engineers last modified August 9, 2010 attached hereto.

The sanitary easement agreement would limit the activities the property owner would be able to conduct in this area including discharging of various wastes to the ground, usage of hazardous or restricted chemicals, or surface application of wastewater or sludge. Please note that this sanitary easement will not prevent property owners from any type of normal activities such as building decks, driveways, pools, sheds, etc.

PROPOSED WELL SITE CURRENTLY
PART OF RIVERHEAD FIRE DISTRICT
PROPERTY.

LAND OF
RIVERHEAD FIRE DISTRICT

AREA OF SITE:
2.00± ACRES
S.C.T.M. No.:
0600-044-02-p/o 010.3

APPROXIMATE LOCATION
OF WELL

COUNTY OF SUFFOLK
RECHARGE BASIN

EXISTING 12" C.L.D.I.
WATER MAIN

5050'± TO
DOCTORS PATH

NORTHVILLE
(C.R. 43)

TURNPIKE

TOWN OF RIVERHEAD
DEVELOPMENT RIGHTS

DRIVE

2600'±
SOUND

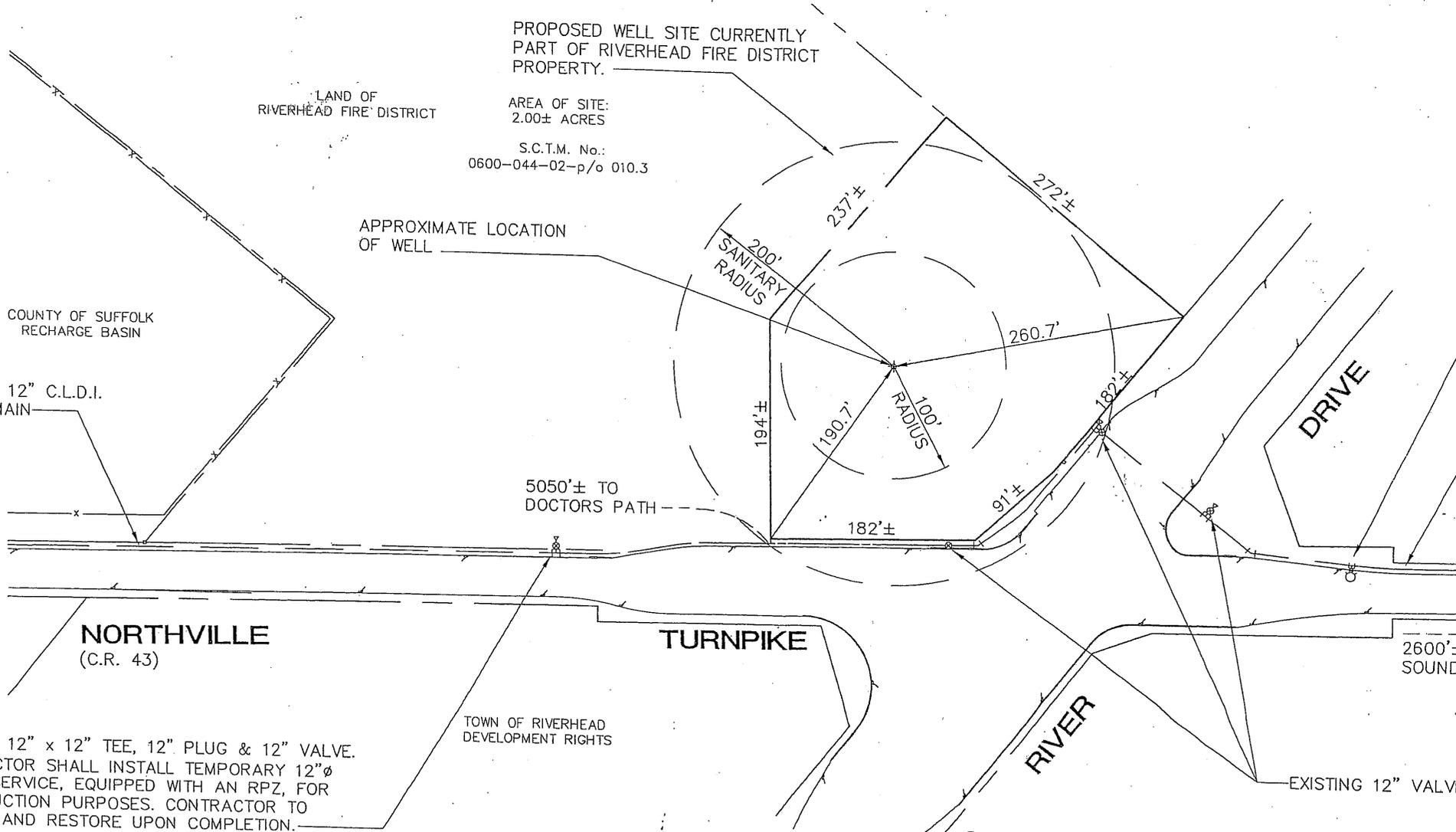
RIVER

CROSS
(C.R. 105)

EXISTING 12" VALVE

PLAN
SCALE: 1" = 100'

EXISTING 12" x 12" TEE, 12" PLUG & 12" VALVE.
CONTRACTOR SHALL INSTALL TEMPORARY 12"Ø
WATER SERVICE, EQUIPPED WITH AN RPZ, FOR
CONSTRUCTION PURPOSES. CONTRACTOR TO
REMOVE AND RESTORE UPON COMPLETION.



**VACANT LAND RIDER TO CONTRACT OF SALE
DATED THE ____ DAY OF July, 2010
BETWEEN RIVERHEAD FIRE DISTRICT, SELLER,
RIVERHEAD WATER DISTRICT, PURCHASER**

1. In the event of any inconsistency between the provisions of this Rider and those contained in the printed Contract of Sale (the "Contract") to which this Rider is annexed, the provisions of this Rider shall govern and be binding. The Contract and the Rider constitute the agreement (the "Agreement") between the parties hereto.

2. The Seller has not made, and, except as expressly set forth herein, does not make any representations to the physical condition, income, expense, taxes, operation or any other matter or thing affecting or related to the Premises. The Purchaser expressly acknowledges that no representations have been made other than those set forth on the date of Closing.

3. Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser and all of which are true as of the date hereof and which will be true on the date of the Closing:

A. Seller is the sole owner of a good, marketable and insurable fee simple title to all of the Premises.

B. The Premises is free from special taxes or assessments, and Seller has received no notice of any pending or contemplated special tax or assessment.

C. No options or other contracts are outstanding which give or grant to any person, firm or entity, any rights in or rights to acquire any interest in the Premises or any part thereof.

D. No tenant, concessionaire or licensee is a party to any lease or other agreement which grants to any person any rights or estate in the Premises, or any rights to use or possession of any part thereof.

E. Seller is not in violation of, and has not received notice of the violation of, any applicable building, zoning, or other ordinances, resolutions, statutes or regulations of any government or governmental agency, including but not limited to environmental control agencies, mortgages or Insurance Board of Underwriters, in respect to the use, maintenance, or condition of the Premises or any part thereof.

F. There are no condemnation proceedings against the Premises, or any part thereof, and the Seller has received no notice, oral or written, of the desire

of any public authority or other entity to take or use the Premises or any part thereof, except as set forth in sub-paragraph "L" below. There are no roadways upon the Premises.

G. Seller is not now a party to any litigation affecting the Premises, and Seller knows of no litigation or threatened litigation affecting the Premises or any basis for any such litigation. Seller shall give Purchaser prompt notice of the institution, prior to Closing, of any such litigation.

H. There are not now, nor have there ever been, underground storage tanks on the Premises.

I. At no time has the Premises been used for the generation, storage or disposal of any Hazardous Materials (as hereinafter defined) or as a landfill or other waste disposal site. As used in this Agreement, the term "Hazardous Materials" means existing or future asbestos, polychlorinated biphenyls, oil, petroleum base products and their by-products, pesticides, paints, solvents, lead, cyanide, DOT, acids, ammonium compounds and other chemical products as well as any and all other toxic materials, wastes and/or hazardous substances defined, determined or identified as such in any Environmental Laws (as hereinafter defined). "Environmental Laws" shall mean all federal, state and local laws and regulations relating to pollution or protection of human health or the environment (including without limitation ambient air, surface, water, ground water, land surface or subsurface strata), including without limitation laws and regulations relating to emissions, discharges, releases or threatened releases of Hazardous Materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials. Environmental laws include but are not limited to the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); the Federal Insecticide, Fungicide, and Rodenticide Act, as amended ("FIFRA"); the Resource Conservation and Recovery Act, as amended ("RCRA"); the Superfund Amendments and Reauthorization Act of 1986, as amended ("SARA"), and the Toxic Substances Control Act, as amended ("TSCA"). The provisions of this paragraph shall survive the Closing.

J. Seller and the Premises are in full compliance with all Environmental Laws, and any judicial or administrative interpretations thereof, including any judicial or administrative orders, decrees, judgments or rulings pertaining thereto. No event has occurred which, with the passage of time or the giving of notice or both would constitute non-compliance with such Environmental Laws. The provisions of this paragraph shall survive the Closing.

K. There are no actions, suits, claims or proceedings relating to a violation or non-compliance with any Environmental Laws or with respect to the disposal, discharge or release of this paragraph shall survive the Closing.

L. The Purchaser shall defend and hold harmless the Indemnitee for any claim arising by reason of claims asserted by the Suffolk County Water Authority arising from this sale. The Purchaser shall at all times indemnify and save the Seller harmless from and against all liability, loss, damages, costs, and expenses, including counsel fees arising from Suffolk County Water Authority's claims which the Seller may for any cause at any time sustain or incur by reason of this sale. In the event any legal action is taken against the Seller by reason of this sale the Purchaser shall defend such action at its own expense, and the Seller shall cooperate with the Purchaser in the defense thereof, or, at its election, assume the defense, at the expense of the Purchaser. This agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors, and assigns. This paragraph shall survive the closing in this sale.

4. The Premises is being sold subject to the following, provided same do not render title unmarketable:

- (i) utility easements, agreements, reservations, covenants and restrictions of record, providing the same are not violated by existing structures or use thereof;
- (ii) any state or facts an accurate survey would show
- (iii) any state of facts a personal inspection of the Premises would show and/or reveal
- (iv) minor encroachments and minor variations from the record line of hedges, retaining walls, sidewalks, and fences.

Any of the foregoing "subject to" clauses may be omitted by the Seller from the deed to be delivered hereunder, but all such provisions so omitted shall survive the delivery of the deed.

5. If the Purchaser shall assert objections to the marketability of title (other than encumbrances which title is made "subject to" herein), Seller's attorneys shall be given notice and, if necessary, Seller shall be entitled to a reasonable adjournment but in no event longer than sixty (60) days to remove such objections, but shall not be compelled to bring in any action or proceeding or to incur any expense in order to render title marketable. In the event such objections cannot be removed and as a result thereof title shall prove unmarketable, as a condition precedent to the execution of this Agreement, it is agreed that the rights of the Purchaser and the liability of the Seller shall be limited to the following:

(a) Purchaser may elect to rescind this Agreement by giving due notice thereof to Seller who shall thereupon repay to the Purchaser the amount deposited hereunder plus accrued interest, plus the Purchaser's net actual disbursements for examining title, plus the Purchaser's net actual disbursements for inspection charges, whereupon this contract shall become null and void and terminated with the same force and effect as if it had not been executed, and neither

parties, shall have any further rights, duties, liabilities, claims or obligations arising hereunder or in any manner from this transaction; or (b) Purchaser may elect, by giving Seller due notice thereof, to accept such title as the Seller is able to convey, without abatement of the purchase price for defects, objections, or encumbrances of title.

6. On or before the closing date, Seller will do, make, execute and deliver all such additional and further acts, things, deeds, instruments and documents as may be reasonably required by Purchaser to completely vest in and assure to Purchaser full rights in/or to the Premises in accordance with the terms of this Agreement.

7. The Purchasers shall, at their sole expense, obtain a subdivision.

8. MISCELLANEOUS TESTING

Any other charges or expenses including but not limited to water testing, well and cesspool certification, environmental analyses shall be at the expense of the Purchasers. The Seller shall not be responsible for any such expenses.

9. LIQUIDATED DAMAGES

(A) If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that the Seller's damages in case of Purchaser's default might be impossible to ascertain and the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(B) In the event of a default or misrepresentation by Seller, Purchasers shall have such remedies as Purchasers are entitled to at law or in equity, including specific performances.

10. DOWNPAYMENT

The amount also known as ("Downpayment" or "Deposit") paid on the signing of this Contract by Purchasers shall be paid to Seller's attorney to be held in escrow in a separate non-interest bearing IOLA account at The Suffolk County National Bank, 6 West Second Street, Riverhead, New York, until the closing or termination of this contract at which time such amount shall be paid in accordance with the terms of this paragraph. At closing, Downpayment shall be paid by Escrow Agent to the seller. In the event that title does not pass (except for default of Purchasers) the Contract deposit shall be returned to the Purchasers. If for any reason the closing does not occur and either Seller or Purchasers makes a written demand upon Seller's attorney for payment of such amount, Seller's attorney shall give at least ten (10) days written notice to the other party

of such demand and of his intention to pay over such amount to the party on a stated date not less than (10) business days after the giving of such Notice. If Escrow Agent does not receive Notice of Objection from such other party by the proposed payment date, Escrow Agent is hereby authorized and directed to make such a payment. If Seller's attorney receives a written objection to the proposed payment from such other party by the proposed payment date, Seller's attorney shall continue to hold such amount until otherwise directed by written instructions by all parties or a final non appealable judgment of a court. Further, in the event of a dispute, the Seller's attorney may deposit such amount with an appropriate court in the county in which the premises are located and after giving written notice of such action to the parties, Seller's attorney shall have no further obligations with respect to such amount. Seller's attorney shall receive no payment for handling such amount and shall not be liable for such handling except in the case of gross negligence, bad faith or willful disregard of the provisions of this contract. By signing this rider, Seller's attorney has agreed to act as escrow agent as provided above. In the event of litigation naming the Seller's attorney, Seller's attorney shall be entitled to reasonable legal fees, cost and disbursements for defense of any claims against him from the unsuccessful party in that litigation. The party whose attorney is Escrow Agent shall be liable for the loss of the Downpayment. If the Escrow Agent is the Seller's attorney, then Purchasers shall be credited with the Downpayment at closing.

Seller(s)

Riverhead Fire District

BY: Dennis Hamill, Chairman

ID Number

Purchaser(s)

Riverhead Water District

Sean M. Walter, Town Supervisor

ID Number

09.08.2010
100683

ADOPTED

TOWN OF RIVERHEAD

Resolution # 683

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

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on August 3, 2010 the Town Board of the Town of Riverhead adopted Resolution #640 authorizing the Supervisor to execute an agreement with Grumman Memorial Park c/o Pat Van de Wetering to provide management services related to the placement of commemorative items at Grumman Memorial Park; and

WHEREAS, this agreement has been amended to modify terms, including but not limited to, payment for brick restoration work shall not exceed \$1200.00 per year and no requirement that Consultant obtain permission to advertise her role as management consultant to the Town with respect to Grumman Memorial Park.

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

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to 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 Gabrielson 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 or \$1200.00 per year. *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 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 and any subcontractor retained by consultant to refurbish the bricks as set forth in paragraph 3 above hereby 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 or subcontractor 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

09.08.2010
100684

ADOPTED

TOWN OF RIVERHEAD

Resolution # 684

AUTHORIZES THE SUPERVISOR TO EXECUTE A RENEWAL AGREEMENT WITH NEXTIRAONE, LLC, d/b/a BLACK BOX NETWORK SERVICES FOR TELEPHONE MAINTENANCE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead Town Hall, Town Hall West, Town Hall South, Highway Department building, Municipal Garage building, Water District building, Senior Citizen Center and Parks and Recreation building require telephone maintenance service on a continuous basis due to the nature of the buildings' activities; and

WHEREAS, NextiraOne, LLC, d/b/a Black Box Network Services is ready, willing and able to continue to provide maintenance of the subject buildings' telephone systems for a fee of \$41,672.80 during the proposed two year period of the Agreement.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached renewal agreement with NextiraOne, LLC, d/b/a Black Box Network Services for telephone maintenance at the above referenced locations for a fee of \$41,672.80; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to NextiraOne, LLC, d/b/a Black Box Network Services, 5101 Shady Oak Road, Minnetonka, MN 55343; the Town Engineering 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 Gabrielson 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 _____ 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 "Town") and NextiraOne, LLC, d/b/a Black Box Network Services, with a principal place of business at 5101 Shady Oak Road, Minnetonka, MN 55343 (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in Schedule A attached hereto and made a part hereof. In the event of a conflict between this Agreement and the attached Schedule A, this Agreement shall control. 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 September 1, 2010 and terminate on August 31, 2012.

3. PAYMENT

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

4. RIGHTS TO DOCUMENTS OR DATA

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

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

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. 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.

8. 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.

9. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Esq., Deputy Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to NextiraOne, LLC, d/b/a Black Box Network Services, 5101 Shady Oak Road, Minnetonka, MN 55343.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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, such venue being Suffolk County, New York. 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.

By: Sean M. Walter, Supervisor
TOWN OF RIVERHEAD

By:
Title:
NextiraOne, LLC,
d/b/a as Black Box Network Services

SCHEDULE A

Maintenance Services Agreement



- 1. AGREEMENT.** This Maintenance Services Agreement is between Town of Riverhead ("you" or "Customer") and NextiraOne, LLC d/b/a Black Box Network Services and its operating entities (collectively, "Black Box"), and sets forth the legal rights and obligations governing your orders for the purchase of the services described herein. Customer represents that it owns or leases certain communications and/or Internetworking electronic equipment and licenses the associated software (collectively, the "System") as described in the attached Customer Inventory Schedulers. Black Box agrees to furnish such requested maintenance services (hereinafter referred to as "Maintenance" or "Services") for the System. The System and its location(s) (the "Premises") are described in the Order and the Customer Inventory Schedulers. Customer will be provided Services by NextiraOne, LLC d/b/a Black Box Network Services and/or its applicable subsidiaries and affiliates, with work performed in California by NextiraOne California, LP and work performed in Alabama, Arkansas, Florida, Mississippi and Tennessee by NXO Installation, LLC. This Agreement consists of these terms and conditions, signed order form(s) (individually the "Order" and collectively the "Orders"), a Scope of Work ("SOW") if applicable. Customer Inventory Schedule(s), a Service Plan if applicable, and applicable software license ("Software") (collectively, the "Agreement") and all such documents shall be incorporated into this Agreement by reference and become part of this Agreement during the Term (as defined below).
- 2. TERM.** The term of this Agreement shall commence on September 1, 2010 (the "Effective Date"), and will continue to August 31, 2012 ("the Term"), and this Agreement shall apply to any Order placed during the Term, even if performance extends beyond the Term.
- 3. SERVICE FEE.** The price for Services, excluding applicable taxes, is set forth in the customer inventory schedule attached hereto. The Service Fee, plus all applicable taxes, shipping, handling and other charges, is due annually in advance, unless otherwise agreed in writing by the parties and set forth on the Order. Customer is responsible for and agrees to pay all applicable taxes or provide evidence of tax exempt status no later than the date of any Order. If sales or use taxes are not invoiced or collected, and it is later determined that sales or use taxes apply. Customer agrees to pay such taxes, with any interest or penalties. All charges are due on receipt of invoice.
- 4. SERVICE FEE ADJUSTMENTS.** Black Box may increase the Service Fee for Customer requested additions to or moves of components of the System and additions or changes to the configuration of the System, a component of the System, including any upgrades and new peripheral devices ("Modifications"). Black Box will maintain modifications performed by a party other than Black Box only if Customer's modified system is verified by Black Box at Customer's expense to be operating in accordance with manufacturer's standards for service and maintenance. Customer agrees to pay Black Box's then current time and materials rates for such verification efforts in the event Black Box agrees to maintain such modifications.
- 5. ORDERING PROCEDURES.** Customer shall sign an Order, in the form set forth as Exhibit A, for Maintenance ordered during the Term. Multiple Services may be ordered under one Order. Black Box shall acknowledge acceptance of Customer's Order by executing said Order. Black Box may acknowledge a Customer-issued purchase order as an Order; however, the parties acknowledge that a Customer's purchase order or other similar document is for the Customer's convenience only and if acknowledged by Black Box, these terms and conditions shall apply to the Order and any terms and conditions on the Customer purchase order shall have no effect on this Agreement, the Order or the Services provided under this Agreement.
- 6. SERVICE EXCLUSIONS.** (A) Services do not include repairs or replacements necessitated by: (i) fire, explosion, power irregularities, power surges, acts of God, including, without limitation, earthquakes, rains, floods or lightning, or any other cause not attributable to Black Box or a defect in the System that is not eligible for Service under the SOW or applicable Service Plan; (ii) deterioration of materials which, by their nature, have a limited shelf life (including, without limitation, batteries); (iii) Customer's failure to follow operation, maintenance, warranty, or environmental requirements described in any of the manufacturer's manuals or product bulletins, or in Black Box manuals and other documentation provided to Customer; (iv) Customer's addition(s), alteration(s), modification(s), enhancement(s) or repaints to, or disassembly of, the System; (v) damages resulting from mishandling, abuse, or misuse of the System by Customer or a third party; (vi) relocation of the

System without Black Box's written consent (other than telephones relocated in accordance with the manufacturer's specifications); (vii) failures or required changes resulting from the local exchange company, interexchange carrier, the power company or other transmission providers; or (viii) any other service not required to keep the System in good operating condition for normal use. (B) When Black Box determines that the System or any component thereof can no longer be effectively maintained for any reason, including but not limited to, usage, environmental conditions, or lack of readily available replacement parts or Software, Black Box shall provide Customer at least thirty (30) days written notice and reserves the right to cancel, in whole or in part, its Service obligations for a System or any component thereof. In the event of such cancellation, Black Box shall provide Customer a prorated refund.

- 7. CUSTOMER RESPONSIBILITIES.** Customer will: (i) allow Black Box access to all Customer Premises necessary for the performance of work; (ii) comply with all local codes, including, the National Electrical Code; (iii) authorize Black Box, at Customer's expense, to make service requests upon third parties for System interconnection requirements; (iv) cooperate with Black Box's requests for assistance in testing; (v) be responsible for providing adequate backup of data and for restoring data to a repaired System; (vi) immediately notify Black Box of any anticipated delay in facility availability; (vii) be responsible for implementation and maintenance of security features for defense of the System against unauthorized intrusion or long distance calling, e.g., toll fraud, and Customer will be solely responsible for payment of long distance, toll and other telecommunications charges incurred through use of the System; (viii) provide remote access to its equipment for remote diagnostics and in the event that the Customer fails to provide such remote access or demands an immediate dispatch. Black Box may bill Customer a service call fee for any such service calls; (ix) document and report Equipment malfunctions after discovery; and (x) pay, at Black Box's then current time and material rates, for any expenses related to delays resulting from conditions at the Premises.
- 8. SOFTWARE LICENSE.** (A) Direct License. Customer acknowledges that Customer's Software license is granted directly by the Software publisher or equipment manufacturer from which the Software is provided, and not by Black Box. Customer agrees to be bound by the Software publisher's or equipment manufacturer's Software license agreement attached to the Order. (B) Grant of License. Absent such direct license. Black Box grants Customer a non-exclusive license to use the Software in the System for its useful life, provided Customer: (i) does not disclose information about the Software to a third party without Black Box's prior consent; (ii) uses the System solely for Customer's internal business purposes; (iii) does not copy any part of the Software without Black Box's consent (except for a single copy for backup purposes only); (iv) does not attempt to develop any source code from the Software; (v) does not attempt to reverse engineer, decompile, disassemble, alter, add to, delete from, or otherwise modify the Software, except to the extent that such modification capability is an intended feature of the Software; and (vi) returns, erases or destroys any Software on any media being recycled or discarded and so certifies to Black Box. Customer may transfer the right to use the Software only to an end user who acquires the right to use the System and agrees to be bound by the terms of this license. (C) Notwithstanding any other provision of this Agreement, Customer's failure to comply with the terms of this Section shall be deemed a material breach and Black Box shall be entitled to immediately terminate this Agreement and all of Customer's rights and privileges to the Software, and to seek injunctive and other equitable relief.
- 9. HAZARDOUS SUBSTANCES.** Customer represents and warrants that the Premises shall: (i) be in compliance with all applicable federal, state and local laws, rules and regulations, including hazardous waste and environmental laws and/or regulations; (ii) be safe; and (iii) not contain, present, or expose Black Box employees or agents to asbestos or other hazardous materials or substances. If Customer breaches this Section, Black Box may immediately suspend performance until Customer has corrected such condition(s) and/or terminate this Agreement with respect to such Premises without liability.
- 10. MAINTENANCE OBLIGATIONS.** Black Box's Maintenance obligations are set forth in this Section, the SOW and/or the Service Plan (if applicable), attached to each Order. Black Box shall respond to System failures, either on-site or remotely, pursuant to the applicable Service Plan. Maintenance, unless otherwise stated in the SOW or applicable Service Plan, shall include furnishing parts and labor necessary to maintain the System in good operating condition in accordance with the manufacturer's specifications for service and maintenance. Repair and replacement parts may be new or reconditioned to be the functional equivalent of new.
- 11. LIMITED WARRANTY.** BLACK BOX WARRANTS THAT WORK PERFORMED UNDER THIS AGREEMENT SHALL BE PERFORMED IN A

Black Box

Maintenance Services Agreement

DATE OF PERFORMANCE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF SUCH WARRANTY SHALL BE CORRECTION OF THE DEFECT BY BLACK BOX AT BLACK BOX'S EXPENSE. THIS AGREEMENT EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BLACK BOX DISCLAIMS ANY WARRANTY FOR SECURITY, OR TO PREVENT UNAUTHORIZED USE OF OR INTRUSION INTO THE SYSTEM, INCLUDING BUT NOT LIMITED TO LOSS OF DATA AND TOLL FRAUD OR COMPUTER VIRUSES OR THAT THE SERVICES OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR FREE.

12. **LIMITATION OF LIABILITY.** (A) IN NO EVENT SHALL BLACK BOX BE LIABLE FOR: (i) ANY INDIRECT, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES; (ii) CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COMMERCIAL LOSS OF ANY KIND WHICH INCLUDES LOSS OF BUSINESS, PROFITS, REVENUE OR SAVINGS, AND LOSS OF DATA OR MESSAGES; OR (iii) ANY DAMAGES OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM, INCLUDING, WITHOUT LIMITATION, TOLL FRAUD OR COMPUTER VIRUSES. THIS PROVISION APPLIES TO ALL CLAIMS WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND WHETHER BLACK BOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. WITH RESPECT TO ANY CLAIM FOR DIRECT DAMAGES, THE ENTIRE LIABILITY OF BLACK BOX FOR CLAIMS ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL NOT EXCEED EITHER THE VALUE OF THE ORDER GIVING RISE TO THE CLAIM OR \$1,000,000, WHICHEVER IS LESS. This limitation applies notwithstanding any failure of essential purpose of such limited remedy. (B) Black Box shall be liable for any physical damage it causes to the System or its components due to its gross negligence or willful misconduct. In such event, Customer's sole remedy shall be limited to Black Box's repair of the System or component, or if the System or component cannot be repaired, as determined by Black Box in its sole discretion, replacement with a comparable System or component or a prorated refund.

13. **INDEMNIFICATION.** Each party shall defend, indemnify and hold harmless the other party, and its respective directors, officers, trustees, members, employees and agents from and against any third party claim, suit, action or proceeding alleging bodily injury (including death) or damage to tangible property to the extent such injury or damage is caused by the gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors or suppliers in connection with the performance of Services or the unauthorized disclosure or use of any Confidential Information, as defined

in writing.

14. **TERMINATION.** The non-breaching party may terminate this Agreement and/or any outstanding Order and/or pursue its remedies in law or equity, except as otherwise limited by this Agreement, in the event that: (i) a party fails to make any payment when due and fails to cure the nonpayment within seven (7) days of written notice; (ii) a party commits a material breach of this Agreement (other than a breach for nonpayment) and fails to cure that breach within thirty (30) days following receipt of written notice describing the breach; or (iii) Customer either refuses to permit Black Box to perform its obligations under this Agreement, acknowledges its intent to terminate or cancel this Agreement or any Order or terminates or cancels this Agreement or any Order for any reason other than a default by Black Box under this Section. In addition to any other rights or remedies set forth herein, in the event Customer defaults under this Agreement or any Order placed hereunder, Customer's prepayment shall be nonrefundable. In the event Customer defaults under this Agreement or any Order, and Customer has not prepaid for the entire term of the Order, in addition to paying Black Box for all costs incurred in providing the Services up to the date of termination, Customer is liable for an amount equal to three (3) times the monthly Service Fee. The aggrieved party may suspend performance of its obligations under this Agreement or any Order placed hereunder during the cure period for any breach described above.

15. **CONFIDENTIALITY.** During the Term of this Agreement, Black Box and Customer may be exposed to the other's proprietary information (the "Confidential Information"). Each party agrees to hold in strictest confidence and not to disclose to any person or entity any information for that

NETWORK SERVICES

in irreparable injury to the other party and agree that each shall have the right to seek a restraining order, injunction or any other remedies available at law or

this provision.

16. **FORCE MAJEURE.** Except for Customer's payment obligations hereunder, a party's non-performance or delay shall be excused to the extent the failure or delay in performance is the result of events beyond such party's reasonable control including, without limitation, governmental actions, civil unrest, terrorism, power surges or failure, fire, water, acts of God including without limitation, rain, floods, earthquakes or lightning.

17. **NOTICES.** Notices shall be in writing and will be deemed given when delivered in person, or when sent via facsimile with confirmation or overnight courier with confirmed delivery. The respective addresses of the parties for notice are: (i) to Customer at the address indicated on the Order, or, (ii) to Black Box Network Services (with a copy to the General Counsel): Attn: Corporate Billing, 2800 Post Oak Blvd., Ste. 200, Houston, TX 77056-4311. Customer shall notify Black Box of any changes to its address.

18. **GENERAL PROVISIONS.** (A) Assignment. Customer shall not assign this Agreement without Black Box's prior consent. (B) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. (C) Waiver. A party's waiver of any default will not operate as a waiver of any contemporaneous or subsequent default. (D) Severability. If any Court finds any provision of this Agreement to be void, unlawful or unenforceable under any applicable statute or other controlling law, such provision shall be deemed severed and the remainder of this Agreement shall continue in full force and effect. (E) Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to its choice of laws principles. (F) Publicity. Neither party shall issue a news release or other form of publicity concerning the existence of the Agreement or the Services without obtaining the prior written approval of the other party and Customer agrees to work in good faith with Black Box regarding any potential news release, public announcement, advertisement, or other form of publicity concerning the existence of the Agreement or the Services. (G) Non-Solicitation and Non-Hire. Neither party, including its subsidiaries and affiliates, shall directly or indirectly solicit, hire or contract with any of the other party's employee(s) performing work under this Agreement during the Term of this Agreement or any Order and for one (1) year after termination or expiration. (H) Agreement Precedence. In the event of any conflict between these terms and conditions and other documents attached hereto, the order of precedence shall be: (i) these terms and conditions; (ii) applicable product/service addenda; (iii) the Scope of Work; (iv) applicable Service Plan(s); (v) any Order, and (vi) any other attachments and/or exhibits. (I) Independent Contractor. Black Box and Customer are independent contractors with respect to all rights and obligations under this Agreement. (J) Execution. This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument and the parties may rely on a facsimile signature to bind the other party. (K) Entire Agreement and Modification. This Agreement supersedes all prior or contemporaneous proposals, communications and negotiations, both oral and written, relating to the subject matter of this Agreement and constitutes the entire agreement between Black Box and Customer with respect to the subject matter herein. No subsequent agreement among the parties concerning the Services shall be effective or binding unless made in writing and executed by authorized representatives of both parties. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Town of Riverhead [CUSTOMER]

By:
Name:
Title:
Date:

NEXTIRAONE, LLC d/b/a BLACK BOX NETWORK SERVICES

By:
Name:
Title:

ORDER FORM



SECTION A: CUSTOMER INFORMATION

Customer Name ("Customer"): Town of Riverhead State of Incorporation: <u>NY</u>	NextiraOne, LLC d/b/a Black Box Network Services ("Black Box") 5101 Shady Oak Road Minnetonka, MN 55343 (952) 352-4300
Principal Address: See Master Exhibit A City State Zip	Billing Address: 200 Howell Avenue Town Hall City State Zip Riverhead NY 11901
Tax ID No. _____ Tax Exempt Status <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt No. _____ If "Yes" (exempt) Certificate of Tax Exemption MUST be attached to Order.	The terms of the Agreement shall govern this Order. Effective Date of Agreement: <u>9/1/2010</u> <input type="checkbox"/> MOA Expiration Date of Agreement: <u>8/31/2012</u>
Customer Purchase Order Number (if applicable): Project No.:	Date of Order Form is Represented by the Customer Signature Date Set Forth Below
Purchase Plan: <input type="checkbox"/> Cash Purchase <input type="checkbox"/> Third Party Lease/Financing by _____ (Must have prior written approval from NextiraOne. Lease/finance company documentation MUST be attached to Order, e.g., Document Receipt Notice, Assignment and Assumption Agreement, etc.)	

SECTION B: SELECT ALL APPLICABLE PRODUCT/SERVICE OPTIONS:

Select all that apply:

<input type="checkbox"/> New Systems	<input type="checkbox"/> Installation Services
<input checked="" type="checkbox"/> Services	<input type="checkbox"/> CCAT Services
<input type="checkbox"/> Adds/Upgrade to Existing System	<input type="checkbox"/> Other: _____

SECTION C: PRODUCT PURCHASE AND INSTALLATION

System Price (excluding applicable taxes and shipping): \$ _____ *Check box if shipping is included in a Voice System Price

Payment Terms (excluding applicable taxes): Voice:		Data:	
25% of System Price due at Customer signing	\$ _____	25% of System Price due at Customer signing	\$ _____
60% of System Price due at Delivery*	\$ _____	60% of System Price due at Delivery*	\$ _____
15% of System Price due at Cutover*	\$ _____	15% of System Price due at Cutover*	\$ _____
Other: _____	\$ _____	Other: _____	\$ _____
For All Voice Transactions: Anticipated Delivery Date: _____ Anticipated Cutover Date: _____ Final Configuration Date: _____		For All Data Transactions: Requested On-Site Date: _____	
For drop-ship orders: 20% of System Price due at Customer signing \$ _____ 80% of System Price due at Delivery* \$ _____ Other: _____ \$ _____			
*Customer will be invoiced on both the scheduled Delivery date and on either the Cutover date for Voice products/services or the Service completion date for Data products/services, as applicable, with payment due upon receipt of invoice. Late payments may result in suspension of work and in installation and/or Cutover delays.			

Customer Initials _____

ORDER FORM



SECTION D: SUPPORT AND MANAGED SERVICES

Service Fee (excluding applicable taxes): \$41,672.80

Term of Order: 24 Months

CCAT Application License Fee (excluding applicable taxes): \$_____

Payment Terms: Service Billing Option for Managed Services and Maintenance (excluding applicable taxes):

Billing payment schedule (check one): Annually \$_____ Semi-Annually* \$10,418.20 Quarterly* \$_____ Monthly*

Pre Paid Billing (Standard) _____ years \$_____ (per year)

*Selection of a monthly billing option will incorporate an additional processing fee.

SECTION E: ATTACHMENTS

Select all that apply:

- Scope of Work (Product & Managed Services)
- Customer Inventory Schedule(s) _____
- Software License

- Tax Exemption Certificate
- Lease/Financing company documentation
- Other Master Exhibit A

SECTION F: SIGNATURES

Customer: Town of Riverhead	NextiraOne, LLC d/b/a Black Box Network Services
BY:	BY:
(Authorized Signature)	(Authorized Signature)
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:



Customer Inventory Schedule A- Maintenance Pricing

Date: 9/1/2010
 Site Number: 10052578
 Customer Name: Town of Riverhead/Town Hall
 Service Address: 200 Howell Avenue
 Riverhead, NY 11901
 Contact Name: Leisa Sollazzo
 Contact Number: (631) 727-3200
 Contract dates: 9/1/2010 through 8/31/12
 Rep: Karen Peek
 Service Plan: Comprehensive Plan

Service Features:

- *Major Calls - 90 Minute Response Time - 24X7
- *Minor Calls - 24 Hour Response Time - 8-5 M-F
- *Corrective Maintenance
- *Manufacturer Corrective Software Updates

Component Pricing	Unit	Quantity
Nortel OPT11C		
Analog 2500 Set	Sets	80
All Nortel Digital Sets (except M3900)	Telephone	149
Call Pilot Comprehensive	Port	6
Modems/SEB	Modem	1
Alarm Monitoring	System	1
Additional Equipment		
Telephony Manager	1	1
Batteries - preeventative mntc only	1	1
All Printers and Terminals	1	1
GE4300883 - PASS Basic for Call Pilot	1	1
GE4300AQQ - PASS Basic for CS1000	1	1
Includes coverage for Carrier Remotes at 1038701 and 1044085	1	1
Waiving Semi-annual billing surcharge	1	1

BlackBox Service Pricing Summary

Description	Discount %	Discount Subtotal	Total
BlackBox Services - Base System Package Price			\$4,245.00
Total Equipment			\$900.00
Total Additional Equipment			
Total Price			\$6,304.79
Executive Discount	2.91%	\$183.63	
Total Discount	2.91%		
Total (Semi-annual billing request forfeits 3.00% annual billing discount)			\$6,304.79
Total (Annual)			\$12,609.58
Total (Term)			\$25,219.16

Customer Initials _____ Date _____



Customer Inventory Schedule A - Maintenance Pricing

Quote ID: 60160
 Project Number: CN324384 - 10
 Customer Name: Town of Riverhead
 Site Name: Municipal Garage
 Site Number: 10537688
 Address: Mechanic Maintenance Facility, 1412 Old Country Road
 City, State Zip: Riverhead NY 11901
 Contact Name: Leisa Sollazzo
 Contact Phone: (631) 727-3200
 Billing Address: Mechanic Maintenance Facility, 1412 Old Country Road
 City, State Zip: Riverhead NY 11901
 System Type: Norstar
 Service:
 Contract Start Date: 9/1/2010
 Contract End Date: 8/31/2012
 Contract Term: 2
 Sales Person Name: Karen Peek

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Norstar System		
Norstar CICS (DX16)	Station	8
Norstar Vc Mail Mod. 2/4	Each	1
Additional Equipment		
Waiving Semi-annual billing surcharge	1	1

BlackBox Service Pricing Summary

Description	Total
Total (Semi-annual) (Semi-annual billing request forfeits 3.00% annual billing discount) Minimum billing of \$129.48/mo required, inclusive of any and all discounts.	\$776.88
Total (Annual)	\$1,553.76
Total (Term)	\$3,107.52

Customer Initials _____ Date _____



Customer Inventory Schedule A - Maintenance Pricing

Quote ID: 60165
Project Number: 92929292
Customer Name: Town of Riverhead
Site Name: Parks and Recreation
Site Number: 1045479
Address: 55 Columbus Avenue
City, State Zip: Riverhead NY 11901
Contact Name: Lelsa Sollazzo
Contact Phone: (631) 727-3200
Billing Address: 55 Columbus Avenue
City, State Zip: Riverhead NY 11901
System Type: Norstar
Service:
Contract Start Date: 9/1/2010
Contract End Date: 8/31/2012
Contract Term: 2
Sales Person Name: Patty Lewis

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Norstar System		
Norstar CICS (0X16)	Station	8
Call Pilot 100	Each	1
Additional Equipment		
Waiving Semi-annual billing surcharge	1	1

BlackBox Service Pricing Summary

Description	Total
Total (Semi-annual) (Semi-annual billing request forfeits 3.00% annual billing discount) Minimum billing of \$150.00/mo required, inclusive of any and all discounts.	\$900.00
Total (Annual)	\$1,800.00
Total (Term)	\$3,600.00

Customer Initials _____ Date _____



Customer Inventory Schedule A - Maintenance Pricing

Quote ID: 60158
 Project Number: CN328026 - 10
 Customer Name: Town of Riverhead
 Site Name: Water District
 Site Number: 1041749
 Address: 1035 Pulaski Street
 City, State Zip: Riverhead NY 11901
 Contact Name: Leisa Sollazzo
 Contact Phone: (631) 727-3200
 Billing Address: 1035 Pulaski Street
 City, State Zip: Riverhead NY 11901
 System Type: Norstar
 Service:
 Contract Start Date: 9/1/2010
 Contract End Date: 8/31/2012
 Contract Term: 2
 Sales Person Name: Karen Peek

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Norstar System		
Norstar CICS (0X16)	Station	9
Additional Equipment		
Startalk Flash Model 4	1	1
Waiving Semi-annual billing surcharge	1	1

BlackBox Service Pricing Summary

Description	Total
Total (Semi-annual) (Semi-annual billing request forfeits 3.00% annual billing discount) Minimum billing of \$150.00/mo required, inclusive of any and all discounts.	\$900.00
Total (Annual)	\$1,800.00
Total (Term)	\$3,600.00

Customer Initials _____ Date _____



Customer Inventory Schedule A - Maintenance Pricing

Quote ID: 60161
Project Number: CN322830
Customer Name: Town of Riverhead
Site Name: Senior Center
Site Number: 10528767
Address: 60 Shadetree Lane
City, State Zip: Aquebogue NY 11931
Contact Name: Lelsa Sollazzo
Contact Phone: (631) 727-3200
Billing Address: 60 Shadetree Lane
City, State Zip: Aquebogue NY 11931
System Type: Norstar
Service:
Contract Start Date: 9/1/2010
Contract End Date: 8/31/2012
Contract Term: 2
Sales Person Name: Karen Peek

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Norstar System		
Norstar CICS (OX16)	Station	12
Norstar Vc Mail Mod. 2/4	Each	1
Additional Equipment		
Paging System no speakers	1	1
Waiving Semi-annual billing surcharge	1	1

BlackBox Service Pricing Summary

Description	Total
Total (Semi-annual) (Semi-annual billing request forfeits 3.00% annual billing discount) Minimum billing of \$126.61/mo required, inclusive of any and all discounts.	\$759.65
Total (Annual)	\$1,519.30
Total (Term)	\$3,038.60

Customer Initials _____ Date _____



Customer Inventory Schedule A - Maintenance Pricing

Quote ID: 60159
 Project Number: CN324385 - 10
 Customer Name: Town of Riverhead
 Site Name: Highway Department
 Site Number: 10517548
 Address: 1177 Osborne Avenue
 City, State Zip: Riverhead NY 11901
 Contact Name: Lelsa Sollazzo
 Contact Phone: (631) 727-3200
 Billing Address: 1177 Osborne Avenue
 City, State Zip: Riverhead NY 11901
 System Type: Norstar
 Service:
 Contract Start Date: 9/1/2010
 Contract End Date: 8/31/2012
 Contract Term: 2
 Sales Person Name: Karen Peek

Services Package:

- Norstar Standard

Service Features:

- Major Calls - 3 Hour Response Time - 8-5 M-F
- Minor Calls - 24 Hour Response Time - 8-5 M-F
- Corrective Maintenance
- Manufacturer Corrective Software Updates

	Unit	Quantity
Norstar System		
Norstar CICS (0X16)	Station	8
Norstar Vc Mall Mod. 2/4	Each	1
Additional Equipment		
Waiving Semi-annual billing surcharge	1	1

BlackBox Service Pricing Summary

Description	Total
Total (Semi-annual) (Semi-annual billing request forfeits 3.00% annual billing discount) Minimum billing of \$129.48/mo required, inclusive of any and all discounts.	\$776.88
Total (Annual)	\$1,553.76
Total (Term)	\$3,107.52

Customer Initials _____ Date _____



ProtecNet®

STANDARD SERVICE PLAN NORSTAR SUPPORT SOLUTIONS

The Customer Solutions Center will provide remote diagnostics and resolve the problem or dispatch on-site assistance if needed. The Standard Plan includes all parts and labor during normal business hours.

SERVICE FEATURES

- | | | |
|---|---|--|
| SUPPORT FROM SINGLE SERVICE PROVIDER | <ul style="list-style-type: none"> • One Toll-Free 800 # or via CSC.com for all Service Requests * • Materials ** • Remote Labor Included During Coverage Hours • Corrective Maintenance • Remotely Diagnose Problem *** • Dispatch On-Site as Needed | <ul style="list-style-type: none"> • Black Box Network Services Technical Assistance Center • Escalation to Manufacturer Technical Assistance Center • 24 Hour x 7 Day Customer Solutions Center **** |
|---|---|--|

-
- | | | |
|--------------------------------------|--|--|
| DEFINED SERVICE RESPONSE TIME | <ul style="list-style-type: none"> • Coverage Hours 8am-5pm, Monday-Friday • On-Site or Remote Response within Three (3) Hours of Initial Call for Major Failures **** | <ul style="list-style-type: none"> • Black Box Network Services Holidays Excluded • On-Site or Remote Response within Twenty-Four (24) Hours of Initial Call for Minor Failures **** |
|--------------------------------------|--|--|

-
- | | | |
|-----------------|---|---|
| BENEFITS | <ul style="list-style-type: none"> • Ease and Convenience of a Single Source Solution • Cost Effective Service Option | <ul style="list-style-type: none"> • Experienced Technical Expertise • Enhances Customer's Own Internal Support Structure |
|-----------------|---|---|

* To obtain CSC.com Web Access, the following information needs to be emailed to CSC@blackbox-vs.com: to set up a customer profile: Contact Name, phone number, fax number, email address, company name and site numbers.

** Parts replacement shipped next business day.

*** Remote Diagnostics requires 24x7 access and modem. Any services provided remotely are dependant upon access features of system (RAD Device).

**** The Black Box Network Services' Customer Solutions Center is staffed after hours with personnel responsible for entering customer service requests and dispatching on-call technical support engineers for problem resolution. Major Failure defined as: The product's central processor or any attached processor cannot receive or retrieve information; any attendant console cannot place or receive calls; a minimum of 20% of all telephone or data ports cannot place or receive calls or a business-affecting ACD station or group failure; a minimum of 20% of all trunks are inoperative or the lead trunk of any group is inoperative



ProtecNet®

COMPREHENSIVE SERVICE PLAN CS1000 SUPPORT SOLUTIONS

The Customer Solutions Center will provide remote diagnostics and resolve the problem or dispatch on-site assistance if needed. The Comprehensive Plan includes all parts, labor, priority response and emergency protection for major failures.

SERVICE FEATURES

- | | | |
|---|--|--|
| SUPPORT FROM SINGLE SERVICE PROVIDER | <ul style="list-style-type: none"> • One Toll-Free 800 # or via CSC.com for all Service Requests * • Materials • Labor Included During Coverage Hours • Corrective Maintenance • Preventive Maintenance (Per Manufacturers Specifications) • Remotely Diagnose Problem ** • Dispatch On-Site as Needed • Black Box Network Services Technical Assistance Center • Flexible Scheduled Downtime ***** | <ul style="list-style-type: none"> • One Site Audit (performed at the beginning of the contract) • Escalation to Manufacturer Technical Assistance Center • Work to Completion/Continuous Effort-Majors • Alarm Monitoring (SEB EA 24x7x365) • 24 Hour x 7 Day Customer Solutions Center *** • Telesupport |
|---|--|--|

-
- | | | |
|--------------------------------------|--|--|
| DEFINED SERVICE RESPONSE TIME | <ul style="list-style-type: none"> • Coverage Hours 8am-5pm, Monday-Friday • 24x7 Emergency Protection for Major Failures • On-Site or Remote Response within Ninety (90) Minutes of Initial Call for Major Failures **** | <ul style="list-style-type: none"> • Black Box Network Services Holidays Included • Service is Available Outside Coverage Hours at Current Labor Rates • On-Site or Remote Response within Twenty-Four (24) Hours of Initial Call for Minor Failures **** |
|--------------------------------------|--|--|

-
- | | | |
|-----------------|---|--|
| BENEFITS | <ul style="list-style-type: none"> • Ease and Convenience of a Single Source Solution • Priority Response and Problem Resolution for Major Failures, 24 Hours a Day at no Additional Charge | <ul style="list-style-type: none"> • Experienced Technical Expertise is Accessible when Needed to Resolve Problems • Extended Service Protection Options Available Enabling Long Term Planning |
|-----------------|---|--|

* To obtain CSC.com Web Access, the following information needs to be emailed to CSC@blackbox-vs.com to set up a customer profile: Contact Name, phone number, fax number, email address, company name and site numbers.

** Remote Diagnostics requires 24x7 access and modem. Any services provided remotely are dependant upon access features of system (SEB II).

*** The Black Box Network Services Customer Solutions Center is staffed after hours with personnel responsible for entering customer service requests and dispatching on-call technical support engineers for problem resolution.

**** All maintenance may be performed on-site or from a remote location as determined by us to most effectively and efficiently address the maintenance to be performed. Major Failure defined as: The product's central processor or any attached processor cannot receive or retrieve information; any attendant console cannot place or receive calls; a minimum of 20% of all telephone or data ports cannot place or receive calls or a business-affecting ACD station or group failure; a minimum of 20% of all trunks are inoperative or the lead trunk of any group is inoperative; or a previously defined prime telephone or service feature is inoperative. All other issues are defined as Minor Failures.

***** Black Box Network Services will provide scheduled service during the hours of 8:00 a.m. to 11:00 p.m. M-F (excluding Black Box Network Services Holidays) and 8:00 a.m. to 8:00 p.m. on Saturdays.

09.08.02010
100685

ADOPTED

TOWN OF RIVERHEAD

Resolution # 685

**AUTHORIZES RETAINER AGREEMENT WITH THE LAW FIRM
OF JASPAN SCHLESINGER LLP**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board wishes to retain the Law Firm of Jaspan Schlesinger LLP to act as special counsel and take all action on behalf of Dawn C. Thomas, Town Attorney, with respect to representation of her in a matter pending in the Federal Court for the Eastern District of New York;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby retains the Law Firm of Jaspan Schlesinger LLP to act as legal counsel in connection with the aforementioned matter; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a retainer agreement with the Law Firm of Jaspan Schlesinger LLP; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Jaspan Schlesinger LLP, 300 Garden City Plaza, Garden City, New York 11530; 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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

RESOLUTION # 686

1117 NORTHVILLE TURNPIKE
CHAPTER 96

BUDGET ADOPTION

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

	FROM	TO
406.010010.411000.41074Real Property Taxes	\$3,750	
406.086660.540000.41074Contractual Expenses		3,000
406.086660.549001.41074Administration Fee		750

THE VOTE

Giglio Yes No Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

09.08.2010
100687

ADOPTED

TOWN OF RIVERHEAD

Resolution # 687

AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE FOR PUBLIC HEARING REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") 2011 FUNDS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead has an ongoing CDBG Program and plans to prepare an application for CDBG Funds for Fiscal Year 2011; and

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

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes publishing and posting of the attached public notice of public hearing at 2:10 p.m. on October 5, 2010 as a legal advertisement in the Thursday, September 16, 2010, issue of the News Review and to post same on the signboard in Town Hall.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Suffolk County Acting Community Development Director Mary Wingate, Suffolk County Community Development, PO Box 6100, Hauppauge NY 11788-0099.

THEREFORE, 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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

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

PLEASE TAKE NOTICE in April 2011, the Town of Riverhead expects to receive approximately \$186,000 in Federal Community Development Block Grant Funds. These funds may be used, and have previously been used for a variety of neighborhood revitalization and public improvement activities directed at low- and moderate-income communities.

Eligible activities include:

1. Acquisition and demolition of Real Property;
2. Housing Rehabilitation;
3. Elimination of physical barriers for the handicapped;
4. Public Facilities and Improvements;
5. Street reconstruction;
6. Code enforcement;
7. Public Water or Sewer Projects;
8. Economic Development;
9. Public services (limited to 15%);
10. Administration Activities.

Town residents are invited to attend a public hearing on the 5th day of October, 2010, at 2:10 p.m. at Riverhead Town Hall, 200 Howell Avenue, New York, to express citizen views on local housing and community development needs to be met with these funds.

Comments may be presented orally or in writing at the hearing on October 5th, 2010 or mailed by November 5th, 2010 to Riverhead Town Hall, Community Development Department, 200 Howell Avenue, Riverhead, New York 11901, (631) 727-3200 ext. 287.

A County-wide public hearing will be scheduled at a later date for final review and comments on the overall Community Development Department Program prior to submission to the United State Department of Housing and Urban Development.

Dated: September 16, 2010

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

DIANE WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 688

WEBSITE RECONSTRUCTION & MAINTENANCE CONSULTANT FEE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead has engaged Suffolk Online Advertising (Web Site Developer- Barry Karlin) to re-construct the Town's website and to administer maintenance and revisions as needed, with periodic re-registration to search engines; and

WHEREAS, a separate agreement is necessary to cover the Empire Zone website for website management, updating of information, technical support and domain name re-registration, and

WHEREAS, the commencement of continuation agreement is past due and must be executed to cover half of the Empire Zone fiscal period of July 1, 2010 to December 31, 2010 for the Empire Zone at a cost of \$225 and \$35 for Domain Names re-registration; and

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead execute a commencement of continuation with Suffolk Online Advertising (Web Site Developer) and that Suffolk Online Advertising be paid \$260.00 for professional services; and

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Suffolk OnLine Advertising, 43 Warwick Row, Riverhead, NY 11901, EDZ Coordinator, Town Attorney and Financial Administrator; 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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

CONSULTANT AGREEMENT
TOWN OF RIVERHEAD EMPIRE ZONE, WITH SUFFOLK ONLINE ADVERTISING

This agreement made this th day of September 2010 by and between the Town of Riverhead, a Municipal Corporation, having its principal offices at 200 Howell Avenue, Riverhead New York (hereinafter referred to as the "TOWN"), and Suffolk Online Advertising, with its principal place of business at 43 Warwick Row, Riverhead New York 11901 (hereinafter referred to as the CONSULTANT").

WITNESSETH

Whereas, Suffolk OnLine Advertising is an internet advertising resource specializing in professional Web Site design, hosting and search engine placement on the World Wide Web. Suffolk OnLine Advertising composes and advertises Web Sites that are geared towards promoting a government, service, or company with highly visual effects.

Whereas, the Town utilized the services of Suffolk Online Advertising to create the web page for the Empire Zone and continued to utilize their services to maintain the web page since on or about 2005.

Whereas, the Empire Zone web page requires updating and maintenance, spam protection, statistics monitoring and re-registration.

Whereas, based upon above, Suffolk OnLine Advertising has the requisite skill, training, and expertise to update and maintain the web page.

NOW THEREFORE, 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 such services, including but not limited to: (3) hours of website management and information updating and such other services identified as Exhibit A "Suffolk OnLine Advertising Invoice" attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

2. COMPENSATION

In consideration for these services rendered by the Consultant under this agreement, the Town agrees to pay the Consultant \$225.00 for Website Updating and Management for the period July 27, 2010 through to January 27, 2010 and an additional \$35.00 for reimbursement of annual Domain registration/re-registration fee.

3. PAYMENTS

Vouchers will be submitted to the Town by the Consultant on a monthly basis with payment due within ninety (90) days.

4. TERMINATION

The Town shall have the right to terminate the services for which the consultant is herein engaged at any time and for any reason. In such event, the Consultant shall be paid such part of the fee as shall have been determined to fairly compensate the Consultant, in the opinion of the Town for work done by it.

5. 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.

6. 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.

7. 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: Tracy Stark, Empire Zone Coordinator., 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Suffolk OnLine Advertising, 43 Warwick Row, Riverhead, NY 11901.

8. 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 or technical discipline.

9. 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.

TOWN OF RIVERHEAD

Suffolk Online Advertising

By: _____

By: _____

Suffolk OnLine Advertising

INVOICE

43 Warwick Row
 Riverhead, NY 11901
 Voice/FAX: (631) 369-9708

SOLD TO:

Town of Riverhead
 200 Howell Avenue
 Riverhead, NY 11901

INVOICE NUMBER 3503
INVOICE DATE July 7, 2010
ACCOUNT NO. 1107
DUE DATE July 27, 2010
SALES PERSON Barry Karlin

QTY	DESCRIPTION	PRICE	AMOUNT
	Website management Up to (3) hours of content updates		450.00
	Hosting services to include: (60) e-mail accounts with spam filtering and viruscan services Website statistics monitoring by Google Urchin		
	<i>alredy paul</i> RIVERHEAD ZONE . com Domain name re-registration - SuffolkRiverheadZone.com (1 year)	35.00	35.00
		=====	=====
	Total annual fee		485.00
	(Service Renewal)		
	Period Covered - July 27, 2010 - July 27, 2011		
		SUBTOTAL	485.00
		Less Deposit	
		TAX	TE
			\$485.00
			TOTAL DUE
	Check Payable to Suffolk OnLine Advertising		
	THANK YOU FOR YOUR BUSINESS!		

09.08.2010
100689

ADOPTED

TOWN OF RIVERHEAD

Resolution # 689

GENERAL FUND
INSURANCE RECOVERY

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Insurance Recovery funds were received in the amount of \$225,734.75;

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>
001.092680.466000	Insurance Recovery	225,734.75	
001.016200.542520	Supplies & Service / Fire		225,734.75

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

THE VOTE

Giglio Yes No Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 690

**RATIFIES THE APPROVAL OF THE CHAPTER 90 APPLICATION OF
JARAL EAST END HOTEL CORP. A/K/A HOTEL INDIGO
(September 3, 2010 through September 6, 2010)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on August 26, 2010, Jaral East End Hotel Corp. submitted a Chapter 90 Application for the purpose of conducting a multitude of promotional events to be held throughout the Labor Day weekend to include celebrity appearances, musician performances and various disc jockey performances at their hotel located at 1830 West Main Street, Riverhead, New York, on the following dates and times:

Friday, September 3, 2010	8:00 p.m. to 12:00 a.m.
Saturday, September 4, 2010	12:00 a.m. to 4:00 a.m., 12:00 noon to 6:00 p.m. and 8:00 p.m. to 12:00 a.m.
Sunday, September 5, 2010	12:00 a.m. to 4:00 a.m., 12:00 noon to 6:00 p.m. and 8:00 p.m. to 12:00 a.m.
Monday, September 6, 2010	12:00 a.m. to 4:00 a.m. and 12:00 noon to 8:00 p.m.;

and

WHEREAS, Jaral East End Hotel Corp. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; 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, the applicant has paid the applicable Chapter 90 Application fee; and

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

WHEREAS, the Town Attorney of the Town of Riverhead 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 Jaral East End Hotel Corp. for the purpose of conducting a multitude of promotional events to be held throughout the Labor Day weekend at their hotel located at 1830 West Main Street, Riverhead, New York, to be held on Friday, September 3, 2010, Saturday, September 4, 2010, Sunday, September 5, 2010 and Monday, September 6, 2010, between the hours of 12:00 noon through 12:00 midnight, is hereby approved; and be it further

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

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required 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 Clerk is hereby authorized to forward a copy of this resolution to Jaral East End Hotel Corp., 1830 West Main Street, Riverhead, New York, 11901, the Riverhead Police Department, the Riverhead Fire Marshal 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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 691

**AUTHORIZES TOWN CLERK TO POST AND PUBLISH NOTICE TO BIDDERS FOR
DOWFLAKE XTRA CALCIUM CHLORIDE OR APPROVED EQUAL**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached Notice to Bidders for the purchase of approximately 200/50 lb bags of Dowflake Xtra Calcium Chloride or approved equal for control of ice on solid surfaces at various Town facilities; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Engineering, Purchasing Department, IT Department and the Office of Accounting; 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 Gabrielson 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 of approximately 200/50 lb bags of Dowflake Xtra Calcium Chloride will be received by the Town of Riverhead in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York until 11:00 am September 30, 2010 at which time they will be publicly opened and read aloud.

Plans and specification may be examined and/or obtained on our about September 16, 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.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Dowflake Xtra".

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

TOWN OF RIVERHEAD

Resolution # 692

AUTHORIZES THE SUPERVISOR TO EXECUTE ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT WITH MILLMAN, INC. FOR ACTUARY SERVICES

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Board of the Town of Riverhead required the services of an actuary expert to assist the Office of Accounting in complying with GASB 45 requirements; and

WHEREAS, by resolution #278 adopted on March 31, 2009, the Town retained the services of Milliman, Inc. and authorized the Supervisor to execute an Agreement on behalf of the Town for said actuary services; and

WHEREAS, the Office of Accounting requires that the actuarial report (s) prepared by Milliman, Inc. be re-compiled and re-calculated to meet certain GASB 45 standards necessary for the successful completion of 2008 and 2009 audits; and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute an Addendum to the original Professional Services Agreement with Milliman, Inc., in substantially the form annexed hereto, and be it further;

RESOLVED, that the fee for the work to be provided for in the Addendum Agreement shall not exceed \$1,000.00 related to the 2008 Annual Audit and an additional fee of \$1,000.00 related to the 2009 Annual Audit 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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

ADDENDUM PROFESSIONAL SERVICES AGREEMENT

This 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 Milliman Inc., a corporation existing under the laws of the State of New York with a principal place of business at One Pennsylvania Plaza, 38th Floor, New York, NY 10119 c/o Ken Friedman (hereinafter referred to as "Consultant").

The Town and Consultant entered into an Agreement for work and services related GASB 45 Actuarial Valuation required for the Town's 2008 (fiscal year ending 12/31/08) and 2009 (fiscal year ending 12/31/09) Annual Audit, including but not limited to, collect and process data, prepare data for valuation, calculate Net OPEB Liability, and such other information required for disclosure under GASB 45. Consultant did submit actuarial data in the form of a report which did include calculations and computations identified in Schedule A of the original Professional Services Agreement which in turn was provided for review and inclusion in the Town's Annual Audit(s). After said review it is recommended that the Consultant modify and re-calculate such that information is reported and presented to meet certain GASB standards. Recommended reporting criteria is set forth in Addendum Schedule "A". Consultant has agreed to report data up to date for 12/31/2008 as set forth in original PSA and address/re-calculate/re-compute such other information set forth in Addendum Schedule A necessary for completion of the 2008 Annual Audit for a fee of \$1,000.00 with all other payment terms set forth in the original PSA to remain in full force and effect. Similarly, Consultant has agreed to report data up to date for 12/31/2009 as set forth in the original PSA and submit a "preliminary report" for comment by the Town such that Consultant shall address/corrections/re-calculate the data to address and conform to said comments and thereafter incorporate into the final actuarial report for the 2009 annual audit for a fee of \$1,000.00 with all other payment terms set forth in the original PSA to remain in full force and effect.

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 schedule label "Addendum Schedule A" attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town. The services identified in this Agreement labeled Addendum to Professional Services Agreement and Addendum Schedule A are to be performed in addition to all services set forth in the original Professional Service Agreement dated May 8, 2009.

2. TERM OF AGREEMENT

The Agreement shall commence immediately upon execution of this agreement by the respective parties and terminate after notification by the Town to Consultant that the computation and calculations related to the actual services required for completion of the Town's Annual Report for 2008 and 2009 Audit are complete and in acceptable format such that the Town may finalize all submissions related to said annual audits.

3. PAYMENT

For these services, Town will pay Consultant a flat fee of \$1,000.00 for the modifications/re-calculations/re-compile of data for the 2008 Annual Audit and a flat fee of \$1,000.00 for preparation of a preliminary report and such that Consultant shall prepare such modification/recalculations required to satisfy Town for preparation and completion of 2009 Annual Audit. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in this Addendum Agreement and original Professional Services Agreement. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in this Addendum Agreement and original Professional Services Agreement. 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 Addendum Agreement, original Professional Services 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: Bill Rothaar, Financial Administrator for the Town of Riverhead, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Milliman Inc., One Pennsylvania Plaza, 38th Floor, New York, NY 10119 c/o Ken Friedman.

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.

By: TOWN OF RIVERHEAD

MILLIMAN INC.

Addendum to Schedule A

(*Additional Services to be provided by Consultant related to Actuarial Services for/related to Other Post-Employment Benefits)

Consultant shall report data up to date for 12/31/2008 as set forth in original PSA modify and re-calculate such that information is reported and presented to meet certain GASB standards.

In addition to the way it is currently being presented, Consultant shall break out in the report in separate columns, "Water", "Sewer" and "I.S." funds with a column for total Proprietary, and "Governmental". All columns stated above are to be broken down as on page 5 of current report, by both active and retired members and total accrued liability.

On page 7 of current report Consultant will identified the 30 year amortization period as open or closed. In addition to the way it is currently reported on page 7 Consultant must follow the same form as noted above for page 5.

On page 10 - This information needs to be as of 12/31/08/08, and in addition to the way the information is currently reported on page 10 Consultant must follow the same form as noted above for page 5 i.e. proprietary and governmental break outs.

On page 11 - Milliman will show the Annual Required Contribution net of the amount remitted to the town by retirees and spouses of deceased retirees in the same form as required on page 5 above.

Page 12 should be as of 12/31/08, and also an additional page reported in the same form as page 5

Consultant has agreed to report data up to date for 12/31/2009 as set forth in the original PSA and submit a "preliminary report" for comment by the Town such that Consultant shall address/corrections/re-calculate the data to address and conform to said comments and thereafter incorporate into the final actuarial report for the 2009 annual audit.

09.08.2010
100693

ADOPTED

TOWN OF RIVERHEAD

Resolution # 693

RECREATION DEPARTMENT

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, additional funds are requested from the Superintendent of Recreation to help balance beach accounts and cover Autumn special events;

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>
001.071800.518606	Lifeguards	5,000	
001.079890.545000	Youth Rentals	7,000	
001.071800.518607	Beach Attendants		5,000
001.073100.543630	Special Events		7,000

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

THE VOTE

Giglio Yes No Gabrielson Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 694

AUTHORIZATION TO DISCARD FIXED ASSETS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the indicated broken equipment has been salvaged for parts and is no longer usable; and

WHEREAS, after careful consideration by Summer Interns, Justin Blass and Michael O'Donnell, the following departments have made recommendations to the Accounting Department that this equipment has no residual value and should be discarded. The Accounting Department hereby requests that the Town Board excess this property so that it may be removed from the records.

WHEREAS, unless the Sanitation Supervisor determines the item can be disposed of through the STOP Program.

NOW THEREFORE BE IT RESOLVED, that the Accounting Department is hereby authorized to discard the following items:

<u>Department</u>	<u>Tag #</u>	<u>Description</u>
Sewer	10184	Wallace one ton gentry
Sewer	144	Silver aluminum coat tree
Sewer	20865	Printer Stand
Sewer	22308	Motorola Radio CB
Sewer	22687	5 HP 20 gallon air compressor
Sewer	2339	Totalizer by Bif
Sewer	24409	Orange portable suction hose
Sewer	3183	Portable air compressor by Bruno
Sewer	4450	Ford Lawn Mower Tractor
Sewer	760	1 Volt OHM and AMP meter
Scav. waste	20650	½ inch magnum drill
Scav. waste	22923	Epson digital camera
Nutrition	1413	Sears white doctor scale
Nutrition	23095	Secretary Chair
Nutrition	23448	Frigidaire Freezer
Nutrition	27937	6 ft. folding table
Nutrition	284	Hon 4 drawer file cabinet
Nutrition	5427	Boston pencil sharpener
Nutrition	20570	Unysis 9600 modem
Nutrition	29124	Dell keyboard
Building	1189	File cabinet 4 drawer

Building	20099	White face wall clock
Building	20427	Hon cabinet with 4 folders
Building	20586	Panasonic typewriter
Building	20951	File cabinet
Building	2105	4 drawer file cabinet
Building	2106	4 drawer file cabinet
Building	218	4 drawer file cabinet
Building	22014	Hon grey desk chair
Building	22019	Charcoal legal file cabinet
Building	22020	Charcoal legal file cabinet
Building	22069	Charcoal legal file cabinet
Building	22070	Charcoal legal file cabinet
Building	22071	Charcoal legal file cabinet
Building	22072	Charcoal legal file cabinet
Building	22073	Charcoal legal file cabinet
Building	22342	Hon 2 drawer file cabinet
Building	22343	Keyboard drawer
Building	22344	Keyboard drawer
Building	22345	Keyboard drawer
Building	22347	Keyboard drawer
Building	22348	Undershelf lighting
Building	22349	Undershelf lighting
Building	22350	Undershelf lighting
Building	22673	Hon 4 drawer file cabinet
Building	22903	Grey oak guest chair
Building	22904	Grey ok guest chair
Building	231	4 drawer file cabinet
Building	232	4 drawer file cabinet
Building	23372	Hon 4 drawer file cabinet
Building	23376	Rectangle laminate table
Building	23515	Desktop p-touch
Building	23516	Vertical file cabinet
Building	23517	Vertical file cabinet
Building	23518	Vertical file cabinet
Building	23520	Vertical file cabinet
Building	23522	Vertical file cabinet
Building	23523	Vertical file cabinet
Building	23524	Vertical file cabinet
Building	23525	Vertical file cabinet
Building	23526	Vertical file cabinet
Building	23527	Vertical file cabinet
Building	23528	Vertical file cabinet
Building	23529	Vertical file cabinet
Building	23530	Vertical file cabinet
Building	23531	Vertical file cabinet
Building	23532	Vertical file cabinet
Building	23537	Vertical file cabinet
Building	23560	Overhead storage cabinet
Building	23561	Overhead storage cabinet
Building	23562	Overhead storage cabinet
Building	23565	Overhead storage cabinet
Building	23568	Overhead storage cabinet
Building	23569	Overhead storage cabinet
Building	23634	Sled base guest chair

Building	23664	Unisys laser printer
Building	23800	Undershelf lighting
Building	23802	Undershelf lighting
Building	23806	3 drawer grey file cabinet on wheels
Building	23814	Worksurface
Building	23815	Worksurface
Building	23816	Worksurface
Building	23817	Worksurface
Building	23819	Worksurface
Building	23820	Worksurface
Building	23822	Privacy screen
Building	23823	Privacy screen
Building	23824	Privacy screen
Building	23825	Privacy screen
Building	23826	Privacy screen
Building	23827	Countertop
Building	23828	72x48 panel
Building	23829	72x30 panel
Building	23832	Curved corner workstation
Building	23834	Curved corner workstation
Building	23836	Curved corner workstation
Building	23837	Curved corner workstation
Building	23838	Worksurface
Building	23839	Worksurface
Building	23842	Curved corner workstation
Building	23845	Worksurface
Building	23846	Worksurface
Building	23848	Privacy screen
Building	23849	Privacy screen
Building	23851	Keyboard drawer
Building	23864	Vertical file cabinet
Building	24012	Bulletin board
Building	24017	Boston paper cutter
Building	24043	Sled base guest chair
Building	24044	Sled base guest chair
Building	24045	Sled base guest chair
Building	24047	Hon swivel chair
Building	24048	Hon swivel chair
Building	24049	Hon swivel chair
Building	24051	Hon swivel chair
Building	24053	Gray swivel chair
Building	24054	Roto literature rack
Building	24922	HP inkjet printer
Building	24925	Swivel chair dark gray
Building	25095	Overhead cabinet
Building	25137	Gateway 17" LCD display
Building	25390	Gateway 700S CPU
Building	25391	Gateway 17" LCD display
Building	25395	Gateway 17" LCD display
Building	25399	Gateway 17" LCD display
Building	25403	Gateway 17" LCD display
Building	25407	Gateway 17" LCD display
Building	25410	Gateway 700S CPU
Building	25412	Gateway Keyboard

Building	25413	Gateway USB mouse
Building	25415	Gateway 17" LCD display
Building	25422	Boston speakers
Building	25423	Boson speakers
Building	25424	Boston subwoofer
Building	25430	Gateway 17" LCD display
Building	26145	Gateway monitor 17"
Building	26182	Gateway monitor 17"
Building	26284	Paper shredder strip cut
Building	26294	Hon swivel task chair
Building	26317	Cisco port router
Building	26319	Cisco port router
Building	26400	Mobile 3 drawer file cabinet
Building	26471	Ups in basement
Building	26731	Boston acoustics subwoofer
Building	26732	Boston acoustics speaker
Building	26733	Boston acoustics speaker
Building	26843	Gateway speakers
Building	26869	5 drawer vertical file cabinet
Building	26870	5 drawer vertical file cabinet
Building	26871	5 drawer vertical file cabinet
Building	26872	5 drawer vertical file cabinet
Building	26873	5 drawer vertical file cabinet
Building	26874	5 drawer vertical file cabinet
Building	26875	5 drawer vertical file cabinet
Building	26876	5 drawer vertical file cabinet
Building	26877	5 drawer vertical file cabinet
Building	26878	3 drawer lateral file cabinet
Building	26879	3 drawer lateral file cabinet
Building	26880	3 drawer lateral file cabinet
Building	26881	5 drawer vertical file cabinet
Building	26882	5 drawer vertical file cabinet
Building	26883	5 drawer vertical file cabinet
Building	26884	5 drawer vertical file cabinet
Building	26885	5 drawer vertical file cabinet
Building	26886	5 drawer vertical file cabinet
Building	26887	5 drawer vertical file cabinet
Building	26888	5 drawer vertical file cabinet
Building	26889	Hon 5 drawer cabinet
Building	26890	Hon 5 drawer cabinet
Building	26891	Hon 5 drawer cabinet
Building	26892	Hon 5 drawer cabinet
Building	26893	Hon 5 drawer cabinet
Building	26894	Hon 5 drawer cabinet
Building	26895	Hon 5 drawer cabinet
Building	26896	Hon 5 drawer cabinet
Building	26897	Hon 5 drawer cabinet
Building	26898	Hon 5 drawer cabinet
Building	26899	Hon 5 drawer cabinet
Building	26900	Hon 5 drawer cabinet
Building	26901	Hon 5 drawer cabinet
Building	26902	Hon 5 drawer cabinet
Building	26903	Hon 5 drawer cabinet
Building	26904	Hon 5 drawer cabinet

Building	26905	Hon 5 drawer cabinet
Building	26906	5 drawer lateral file
Building	26907	5 drawer lateral file
Building	26908	5 drawer lateral file
Building	26909	5 drawer lateral file
Building	26910	5 drawer lateral file
Building	26911	5 drawer lateral file
Building	26912	5 drawer lateral file
Building	26913	5 drawer lateral file
Building	26914	5 drawer lateral file
Building	26915	5 drawer lateral file
Building	26916	Laminate top oak color
Building	26917	Laminate top oak color
Building	26980	Gateway 17" LCD display
Building	27038	Gate rack for network equip.
Building	27039	Leviton network equipment
Building	27227	High back swivel chair
Building	27247	Unisys color laser printer
Building	27448	Gateway E4300 CPU
Building	27450	Gateway keyboard
Building	27451	Gateway mouse
Building	27512	Gateway monitor
Building	27539	Unisys color laser printer
Building	27737	Samsung fax machine
Building	27738	Lateral 5 drawer file cabinet
Building	27739	Left return desk
Building	27740	Right return desk
Building	27741	Keyboard drawer
Building	27743	Typewriter desk
Building	27744	Keyboard drawer
Building	27745	Typewriter desk
Building	27747	Left return desk
Building	27748	Right return desk
Building	27749	Keyboard drawer
Building	27751	Keyboard drawer
Building	27753	Countertop
Building	27754	Countertop
Building	27755	Keyboard drawer
Building	27756	Left return desk
Building	27757	Right return desk
Building	27759	Left return desk
Building	27760	Right return desk
Building	27761	Right return desk
Building	27762	Right return desk
Building	27763	3 drawer file cabinet
Building	27764	Left return desk
Building	27765	Right return desk
Building	27766	Right return desk
Building	27767	Keyboard drawer
Building	27768	Left return desk
Building	27769	Left return desk
Building	27770	Right return desk
Building	28113	Dell monitor
Building	28900	Dell optiplex PC

Building	28901	Dell keyboard
Building	28902	Dell mouse
Building	28945	Dell optiplex PC
Building	28946	Dell keyboard
Building	28947	Dell mouse
Building	28948	Dell optiplex PC
Building	28949	Dell keyboard
Building	28950	Dell mouse
Building	28951	Dell optiplex PC
Building	28952	Dell keyboard
Building	28953	Dell mouse
Building	28954	Dell optiplex PC
Building	28955	Dell keyboard
Building	28956	Dell mouse
Building	28957	Dell optiplex PC
Building	28958	Dell keyboard
Building	28959	Dell mouse
Building	28960	Dell optiplex PC
Building	28961	Dell keyboard
Building	28962	Dell mouse
Building	28966	Dell optiplex PC
Building	28967	Dell keyboard
Building	28968	Dell mouse
Building	28969	Dell optiplex PC
Building	28970	Dell keyboard
Building	28971	Dell mouse
Building	28972	Dell optiplex PC
Building	28973	Dell keyboard
Building	28974	Dell mouse
Building	28975	Dell optiplex PC
Building	28976	Dell keyboard
Building	28977	Dell mouse
Building	28978	Dell optiplex PC
Building	28979	Dell Keyboard
Building	28980	Dell mouse
Building	29154	2 drawer file cabinet
Building	29155	2 drawer file cabinet
Building	29156	2 drawer file cabinet
Building	29157	2 drawer file cabinet
Building	29158	2 drawer file cabinet
Building	3561	Motorola fm radio
Building	4572	Fire extinguisher
Building	4887	Ta adler calculator
Building	5704	18" security mirror
Building	5711	18" security mirror
Building	7036	Paper cutter
Building	7045	Plastic file cabinet with wheels
Building	7049	Foot stool
Building	7051	Bulletin board
Building	7084	Security high back swivel chair
Building	7854	Metal coat rack
Building	8046	File cabinet 2 drawer
Building	9298	Grey legal size file cabinet
T.H. Board	23768	Denon cassette recorder

T.H. Board	24641	BTC keyboard
T.H. Board	6536	Metal folding chair
Council	4330	Secretarial Upholstered Chair
Council	5508	White queen anne chair
Council	5509	White queen anne chair
Council	7085	Burgundy swivel chair
Council	24316	Microsoft intellipoint mouse
Supervisor	21533	Panasonic Microcassette recorder
Supervisor	24330	Microsoft Mouse
Supervisor	24644	BTC keyboard
T.H. Misc.	1345	Microphone w/ chrome table stand
T.H. Misc.	1346	Microphone w/ chrome table stand
T.H. Misc.	1348	Microphone w/ chrome table stand
Highway	1702	Witson grey safe
Highway	23801	Texas calculator
Highway	24075	30 gallon crack sealant
Highway	1120	File cabinet hon
Highway	125	Meyers electric touch snow plow
Highway	1287	Electric fuel pump
Highway	1738	Electric wall clock
Highway	1767	300 lb. air compressor
Highway	1802	30 ton hydraulic shop press
Highway	20640	Steel torch tank cart
Highway	20854	20" husquarna chain saw
Highway	20970	Weed eater leaf blower
Highway	22149	John deere weed whacker
Highway	26500	Paper shredder
Highway	3166	Gear lube pump with gauge
Highway	6750	File cabinet with lock
Highway	7146	Grey locker by lyon
Highway	8072	Sears wet/dry vacuum
Highway	8632	Beige swivel chair
Town Attorney	20089	Electric pencil sharpener
Town Attorney	23810	Curved corner worksurface
Town Attorney	23812	Curved corner worksurface
Town Attorney	23833	Curved corner worksurface
Town Attorney	23835	Curved corner worksurface
Town Attorney	23840	Worksurface
Town Attorney	23841	Worksurface
Town Attorney	23843	Worksurface
Town Attorney	23844	Worksurface
Town Attorney	24179	Paper shredder
Town Attorney	26396	Samsung fax machine
Water	10205	2 drawer lateral file cabinet
Water	10228	Large 5 HP water pump w/ frame
Water	21121	Computer desk
Water	21122	Computer desk hutch
Water	21269	Kenmore office vacuum cleaner
Water	22176	Portable air tank
Water	22336	Gateway 2000 mouse
Water	24693	8' aluminum extension ladder
Water	26371	Dewalt yellow drill kit
Water	342	Red air compressor
Water	6733	Milleromatic 200 welder

Water	9110	Sears craftsman tool chest
B & G	1140	Agway spreader model 140
B & G	1167	Motorola moxy radio
B & G	1935	Hon file cabinet beige
B & G	20466	Vacuum model 4Z879
B & G	20479	Hole saw kit
B & G	20874	2 cycle backpack blower
B & G	20891	275 gal. fuel tank
B & G	22156	Dewalt jigsaw
B & G	24302	Hoover wind tunnel vacuum
B & G	4311	Leather swivel chair
B & G	3682	Briggs & Stratton sprayer with tank
B & G	6664	Stihl chain saw
Tax	1062	4 drawer metal file cabinet
Tax	1077	Panasonic pencil sharpener
Tax	1517	Blue vinyl chair
Tax	23193	5 port networking hub
Tax	3063	Corkboard
Tax	4516	Wooden roll cabinet
Planning	1273	Beige 3 shelf bookcase
Planning	1324	Orange chair w/ wood arms
Planning	1512	Blue upholstery chair
Planning	25881	Samsung fax machine
Planning	27103	Shredder cross cut
Planning	28338	Pill mouse
Planning	3053	6 drawer desk
Planning	7047	Brown upholstery chair
Town Justice	24393	Electric stapler
Town Clerk	21733	Brother PT 340 labeler
Town Clerk	22906	Smith corona typewriter
Town Clerk	25780	Brother electric typewriter
Town Clerk	62	Tan tack board
Street Lighting	20850	4' platform ladder
Street Lighting	20851	4' dual access ladder
Street Lighting	22002	radio
Street Lighting	6636	Motorola CB radio
Street Lighting	6888	Motorola CB radio
Street Lighting	7674	Midland radio
Code Enforcement	25142	Extech calibrator
Police	20763	Binoculars by Tasco
Police	21251	Monroe calculator
Police	21793	Gateway 2000 mouse
Police	21880	Gateway 2000 PC
Police	21881	Gateway 2000 mouse
Police	21895	Gateway 2000 mouse
Police	22256	Oxygen tank
Police	22258	Oxygen tank
Police	23691	Victor calculator
Police	24191	Brother p-touch label maker
Police	24282	Emergency hammer orange/black
Police	25311	Day pack first aid kit
Police	26931	Baton brite
Police	3519	Doctor scale
Police	4203	Resuscitator

Police	4204	Resuscitator
Police	4205	Resuscitator
JAB	7072	Brown vinyl chair w/ wood arms
JAB	6910	Monroe calculator
Recreation	B11	Stotzy park bleacher unit
Recreation	B12	Stotzky park bleacher unit
Recreation	10249	4 drawer tan file cabinet
Recreation	10983	Nintendo entertainment system
Recreation	10980	4 drawer legal file cabinet
Recreation	20928	Matrix printer
Recreation	21108	Folding table
Recreation	21110	Folding table
Recreation	21986	Mita copier
Recreation	2237	Fire extinguisher for JCC
Recreation	2239	Fire extinguisher for JCC
Recreation	23420	Sony duel cassette deck player
Recreation	24590	Brother label maker
Recreation	26107	Deluxe folding table
Recreation	26660	Folding metal chair
Recreation	26981	defibrillator
Recreation	26982	defibrillator
Recreation	2802	Samsonite folding chair
Recreation	2833	Samsonite folding chair
Recreation	4381	Black cabinet with lock and handle
Recreation	6420	Beige folding chair
Recreation	714	Brown paper trimmer
Recreation	680	Black 2 drawer desk
Recreation	7204	Nok hockey table
Recreation	730	Office side chair
Recreation	8027	35 watt amp for JCC
Engineering	10933	Drafting table lamp
Engineering	23695	Light grey storage cabinet
Engineering	24903	PC tool kit
Engineering	7937	White 2 door storage cabinet
Community Dev.	21917	Paper/file holder
Community Dev.	23557	Blue high back office chair
Community Dev.	7972	Tan 4 drawer file
Community Dev.	8677	Beige chair wooden arms by Hon
Community Dev.	8678	Beige chair wooden arms by Hon
Sanitation	27219	Samsung fax machine
Municipal Gar.	1031	Desk lamp
Municipal Gar.	22245	Fax machine
Municipal Gar.	23228	Motorola moxy radio
Municipal Gar.	3164	Ammco blue metal lathe
Municipal Gar.	3624	Timing light with clamp
Municipal Gar.	3626	Vernier caliper model 206
Municipal Gar.	4979	5 drawer green desk
Municipal Gar.	5197	Marson masking tape dispenser
Municipal Gar.	8124	D&A sander
Municipal Gar.	8151	Ammco pressure tank
Municipal Gar.	9320	P touch electric label maker
Ambulance	10800	Formica top desk
Ambulance	10801	Formica top desk
Ambulance	10802	Formica top desk

Ambulance	10811	File cabinet with lock by Hon
Ambulance	20258	Portable radio
Ambulance	20312	Grey 2 door cabinet
Ambulance	20313	Cabinet w/counter
Ambulance	20800	Base station radio
Ambulance	20940	Grey paper trimmer
Ambulance	21271	Heart start battery charger
Ambulance	21314	Motorola p110 radio
Ambulance	21316	Motorola p110 radio
Ambulance	21317	Motorola base radio
Ambulance	21743	Mobile transporter
Ambulance	22138	Canon fax machine
Ambulance	22188	Fire extinguisher
Ambulance	22274	Gateway mouse
Ambulance	22792	2 drawer beige locking file cabinet
Ambulance	22793	2 drawer beige locking file cabinet
Ambulance	22794	2 drawer beige locking file cabinet
Ambulance	22795	Burgundy mobile transporter
Ambulance	22796	Burgundy mobile transporter
Ambulance	22797	Burgundy mobile transporter
Ambulance	2485	Fire extinguisher
Ambulance	24957	Motorola ht1000 portable radio
Ambulance	5674	Rusci-anne CPR doll
Ambulance	5699	Recording rusci-anne doll
Ambulance	5799	Brass wood table lamp
Ambulance	7510	Fire extinguisher
Ambulance	7513	Fire extinguisher
Ambulance	7532	Fire extinguisher
Ambulance	7554	Rescue Jr. training doll
Town Historian	24243	Compaq mouse from Cablevision
Accounting	20386	Wood laminate computer table
Accounting	20918	Conference room chair
Accounting	24859	Monroe calculator
Accounting	6089	Disc storage cabinet
Accounting	21179	Office divider
Accounting	24128	Global high back swivel chair
Accounting	4252	Howe furniture walnut table
Accounting	7880	Fire extinguisher
Accounting	6601	Ups for mainframe
Accounting	21537	Sportster modem
Accounting	21356	Mouse for 486 DX
Accounting	22364	Gateway 2000 CPU
Accounting	22815	AP9716E plus printer
Fire Marshall	20428	Hon cabinet with 4 folders
Fire Marshall	20426	Hon cabinet with 4 folders
Fire Marshall	20429	Hon cabinet with 4 folders
Fire Marshall	20848	Legal size file cabinet
Fire Marshall	20849	Legal size file cabinet
Fire Marshall	20952	Legal size file cabinet
Fire Marshall	27433	Sony mavica camera
Fire Marshall	27672	Overhead cabinet
Fire Marshall	27673	Overhead cabinet

THE VOTE

Giglio Yes No Gabrielson Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared **TABLED**

November 3, 2010 - On a motion of Councilman Dunleavy the, seconded by Councilman Gabrielsen resolution #694 was **UNTABLED**

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

November 3, 2010 - On a motion a motion of Councilwoman Giglio, seconded by Councilman Dunleavy resolution #694 was **ADOPTED**

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

TOWN OF RIVERHEAD

Resolution # 695

APPOINTS A SENIOR CITIZEN AIDE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, due to staffing shortages in the Riverhead Town Seniors Program, Daryl Sulzer has been serving as a temporary Senior Citizen Aide; and

WHEREAS, in order to facilitate departmental operations, the Senior Citizens Program Director has requested that a full-time aide be appointed; and

WHEREAS, after complying with the CSEA contract regarding job posting requirements, a recommendation has been made by the Senior Citizens Program Director and the Personnel Officer to appoint Daryl Sulzer to this full-time position.

NOW, THEREFORE, BE IT RESOLVED, that effective September 9 , 2010, Daryl Sulzer is hereby appointed to the position of Senior Citizen Aide as found in Group 2, Step P of the Clerical and Supervisory Salary Schedule.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of the resolution to Daryl Sulzer, the Senior Citizens Program Director, 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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

09.08.2010
100696

ADOPTED

TOWN OF RIVERHEAD

Resolution # 696

**AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS
AND MORTGAGEE OF THE PROPERTY LOCATED ON THE NORTH SIDE OF
SOUND AVENUE, JAMESPORT, NY AND APPOINTS SPECIAL COUNSEL**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Board has determined that the property situated on the north side of Sound Avenue, Aquebogue, New York, identified on the Suffolk County Tax Map as District 0600, Section 21.00, Block 03.00, Lot 001.000, is being used and occupied in violation of various sections of the Code of the Town of Riverhead;

WHEREAS, the Town Board has determined that it would be appropriate to appoint special counsel to undertake this matter,

NOW, THEREFORE, BE IT RESOLVED, that this Resolution authorizes legal action against the owners, tenants, occupants and mortgagee of the property situated on the north side of Sound Avenue, Aquebogue, New York identified on the Suffolk County Tax Map as District 0600, Section 21.00, Block 03.00, Lot 001.000 and be it further

RESOLVED that Campolo, Middleton & McCormick are appointed special counsel to the Town of Riverhead for this matter and are authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the property situated on the north side of Sound Avenue, Aquebogue, New York, identified on the Suffolk County Tax Map as District 0600, Section 21.00, Block 03.00, Lot 001.000, in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property; and be it further

RESOLVED that Campolo, Middleton & McCormick, LLP are authorized to seek injunctive relief should same be required, and be it further

RESOLVED, that it is left to the discretion of Campolo, Middleton & McCormick, LLP, special counsel for the Town of Riverhead as whether said cause of action should seek monetary and/or punitive damages against the owners, tenants, occupants and/or mortgagee of said property for their illegal use, occupancy and maintenance of said property.

THE VOTE

Giglio Yes No Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

09.08.2010
100697

ADOPTED

TOWN OF RIVERHEAD

Resolution # 697

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

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a Guard is needed by the Riverhead Town Recreation Department for work at the Town buildings,

NOW THEREFORE BE IT RESOLVED, that effective September 8, 2010, this Town Board hereby appoints Ryan Collier to the position of Call-in Guard, Level 1, to be paid the rate of \$10.60 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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 698

**APPOINTS AN ASSISTANT RECREATION LEADER LEVEL I TO THE
RECREATION DEPARTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Asst Recreation Leader (Level 1) is needed by the Riverhead Town Recreation Department

NOW THEREFORE BE IT RESOLVED, that effective September 8, 2010 this Town Board hereby appoints Brian Letourneau to the position of Asst Recreation Leader (Level 1) to be paid the rate of \$9.50 per hour to the Recreation Department and

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Brian Letourneau, Recreation Department, Personnel Director and Financial Administrator; 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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 699

APPOINTS A RECREATION AIDE II LEVEL I TO THE RECREATION DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Call-In Recreation Aide II Level I is needed by the Riverhead Town Recreation Department for the Town of Riverhead Adult and Youth Programs

NOW THEREFORE BE IT RESOLVED, that effective September 8th, 2010, this Town Board hereby appoints Michael Napoli to the position of Call-In Recreation Aide II Level I, to be paid the rate of \$9.08 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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

09.08.2010
100700

ADOPTED

TOWN OF RIVERHEAD

Resolution #700

**AUTHORIZES REIMBURSEMENT TO RIVERHEAD
FIRE DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, from 2001 through 2008, the Town of Riverhead leased certain property (located on Ostrander Ave. having a tax lot designation of 600-127-2-29) from the Riverhead Fire District for the purposes of providing additional public parking in its downtown area , and

WHEREAS, pursuant to the lease agreement between the Town of Riverhead and the Riverhead Fire District, the Town's cost was One (1) Dollar provided the Town of Riverhead removed the existing building from the premises and improved the premises for parking, and

WHEREAS, the Town did not demolish the building as required and the Fire District removed the building as the owner of a certain premises; and

WHEREAS, the Riverhead Fire District recently paid Five Thousand One Hundred Ninety Four (\$5,194.00) Dollars as permit fees to the Building Department to The Town for the construction of new communication equipment on its new headquarters located at Roanoke Avenue, Riverhead, and

WHEREAS, the Town wishes to reimburse the Fire District for said permit fees to resolve the Town's obligation to demolish the leased building at Ostrander Avenue,

NOW, THEREFORE, BE IT RESOLVED, that in exchange for a letter release by the Riverhead Fire District counsel on any and all claims it had or may have against the Town for obligations the Town may have had under its lease with the Riverhead Fire District for the Ostrander Avenue premises, the Town agrees to reimburse the Riverhead Fire District for the Building Permit fees it paid to the Town of Riverhead in the total sum of Five Thousand One Hundred Ninety Four (\$5,194.00) Dollars, and be it further,

RESOLVED, that the Town Clerk is directed to forward a copy of this resolution to Jonathan Brown, Esq., Leroy Barnes, BDA, Bill Rothaar, Financial Administrator and the Town Attorney.

THE VOTE

Giglio Yes No Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 701

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO
CONSIDER THE RIVERHEAD WATER DISTRICT'S PURCHASE OF PROPERTY
DESCRIBED AS SCTM #0600-84-1-P/O 18.2**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board, as and for the governing body of the Riverhead Water District, by Resolution #872 adopted on October 7, 2008, approved a lease agreement between the Riverhead Water District and Verizon Wireless to install, maintain and operate a wireless personal communication system on a portion of the premises owned by the Water District (commonly referred to as Route 58 Water Tank) located at Old County Road aka Route 58, Riverhead, NY described as SCTM # 0600-84-1-8 and authorized the Supervisor to execute the lease agreement on behalf of the Water District; and

WHEREAS, pursuant to the terms set forth in paragraphs 1(a) and 7(e) of the lease agreement, Verizon Wireless was to secure access to the subject property over a road located on an adjoining parcel of land described as SCTM# 600-84-1-18.2 owned by the Estate of Margaret E. Rolle and Bruno J. Rolle Testamentary Trust, said access being and intended to be the same access the Water District secured from the Estate of Margaret E. Rolle and Bruno J. Testamentary Trust (title now in Brenda B. Sujecki, as Executrix of the Estate of Margaret E. Rolle (62%) and as Surviving Trustee of the Bruno J. Rolle Testamentary Trust, the owners as Tenants-in-Common and hereinafter referred to as the "Estate of Rolle") for location of water mains and utilities needed for Water District purposes; and

WHEREAS, the Town Board, as and for the governing body of the Riverhead Water District, by Resolution #272 adopted on April 6, 2010, approved a lease agreement between the Riverhead Water District and MetroPCS to install, maintain and operate a wireless personal communication system on a portion of the premises owned by the Water District located at Old County Road aka Route 58, Riverhead, NY described as SCTM # 0600-84-1-8 and authorized the Supervisor to execute the lease agreement on behalf of the Water District; and

WHEREAS, pursuant to the terms set forth in paragraphs 1 and 12 of the lease agreement with MetroPCS, access to the site was to be provided by the Water District via an access or easement agreement between the Water District and the Estate of Rolle permitting pedestrian and vehicular access from Old Country Road and an easement permitting improvement and modification, i.e. submeter of utilities traversing the dirt road located on the property owned by the Estate of Rolle described as SCTM#600-84-1-7 and terminating at the property owned by the Water District; and

WHEREAS, in 2004, the County of Suffolk, by Resolution #621-2004, authorized planning steps for the purchase of two parcels of land owned by the Estate of Rolle described as SCTM# 0600-84-1-7 and SCTM# 0600-84-01-18.2; and

WHEREAS, by Resolution #122 -2010, the County of Suffolk authorized the acquisition of the two parcels under the Open Space Component of the New Suffolk County Drinking Water Protection Program; and

WHEREAS, the County of Suffolk and the Estate of Rolle entered into a contract for the sale of both parcels, SCTM# 0600-84-1-7 and SCTM# 0600-84-01-18.2, which included that portion of the subject property (dirt road leading from Old Country Road to the parcel owned by the Water District) previously subject to a lease agreement between the Water District and Estate of Rolle; and

WHEREAS, the Riverhead Water District contacted Counsel for Estate of Rolle, Janice Snead, Esq. of Twomey, Latham, Shay, Esqs. and Michael Amoroso, Esq., Suffolk County Real Estate Division, in an effort to negotiate either an easement or sale of that portion of the property formerly subject of the easement agreement between Riverhead Water District and Estate of Rolle such that the Water District could continue to access the water mains and utilities which are laid in and along that portion of Rolle property and benefit from the leases described above; and

WHEREAS, the County of Suffolk agreed to omit that portion of SCTM# 0600-84-01-18.2 formerly subject to the easement valued at or near \$50,000 based upon appraisal reports and County Internal Appraisal Review Board from the open space acquisition of the Rolle Property and the Estate of Rolle agreed to sell a portion of the subject property to the Water District for said price; and

WHEREAS, Verizon Wireless and MetroPCS, by their respective counsel, agreed to enter into amended lease agreements wherein the Water District will purchase that portion of the property owned by the Estate of Rolle (SCTM# 0600-84-1-p/o 18.2) and grant access for pedestrian and vehicle travel and access to utilities lying in and along said property limited to the purposes set forth in the original lease agreements and Verizon Wireless and MetroPCS will each remit the sum of twenty five thousand dollars as and for reimbursement of the purchase price upon issuance of certificates of occupancy for their respective use and occupancy of the property, to wit: wireless communication systems and components, with all such other provisions of the original leases; and

WHEREAS, based upon the above, the Riverhead Water District seeks to: purchase property described as SCTM# 0600-84-1-p/o 18.2 more particularly described in Exhibits "A" and "B" annexed hereto; authorize the Water District to retain the services of such licensed professionals as may be required to secure a survey, appraisal, and title policy or such other documents necessary to contract for and purchase the subject property; authorize the Supervisor to execute a contract a sale and such other documents necessary to effectuate the transfer of title to the subject property; authorize the Financial Administrator to set up an account for the projected costs in an amount not to exceed \$15,000.00 for the professional services related to the purchase of the subject parcel and \$50,000.00 as and for the purchase price with reimbursement of the purchase price to be paid by the wireless communications carriers, Verizon Wireless and MetroPCS; and enter into amended lease agreements with Verizon Wireless and MetroPCS in substantially the same form as annexed hereto as Exhibits "C" and "D" respectively; and

WHEREAS, the report of the Riverhead Planning Department dated 8/31/10 has recommended the purchase be considered an Unlisted action without significant impact upon the natural and social environment and further recommended the Riverhead Town Board consider themselves to be lead agency in the action.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board declares themselves lead agency in the described purchase of land which the Board classifies as an Unlisted action without significant impact and that an Environmental Impact Statement need not be prepared; and be it further

RESOLVED, that the Town Board, as and for the governing body of the Riverhead Water District, hereby authorizes the Town Clerk to publish and post the attached public notice, once in the September 16, 2010 issue of the News-Review, the newspaper designated for this purpose and to post same on the signboard at Town Hall, to consider the Water District's purchase of a portion of property described as SCTM# 0600-84-1-p/o 18.2 owned by the Estate of Rolle more particularly described in Exhibits "A" and "B" annexed hereto; authorize the Water District to retain the services of such licensed professionals as may be required to effectuate the purchase of the property i.e. surveyor, title company; authorize the Supervisor to execute a contract of sale and such other documents necessary to effectuate the transfer of title to the subject property; authorize the Financial Administrator to set up an account for the projected costs in an amount not to exceed \$15,000.00 and purchase price of \$50,000.00 with reimbursement of the purchase price to be paid by the wireless communications carriers, Verizon Wireless and MetroPCS; and finally, authorize the Supervisor to execute amended lease agreements which shall include provisions requiring payment of \$25,000.00 upon issuance of certificates of occupancy to both Verizon Wireless and MetroPCS related to the wireless communications systems; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Counsel for Estate of Rolle, Janice, L. Snead, Esq., Twomey, Latham, Shea, Kelley, Dubin & Quartararo, LLP, P.O. Box 9398, Riverhead, NY 11901; Counsel for MetroPCS, Nate Lamson, Esq., Highlander Consultants, Inc., 99 West Main Street, East Islip, NY 11730; Counsel for Verizon Wireless, Steven H. Mark, Esq., Amato Law Group, PLLC, 666 Old Country Road, Suite 01, Garden City, NY 11530; the Accounting Office and the Town Attorney's Office.

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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 5th day of October, 2010 at 2:05 o'clock p.m. to hear all interested persons to consider the Water District's purchase of a portion of property described as SCTM #0600-84-1-18.2 owned by the Estate of Rolle for the purpose of providing access for pedestrian and vehicle travel and access to utilities lying in and along said property limited to the purposes set forth in the original lease agreements with Verizon Wireless and MetroPCS; authorize the Water District to retain the services of such licensed professionals as may be required to effectuate the purchase of the property i.e. surveyor, title company; authorize the Supervisor to execute a contract of sale and such other documents necessary to effectuate the transfer of title to the subject property; authorize the Financial Administrator to set up an account for the projected costs in an amount not to exceed \$15,000.00 and purchase price of \$50,000.00 with reimbursement of the purchase price to be paid by the wireless communications carriers, Verizon Wireless and MetroPCS; and finally, authorize the Supervisor to execute amended lease agreements with Verizon Wireless and MetroPCS which shall include provisions requiring payment of \$25,000.00 by both Verizon Wireless and MetroPCS upon issuance of certificates of occupancy related to the wireless communications systems installed on property owned by the Water District.

Dated: Riverhead, New York
September 8, 2010

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

09.08.2010
100702

ADOPTED

TOWN OF RIVERHEAD

Resolution # 702

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE TO
AUTHORIZE THE TOWN OF RIVERHEAD WATER DISTRICT TO TRANSFER
PROPERTY DESCRIBED AS SCTM# 0600-125-1- P/O 4.2
TO THE TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead Water District owns a parcel of property located on the south side of Old Country Road described as SCTM# 0600-125-1-4.2; and

WHEREAS, since on or before 1977 to the present, the Town of Riverhead Water District leased a portion of the property (approximately 3.6992 acres) to the Riverhead Fire District for tournament and training grounds; and

WHEREAS, the Fire District made improvements to that portion of the subject property set forth in the lease limited to training apparatus and public viewing areas; and

WHEREAS, the Town of Riverhead, through its Office of the Town Attorney and Code Enforcement, has been responsible for preparation of leases and monitoring use of the subject property; and

WHEREAS, as fully set forth in Resolution # 737 adopted on July 21, 2009, the Town of Riverhead Water District determined that the portion of the subject property set forth in the succession of lease agreements between the Town of Riverhead Water District and Town of Riverhead Fire District was not useful to the Water District, except for an easement to that portion of the property where the transmission main traverses the property to enable the Town of Riverhead Water District to access, monitor, repair and improve the underground transmission main and the Riverhead Water District expressed its desire to transfer the subject property to the Town of Riverhead to permit the Town to exchange this property with property owned by the Riverhead Fire District for the purpose of carrying out and achieving a benefit to the residents of the municipality; and

WHEREAS, Resolution # 737 adopted on July 21, 2009, authorized the Office of

the Town Attorney to file a land division with the Planning Department to divide the property, SCTM# 0600-125-1-4.2, into two lots such that the Water District may transfer that portion of the property not useful for water district purposes to the Town; and

WHEREAS, the Planning Board, by Resolution #34 adopted on May 6, 2010, approved a minor subdivision to divide SCTM# 0600-125-1-4.2 located at County Road 58 into two lots of 28.5268 and 3.6992 (hereinafter described and referred to as SCTM# 0600-125-1-p/o 4.2 Firematics Training Facility); and

WHEREAS, Town of Riverhead Water District seeks to transfer SCTM# 0600-125-1-p/o 4.2 Firematics Training Facility, subject to a permanent easement over a portion of the property in favor of the Riverhead Water District for the purpose of accessing, monitoring, repairing and improving the underground transmission main which distributes water to and within the Water District, to the Town of Riverhead such that the Town may exchange this property with property owned by the Riverhead Fire District, subject to the permanent easement described above and an additional 15' wide easement for the benefit of the Town or its designated beneficiaries along the easterly boundary of the subject property for purposes of ingress and egress from Route 58 to property south of the subject property; and

WHEREAS, the report of the Riverhead Planning Department dated 9/2/10 has recommended the transfer of property from the Riverhead Water District to the Town of Riverhead be considered an Unlisted action without significant impact upon the natural and social environment and further recommended the Riverhead Town Board consider themselves to be lead agency in the action; and

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board declares themselves lead agency in the described transfer of property between the Riverhead Water District and the Town which the Board classifies as an Unlisted action without significant impact and that an Environmental Impact Statement need not be prepared; and be it further

RESOLVED, that the Town Board of the Town of Riverhead, as governing body of the Riverhead Water District, does hereby authorize the Town Clerk to publish and post the attached public notice once in the September 16, 2010 issue of the News-Review, the newspaper designed for this purpose, and to post same on the signboard at Town Hall to authorize the Water District of the Town of Riverhead to execute and deliver to the Town of Riverhead a quit claim deed conveying the subject property described as SCTM# 0600-125-1-p/o 4.2 approximately 3.699 acres (more fully described in survey prepared by Young & Young dated March 11, 2010) subject to a permanent easement over a portion of the property in favor of the Riverhead Water District for purpose of accessing, monitoring, repairing and improving the 12" underground transmission main which distributes water to and within the Water District and a 15' wide easement along the easterly boundary of the property to enable the Water District, Town and such other beneficiaries designated by the Town to access other Water District and Town facilities and/or Columbus Avenue from Route 58, such

that the Town may exchange this property with property owned by the Riverhead Fire District for the purpose of carrying out and achieving a benefit to the residents of the municipality; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Riverhead Water District and the Town Attorney's Office; 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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 5th day of October, 2010 at 2:15 o'clock p.m. to hear all interested persons to consider the Water District's transfer of a portion of property described as SCTM #0600-125-1-p/o 4.2 (approximately 3.6992 acres) known as the Firematics Training Facility owned by the Riverhead Water District to the Town of Riverhead, subject to a permanent easement in favor of the Riverhead Water District over a portion of the property to be conveyed for purpose of accessing, monitoring, repairing and improving the 12' underground transmission main which distributes water to and within the Water District and a 15' wide easement along the easterly boundary of the property to enable the Water District, Town and such other beneficiaries designated by the Town to access other Water District and Town facilities and/or Columbus Avenue from Route 58, such that the Town may exchange this property with property owned by the Riverhead Fire District for the purpose of carrying out and achieving a benefit to the residents of the municipality.

Dated: Riverhead, New York
September 8, 2010

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 703

**SUPPORT FOR THE GEOGRAPHIC INFORMATION SYSTEM (GIS)
PROGRAM AT STONY BROOK SOUTHAMPTON**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Geographic Information System program at Stony Brook Southampton was designed to provide Educational, Data, Research and Consultative Services to the public and private sector entities within New York State, and

WHEREAS, the GIS Program also was intended to help satisfy the State University of New York's mission to provide its students with opportunities to obtain an excellent higher education and the associated skills necessary to compete in the marketplace, and

WHEREAS, Long Island's towns and villages would benefit from access to the GIS Program in the following ways:

Educational Services:

- Certificate programs would provide employers with well-trained work force.
- Certificate programs would train employees with depth of GIS knowledge to handle the wide variety of a municipality's GIS needs.
- Certificate programs would allow existing employees to broaden their knowledge to become true GIS professionals.
- GIS degree programs would enable existing employees to become GIS managers and systems administrators.
- Student internships would provide municipalities with short-term GIS trained help for projects or overload work.
- Internships would allow municipalities to preview potential employees.

Data Services:

- Data services can be a repository and clearinghouse of Long island GIS data.

- Data services will help municipalities develop historical data sets from archival data.
- The creation of data repository would provide municipalities with missing or neighboring data.
- Imaging equipment will allow municipalities to rapidly convert paper files to georectified digital data.

Research and Consultative Services:

- A Program could provide a trained GIS workforce to municipalities for small projects.
- Consultative resources could be provided when internal expertise does not exist.
- GIS services for small public entities that have no in-house GIS personnel.

WHEREAS, the closure of the Stony Brook Southampton Campus has put the long-term future of the GIS Program into question;

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead requests of Stony Brook University that it ensure the continuance of the GIS Program on the main campus and allow a satellite presence of the Program to continue at the Southampton campus.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Marc S. Alessi, NYS Assembly District 1, District Office, 4466 Route 25, Calverton, NY 11933 and Senator Kenneth P. LaValle, 325 Middle Country Road, Suite 4, Selden, NY 11784 and Samuel L. Stanley Jr., MD, President, The Office of the President, 310 Administration Building, Stony Brook, New York 11794-0701.

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 Gabrielson Yes No
 Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

09.08.2010
100704

ADOPTED

TOWN OF RIVERHEAD

Resolution # 704

**AUTHORIZES TOWN CLERK TO PUBLISH & POST
NOTICE TO BIDDERS FOR WATER SERVICE MATERIALS**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for Water Service Materials in the September 16, 2010, issue of *The News-Review*; and be it further

RESOLVED, that the Town Clerk is to forward a copy of this resolution to the Information Technologies Department.

THE VOTE

Giglio Yes No Gabrielson 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 bids for the purchase of **WATER SERVICE MATERIALS** for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on September 30, 2010.**

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

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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.

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR WATER SERVICE MATERIALS – BID #2010-36-RWD.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution #705

APPOINTS A HEARING OFFICER

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED that the Town Board hereby appoints Stephen Bluth as the Hearing Officer in the Matter of Disciplinary Proceedings against a Town employee.

RESOLVED that the Town employee against whom disciplinary charges have been filed is hereby suspended with pay following their service upon the employee, pending the hearing and determination of those charges.

THE VOTE

Giglio Yes No Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 706

PAYS BILLS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

ABSTRACT #10-36 SEPTEMBER 2, 2010 (TBM 09/08/10)				
FUND NAME			09/02/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		107,851.12	107,851.12
RECREATION PROGRAM FUND	6		11,815.92	11,815.92
ECONOMIC DEVELOPMENT ZONE FUND	30		308.95	308.95
HIGHWAY FUND	111		50,825.26	50,825.26
WATER DISTRICT	112		22,556.64	22,556.64
RIVERHEAD SEWER DISTRICT	114		4,853.66	4,853.66
REFUSE & GARBAGE COLLECTION DI	115		568.69	568.69
STREET LIGHTING DISTRICT	116		5,800.96	5,800.96
PUBLIC PARKING DISTRICT	117		351.77	351.77
BUSINESS IMPROVEMENT DISTRICT	118		71.21	71.21
AMBULANCE DISTRICT	120		6,351.38	6,351.38
EAST CREEK DOCKING FACILITY FU	122		715.74	715.74
CALVERTON SEWER DISTRICT	124		888.20	888.20
RIVERHEAD SCAVANGER WASTE DIST	128		4,642.68	4,642.68
RISK RETENTION FUND	175		17.50	17.50
COMMUNITY DEVELOPMENT AGENCY C	405		80,568.00	80,568.00
RIVERHEAD SEWER CAPITAL PROJEC	414		5,625.00	5,625.00
TRUST & AGENCY	735		21,857.12	21,857.12
CALVERTON PARK - C.D.A.	914		1,521.25	1,521.25
TOTAL ALL FUNDS			327,191.05	327,191.05

THE VOTE

Giglio Yes No Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 706

PAYS BILLS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

ABSTRACT #10-35 AUGUST 26, 2010 (TBM 09/08/10)				
FUND NAME			08/26/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		920,995.78	920,995.78
POLICE ATHLETIC LEAGUE	4		4,693.79	4,693.79
RECREATION PROGRAM FUND	6		45,432.11	45,432.11
ECONOMIC DEVELOPMENT ZONE FUND	30		3,324.64	3,324.64
HIGHWAY FUND	111		79,944.16	79,944.16
WATER DISTRICT	112		79,313.99	79,313.99
RIVERHEAD SEWER DISTRICT	114		32,174.55	32,174.55
REFUSE & GARBAGE COLLECTION DI	115		5,990.87	5,990.87
STREET LIGHTING DISTRICT	116		7,694.90	7,694.90
AMBULANCE DISTRICT	120		127.40	127.40
EAST CREEK DOCKING FACILITY FU	122		1,923.90	1,923.90
CALVERTON SEWER DISTRICT	124		841.47	841.47
RIVERHEAD SCAVANGER WASTE DIST	128		19,924.31	19,924.31
WORKERS' COMPENSATION FUND	173		123,336.38	123,336.38
CDBG CONSORTIUM ACOUNT	181		656.23	656.23
PUBLIC PARKING DEBT SERVICE	381		993.53	993.53
GENERAL FUND DEBT SERVICE	384		2,419.51	2,419.51
SCAVANGER WASTE DISTRICT DEBT	385		1,505.10	1,505.10
TOWN HALL CAPITAL PROJECTS	406		100.00	100.00
SENIORS HELP SENIORS CAP PROJE	453		12,010.10	12,010.10
EISEP CAP PROJECT	454		217,037.50	217,037.50
MUNICIPAL FUEL FUND	625		5,515.61	5,515.61
MUNICIPAL GARAGE FUND	626		5,955.47	5,955.47
TRUST & AGENCY	735		1,142,245.43	1,142,245.43
TOTAL ALL FUNDS			2,714,156.73	2,714,156.73

THE VOTE

Giglio Yes No Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

09.08.2010
100707

ADOPTED

TOWN OF RIVERHEAD

Resolution # 707

AUTHORIZES SUPERVISOR TO SIGN NYS HOUSING TRUST FUND CORPORATION GRANT CONTRACT FOR NY MAIN STREET PROGRAM

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the New York State Housing Trust Fund Corporation Office of Community Renewal (OCR) has made available and awarded the Town of Riverhead \$500,000 as part of the 2010 New York Main Street Program to provide up to 75% state funds and 25% private funds to support, among other things, main street revitalization projects that help attract businesses, improve commerce and revitalize local economies; and

WHEREAS, the Town of Riverhead Board desires to foster the continued development in the Riverhead Business Improvement District; and

WHEREAS, NYS OCR has submitted the grant agreement for the above referenced grant (SHARS ID #20103381) with an effective date of August 31, 2010; and

WHEREAS, the Town of Riverhead Community Development Department seeks to begin administering the grant by soliciting project applications for building renovations in the Riverhead Business Improvement District; and

NOW, THEREFORE, BE IT RESOLVED, that the Town of Riverhead Supervisor be and is hereby authorized to sign the attached grant agreement with NYS OCR subject to review and approval by the Town Attorney; and

BE IT FURTHER RESOLVED, that the Town Board authorizes and instructs the Accounting Department to set up a budget and issue purchase orders for the above mentioned grant once the agreement is fully executed and approved; and

BE IT FURTHER RESOLVED, that the Community Development Department is authorized to begin administering the grant by soliciting project applications for building renovations in the Riverhead Business Improvement District; 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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

On a motion of Councilman Dunleavy, seconded by Councilman Wooten resolution #707 was TAKEN OFF THE FLOOR

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

David A. Paterson
Governor



Brian E. Lawlor
Chairperson

OFFICE OF COMMUNITY RENEWAL
New York State Housing Trust Fund Corporation

August 31, 2010

Honorable Sean Walter
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Dear Supervisor Walter:

Re: SHARS ID #20103381

Congratulations on being selected as a recipient of the 2010 New York Main Street (NYMS) Program.

Enclosed are two copies of the grant agreement for the above-referenced project. The effective date of your Grant Agreement is August 31, 2010. All funds must be expended and the project completed within the 24-month term, which expires on **August 31, 2012**. Included in the Grant Agreement is a Schedule A, which is the Office of Community Renewal's (OCR) approved NYMS Program budget including the proposed accomplishments of the project and a description of the target area, as stated in the application. Both copies of the Grant Agreement must be signed by an authorized representative of your organization and returned to our office within 15 days of receipt of the Grant Agreement. In addition to the signed Grant Agreements, proof of comprehensive general liability insurance coverage, per "Section 11" of the enclosed Grant Agreement; and, if a not-for-profit organization, a copy of your organization's certificate of incorporation and filing receipt must be submitted. The signed Grant Agreement and the required documents must be returned to my attention **within 15 days of receipt of this letter**. After the agreement is fully executed, a copy will be returned to you.

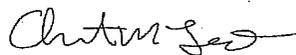
Instructions regarding the disbursement of funds including the required forms are available on our website, www.nysdhcr.gov/Forms/NYMainStreet. Eligible program costs incurred pursuant to this agreement may be requested for reimbursement upon execution of the grant agreement. Prior to the commitment or expenditure of funds, the environmental effects of each activity carried out with NYMS funds must be assessed in accordance with the State Environmental Quality Review Act and the State Historic Preservation Office.

If you have any questions concerning your project and/or the completion of the grant agreement and associated documents, please contact Julianne Clouthier, Technical Assistance & Planning Coordinator, at (518) 474-2057.

Hampton Plaza, 38-40 State Street, Albany, New York 12207-2804
Phone: (518) 474-2057 | Fax (518) 474-5247
www.nysdhcr.gov

We look forward to working with you to successfully achieve the goals of your New York Main Street Program.

Sincerely,

A handwritten signature in cursive script, appearing to read "Christian Leo".

Christian Leo
Program Director

(2) ENCS

cc: Julianne Clouthier, Technical Assistance & Planning Coordinator
Chris Kempner, Community Development Director

NEW YORK STATE
MAIN STREET PROGRAM
GRANT AGREEMENT

This **AGREEMENT** made effective as of the 31st day of August, 2010, by and between the New York State Housing Trust Fund Corporation ("Corporation"), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law (the "PHFL") with an office at 38-40 State Street, Hampton Plaza, 9th Floor, Albany, New York 12207, and the Town of Riverhead ("Recipient"), a not-for-profit corporation organized pursuant to the Not-For-Profit Corporation Law of the State of New York or a unit of general local government, having its principal place of business at 200 Howell Avenue, Riverhead NY 11901.

WITNESSETH:

WHEREAS, pursuant to Article XXVI and the regulations promulgated thereunder (collectively, "Statutes"), the Corporation is authorized to enter into contracts to provide grants to qualified community based not-for-profit corporations and units of general local government for the revitalization of eligible main street and surrounding downtown areas under the New York MainStreet program ("NYMS"); and

WHEREAS, the Recipient has applied to the Corporation for NYMS funds to administer a local NYMS program ("Program") as described in the Recipient's 2010 Funding Round application; and

WHEREAS, the Corporation has selected the Recipient to receive an award of NYMS funds to be used for eligible costs to complete the Program ("Program Costs"), in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of this Agreement, the Statutes, and the Corporation's applicable rules, regulations, policies and procedures, as amended from time to time.

NOW, THEREFORE, in furtherance of the Program, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

1. Scope of Work.

The Recipient shall (a) complete the Program in accordance with the Recipient's approved application ("Application"), which is incorporated herein and summarized in Awarded Budget & Projected Accomplishments attached as **Schedule A**, and its Administrative Plan ("Plan") attached as **Schedule B**, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation, and (b) adhere to the Awarded Budget reflected in **Schedule A**, and (c) adhere to the Corporation approved Program Schedule,

which shall not in any event exceed the term of this Agreement as defined below. The Recipient represents that it has obtained the managerial and technical capability necessary to undertake and perform the Plan in a satisfactory manner.

2. **Term.**

The period of performance for all activities assisted pursuant to this Agreement shall be twenty-four months commencing on the effective date of this Agreement and ending on August 31, 2012, unless sooner terminated as provided for herein.

3. **Program Costs.**

The maximum amount of NYMS funds to be provided to the Recipient is Five Hundred Thousand Dollars (\$500,000). The Corporation agrees to reimburse the Recipient for Program Costs described in the Application and the Plan, and contained in the Awarded Budget. Program Costs shall not exceed the amount of NYMS funds available. Any modification, amendment or rescission of Program Costs must be requested in writing, and approved in writing by the Corporation.

4. **Use of NYMS Funds to Make Loans.**

If the Recipient has been approved by the Corporation to utilize NYMS funds to make loans, and this Agreement is terminated, or if there is a finding by the Corporation of deficient performance or inadequate management capacity by the Recipient, the Corporation shall have the right to require that all payments due under the loan be paid directly to the Corporation, and the Corporation shall be entitled to all rights and remedies under any loan documents between the Recipient and the borrower. The following language must be inserted into every Promissory Note that evidences a loan of NYMS funds by the Recipient:

“The Lender, in consideration of the New York Main Street (“NYMS”) grant awarded to it by the New York State Housing Trust Fund Corporation (“HTFC”), assigns all of its rights and remedies under this Promissory Note to HTFC. In the event (i) the NYMS Agreement entered into between the Lender and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, finds deficient performance or inadequate management capacity on the part of the Lender, HTFC shall have the right to notify the Debtor under this Promissory Note to make payment directly to HTFC, and to enforce any and all obligations of the Debtor under this Promissory Note or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to Lender and Debtor written notice thereof, Lender is authorized to collect payments and enforce all rights under this Promissory Note.”

5. **Regulatory Period.**

The Recipient, for a period of five (5) years from the final disbursement of NYMS funds (“Regulatory Period”), shall take all necessary steps to ensure that owners of properties improved under the Program (“Assisted Property”) maintain the structures and their façades

in good condition. The Recipient shall also take all necessary steps to ensure that streetscape enhancements are maintained and kept in good condition during the Regulatory Period. Residential units improved under the Program that become vacant during the Regulatory Period must be marketed, and made affordable, to persons of low income defined as persons and families whose incomes do not exceed ninety percent of the median income for the metropolitan statistical area in which the target area is located. The Recipient shall require every owner of an Assisted Property to execute a Declaration in the form attached as Schedule C, which shall be filed in the County Clerk's Office for the county in which the Assisted Property is located. The Recipient agrees to operate, monitor and regulate the Program in accordance with the Plan, and in compliance with the terms of this Agreement, throughout the Regulatory Period.

6. Report and Access to Records.

During the Term and the Regulatory Period, the Recipient shall file progress reports with the Corporation in a form and containing such information as the Corporation may require. The Recipient further agrees to provide the Corporation with reports, records and accounts in such form, content and frequency as required by the Corporation. These reports may include, but not be limited to:

Final Report. Upon the request of the Corporation, the Recipient shall within thirty (30) days thereof, provide an interim and/or final report setting forth the work performed pursuant to this Agreement and providing such other information as may be requested by the Corporation.

7. Supporting Documentation.

All expenditures made from NYMS funds pursuant to this Agreement shall be supported by written bids, written contracts, billings, bank documents and any other documentation that the Corporation may request in order to establish that such NYMS funds have been used in accordance with the terms of this Agreement.

8. Disbursement.

The Recipient shall submit to the Corporation requests for disbursements in such form and manner and at such times as the Corporation may require. The Recipient shall not request disbursement of funds under this Agreement until the funds are needed for payment of incurred eligible costs. Each such request shall (a) state the amount requested to be disbursed; (b) be certified by an officer of the Recipient and, where required by the Corporation, by a licensed architect or engineer retained by the Recipient; and (c) constitute an affirmation that the representations and warranties contained in Section 9 hereof remain true and correct on the date thereof. All NYMS funds paid to the Recipient shall be disbursed to the contractor or vendor within five business days of receipt, except where such funds are to reimburse the Recipient for payments already disbursed to the contractor or vendor. At its option, the Corporation may make such disbursements, as the Corporation determines, directly to the contractor or vendor, and the execution of this Agreement by the Recipient shall constitute an irrevocable direction and authorization to so disburse the funds. No further direction or authorization from the Recipient shall be necessary to warrant such

direct disbursement, and all such disbursements shall satisfy pro tanto the obligations of the Corporation. The Corporation shall have no obligation to make disbursements for items other than eligible Program Costs, as herein defined.

9. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

- (a) It is, as of the date hereof, and has been for at least one year prior to the execution of this Agreement, duly organized, validly existing and in good standing under the Not-for-Profit Corporation Law of the State of New York and is authorized to enter into this Agreement and the transactions contemplated hereby; or it is, as of the date hereof, a unit of general local government duly organized and validly existing under the laws of the State of New York and is authorized to enter into this Agreement and the transactions contemplated hereby.
- (b) If applicable, it has secured commitments for such additional funds sufficient to complete the Program and that the source of such funds is specified in the Awarded Budget.
- (c) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or complete the Program.
- (d) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.
- (e) The Program, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Program or any construction performed in connection therewith.
- (f) All construction, if any, heretofore performed in connection with the Program has been performed within the perimeter of the Target Area, identified in the Application and summarized in Awarded Budget & Projected Accomplishments attached as Schedule A, in accordance with the Plan and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Recipient, the Program or any construction performed in connection therewith (any of the foregoing a "Requirement," collectively "Requirements"), and with any restrictive covenants applicable to the Assisted Property, and the intended use of the Assisted Property complies with all applicable zoning ordinances, regulations and restrictive covenants.
- (g) The Plan and any other information contained herein or heretofore provided to the Corporation by the Recipient is true and correct in all respects and accurately represent the condition of the Program and of the Recipient as of the respective dates thereof, no materially adverse change has occurred in the condition of the Program or the financial conditions of the Recipient since the respective dates thereof, and the Recipient has neither received, nor made application for nor received commitments for, any additional grants or loans, other than those specified in the Awarded Budget.
- (h) There is no default on the part of the Recipient under this Agreement or under any other instrument executed in connection with the Program or with any other Program funded by the New York State Division of Housing and Community Renewal or the Corporation, and no event has occurred and is continuing which notice or the passage

of time would constitute an event of default thereunder.

- (i) This Agreement and all other instruments executed in connection with the Program will be, upon execution thereof, legal, valid and binding instruments enforceable against the Recipient in accordance with their terms.

10. Covenants of the Recipient.

The Recipient covenants as follows:

- (a) It will comply promptly with any Requirement and furnish the Corporation, upon request, with official searches made by any governmental authority.
- (b) It will cause all conditions hereof to be satisfied in a timely manner and will comply with all Program requirements and guidelines, as well as any applicable State laws and regulations, as amended.
- (c) It will, upon demand, correct any defect in the Program or any departure from the Plan not approved by the Corporation. The disbursement of any NYMS funds hereunder shall not constitute a waiver of the Corporation's rights to require compliance with this covenant with respect to any such defects or departures from the Plan.
- (d) It will place at any construction site a sign, the form of which shall have been approved by the Corporation, identifying the participation of the Governor of the State of New York, and the Corporation in the financing of the Program, which sign shall be of a size and in a location so as to be visible from outside the construction site, as approved by the Corporation.
- (e) It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.

11. Insurance.

During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with an insurance certificate for comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, together with certificates for automobile insurance (if applicable), fire insurance, worker's compensation and disability benefits in amounts satisfactory to the Corporation. The Corporation reserves the right at any time to suspend or terminate this Agreement if it determines that the Recipient's insurance coverage for the Program is insufficient. All certificates shall be with a New York State licensed carrier of insurance. The insurance policies shall also provide that the Corporation shall be given thirty (30) days unconditional prior written notice of any non-renewal, cancellation, or change in coverage thereof.

12. Contract Supervision.

It is agreed that the services to be performed under this Agreement shall be subject to the overall administration, supervision and direction of the Corporation and that the Corporation may periodically call meetings which shall be attended by Recipient.

13. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all of the purposes of this Agreement in order to assure the expeditious and satisfactory completion of the Program. The Recipient also agrees to complete promptly all forms and reports as may from time to time be required by the Corporation and/or the State of New York in the proper administration and performance of said services. The Recipient further agrees that the Corporation may modify this Agreement as is deemed necessary by the Corporation to best make use of the Corporation's funding sources available for this Program.

14. Default.

- (a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of NYMS funds shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- (b) The following shall constitute an Event of Default hereunder:
 - (i) if the Recipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or federal law or regulation, or the Program policies and procedures established by the Corporation;
 - (ii) if at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading;
 - (iii) if the Recipient has failed to commence the Program in a timely fashion or has failed to complete the Program within the Term.
- (c) Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity:
 - (i) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice.
 - (ii) Commence a legal or equitable action to enforce performance of this Agreement.
 - (iii) Withhold or suspend payment of NYMS funds.
 - (iv) Recapture any NYMS funds disbursed to the Recipient on a pro rata basis over the Regulatory Period. The amount to be recaptured shall be determined by reducing the original amount of NYMS funds disbursed to the Recipient by one fifth (1/5th) for each year of the Regulatory Period the Recipient was in compliance with this Agreement.
 - (v) Exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of NYMS funds expended or used in an unauthorized manner or for an unauthorized purpose.
- (d) In the event this Agreement is terminated by the Corporation for any reason, or upon

the closeout of the Program, unless the Recipient obtains the prior written consent of the Corporation to the contrary, all unspent NYMS funds held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent NYMS funds, the expenditure or use of NYMS funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover NYMS funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

15. Indemnification.

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Program. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

16. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of NYMS funds received pursuant to this Agreement for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation. The Recipient shall follow a formal procedure approved by the Corporation in soliciting and entering into contracts, leases and/or agreements which will be paid with NYMS funds under this Agreement.

17. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on the Recipient herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior written consent shall be void. No such assignment or delegation shall be effective until the proposed assignee or delegatee (the "Assignee"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement or Assignee shall assume the obligations imposed on the Recipient by this Agreement, and ensure that the Assignee will comply with all of its obligations under this Agreement. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto.

18. Property Release.

In order to permit the Corporation to publish photographs of Assisted Property for promotional or public relation purposes, the Recipient agrees to obtain a written consent, in the form attached as Schedule D, from each owner of an Assisted Property, which it will provide to the Corporation upon request.

19. Miscellaneous.

- (a) All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change or address shall be deemed to have been given when it is received.
- (b) No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection herewith, unless such action shall be commenced within six (6) months after the termination of this Agreement, or one year from the accrual of the cause of action, whichever is earlier.
- (c) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law.
- (d) Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agent designated by the Corporation for such purpose. All consents and approvals to be given by the Corporation hereunder must be in writing.
- (e) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such sections.

20. Schedules.

The following schedules are hereby incorporated into this Agreement and the Recipient, shall adhere to the provisions contained therein.

- Schedule A Awarded Budget & Projected Accomplishments
- Schedule B Administrative Plan
- Schedule C Declaration Form
- Schedule D Property Release Form

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

New York State Housing Trust Fund Corporation

By: _____

Name: Joseph J. Rabito

Title: President

Town of Riverhead

By: _____

Name: Honorable Sean Walter

Title: Town Supervisor

Schedule A
2010 Awarded Budget & Projected Accomplishments

SHARS Number: 20103381

<u>Local Program Administrator</u> Town of Riverhead	<u>Municipality</u> Town of Riverhead	<u>Awarded Amount</u> \$500,000
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Award Budget:

<u>Funding Source</u>	<u>Amount</u>
NYMS	\$500,000
Other Sources	\$23,500,000
Projected Total Funding:	\$24,000,000

Activity Budget Detail:

<u>Activity(ies)</u>	<u>Amount</u>
Building Renovation	\$212,500
Anchor	\$250,000
Admin	\$37,500
Total:	\$500,000

Projected Accomplishments

Target Area:

The target area is bounded on the north by East Second Street, on the east by land adjacent to the property boundary of the Treasure Cove Resort and Marina, on the south by the Peconic River, and on the west by Peconic and Roanoke Avenues.

Units:

7 Residential Units
7 Commercial Units
1 Anchor Commercial Unit

Schedule B
New York Main Street
Administrative Plan

Town of Riverhead

1. Project Development

1. a. Marketing the Program

Town of Riverhead, the Local Program Administrator (LPA), will conduct outreach in the target area to make all property owners aware of the availability of financial assistance through the New York Main Street (NYMS) Program. Town of Riverhead will develop and distribute informational materials to market program availability and explain requirements. These will be distributed to businesses and property owners in the target area and made available for distribution to local governments, libraries, chambers of commerce, business associations, and other local partners. Public informational meetings will be held at one or more locations within the community to present information and answer questions. Instructions on how to apply for assistance and required forms will be available at the offices of Town of Riverhead and other local partners.

1. b. Project Selection

Town of Riverhead will select projects in the target area that have historic value, are visually prominent on Main Street, or that will, with the assistance of grant funds, realize a stabilization or expansion of a Main Street business. Priority will also be afforded to:

1. Properties where immediate action will help alleviate or prevent dangers to the health and safety of the community,
2. Historic properties in danger of being lost, in part or in total, to disrepair or damage,
3. Properties where façade improvement would reduce blight or contribute to the economic recovery of the target area, or
4. Properties that include a residential component.

Applications will be considered in the order received by Town of Riverhead. Applicants will be notified within 30 business days of the submission of a complete application of the disposition of the application.

2. Project Development

2. a. Work Write-up / Scope of Work

If Town of Riverhead determines an initial application to be eligible for assistance, Town of Riverhead will meet with the property owner to develop a scope of work and an initial estimate of costs. This meeting may occur at the building site or after a visit to the site.

The property owner will be responsible for paying for all agreed upon repairs, but Town of Riverhead will not reimburse more than the costs identified in the 2010 Request for Proposals document. Payment will only be made upon satisfactory completion of all work. Satisfactory completion will be determined by Town of Riverhead. Town of Riverhead may assist owners in obtaining interim financing.

The priorities for the scope of work will include: (1) immediate health and safety concerns, (2) the correction of code violations, (3) addressing any lead-based paint hazards that may exist in buildings that contain residential units, (4) installation of energy conservation measures, (5) consistency with any other local program design guidelines, and (6) preservation of historical elements of the building. Town of Riverhead will explain requirements related to lead-based paint hazards, energy efficiency, historic design standards, or any other work scope issues with the property owner. Town of Riverhead will be responsible for coordinating work write-ups with local code officials, the State Historic Preservation Office, and other regulators. If needed, additional experts may be consulted. Town of Riverhead and the property owner will sign-off on a scope of work before the owner is authorized to seek bids for the work.

2. b. Contractor Selection

The property owner will be encouraged to select at least two contractors to supply price quotes. Contractors must be able to provide required insurance and perform work in compliance with applicable standards. Town of Riverhead will establish a list of contractors that meets these requirements; Town of Riverhead will make that list available to owners. If the property owner would like to use a contractor not on the list, references and proof of proper insurance must be supplied to Town of Riverhead. Town of Riverhead will ensure that Women- and Minority-owned Business Enterprises are represented on contractor lists.

The quotes will be received by Town of Riverhead. Town of Riverhead will advise the property owner of acceptability of bids/proposed cost. If the property owner chooses other than the lowest bidder, re-imbursement will be based on the amount of the lowest bid.

2. c. Contracting Procedures

Town of Riverhead will enter into a contract with the property owner to provide the agreed financial assistance, subject to the property owner entering into a contract based on the agreed scope of work and the work beginning within 30 days of Town of Riverhead approval.

The Contract between Town of Riverhead and the property owner will specify that payments will be made after all work is complete. In addition, it will provide that Town of Riverhead has the right to inspect work at anytime and cancel the contract should the work being done be inconsistent with the standards mentioned in the preceding sections, or if problems with the workmanship arise, or if insurance is not maintained by the contractor.

3. Construction Management/Quality Control

3. a. Design Standards

All work will be completed in accordance with design standards that are developed to meet the priorities listed in section 2a. These standards will be consistent with the requirements of the State Historic Preservation Office, the Housing Trust Fund Corporation (HTFC), and Town of Riverhead. Town of Riverhead will enforce the standards throughout the development process.

3. b. Inspections

Town of Riverhead retains the right to inspect work in progress at any point. Before a final payment can be made, a final inspection will be required. Town of Riverhead, the local code enforcement officer, and the property owner will all verify that the work was completed properly and is consistent with the contracted scope of work.

4. Financial Management

4. a. Staff

Town of Riverhead's chief financial officer will be responsible for all financial transactions under this contract.

4. b. Interim / Construction Financing

NYMS is a reimbursement program. Local property owners will be responsible for obtaining construction or interim financing for their project. Town of Riverhead may assist owners in obtaining financing where requested, but property owners are free to make their own arrangements.

5. Ongoing Maintenance

5. a. Obligations

Property owners will be required to maintain property assisted with NYMS funds for a period of five years after final payment is made. This requires that any assisted residential units, when they become available, be marketed and affordable to low income households for the enforcement period, and that any commercial or civic units be maintained in a manner that is consistent with the goals of the NYMS program for the enforcement period. Town of Riverhead

will require each property owner receiving NYMS funds to file a "Declaration," in a form approved by HTFC, with the clerk of the county in which the project is located. In the "Declaration" the property owner will declare that he/she has received assistance from NYMS and will maintain the property in a manner consistent with the program objectives for a minimum of five years. In the event of non-compliance or resale, the amount of grant funds will be subject to repayment in accordance with a simple annual declining balance, based on the five-year enforcement period.

5. b. Responsible Parties

Town of Riverhead will monitor projects assisted under NYMS during the five-year enforcement period. Town of Riverhead will ensure maintenance of Main Street investments. Town of Riverhead will periodically inspect assisted property and will conduct any inspections directed by HTFC.

**Schedule C
Declaration Form**

This Declaration is made and executed this _____ day of _____, 20__.

WHEREAS, the undersigned is/are the owner(s) ("Owner") of the premises described below and made a part hereof ("Premises"); and

WHEREAS, the Owner acknowledges that the Premises have been improved with moneys provided by the New York State Housing Trust Fund Corporation ("HTFC") under its New York Main Street revitalization program ("Program").

NOW, THEREFORE, the Owner hereby declares that for a period of five (5) years ("Regulatory Period") commencing as of the date hereof and terminating _____, 20__, ("Termination Date"), the Premises shall at all times be maintained in good operating order and condition, and all necessary repairs, renewals, replacements, additions and improvements shall, from time to time, be promptly made. Furthermore, during the Regulatory Period the Owner hereby declares the Premises shall not be moved, demolished or altered without the prior written consent of the HTFC. The Owner also hereby declares that, if the Premises contain residential units that were improved under the Program and such improved units become vacant during the Regulatory Period, they shall be marketed, and made affordable, to persons of low income as defined under Article XXVI of the New York Private Housing Finance Law.

This Declaration shall be subordinate to a first mortgage granted to the Owner by a lending institution authorized to conduct business in the State of New York.

All the grants, covenants, terms, provisions and conditions herein shall run with the land, binding all subsequent owners, encumbrances and tenants of the Premises.

This Declaration shall automatically lapse on the Termination Date unless extended in writing and recorded in the Office of the Clerk of the County in which the premises are located.

IN WITNESS WHEREOF, this instrument has been signed the day and year set forth above.

OWNER(S): _____

ADDRESS: _____

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, 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.

NOTARY PUBLIC

Schedule D
New York Main Street
Property Release Form

For valuable consideration received, I, _____ (print name), give to the New York State Housing Trust Fund Corporation ("HTFC"), the unrestricted right to use, for any lawful purpose, any photographs taken of the property listed below, which I own and/or for which I have the authority to grant such permission, and to use my name in connection therewith if it so chooses.

I release and discharge HTFC from any and all claims or causes of action arising from the use of such photographs, including, without limitation, claims for libel or invasion of privacy.

I am eighteen years of age or older. I have read this release and understand its contents. This release is binding upon me, my heirs, successors, and assigns.

Property:

Signed: _____

Witness: _____

Dated: _____

Address: _____

TOWN OF RIVERHEAD

Resolution # 708

**AUTHORIZES THE SUPERVISOR TO EXECUTE LEASE AGREEMENTS
FOR CELLULAR TOWER SITES WITH BEACON WIRELESS, LLC AND
SUFFOLK WIRELESS, LLC**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Board of the Town of Riverhead authorized the issuance of a Request for Proposals for Placement of Cellular Towers on Property Owned by the Town of Riverhead by Resolution #417 adopted on June 2, 2010; and

WHEREAS, the Request for Proposals for Placement of Cellular Towers included four sites owned by the Town of Riverhead: Sewer District, Yard Waste Facility, Osborn Avenue Highway Yard and Wading River Highway Yard; and

WHEREAS, pursuant to the terms of the request for proposals, each proposal must comply with the instructions in the Notice to Bidders and required that all proposals be submitted on or before June 23, 2010 at 11:00 am; and

WHEREAS, on June 23, 2010 within the time parameters set forth in the Request for Proposals, the Town did receive proposals from three qualified cellular companies; and

WHEREAS, pursuant to the terms of the request for proposals, the Town Board did compare and evaluate each proposal based on the totality of the bidder's presentation regarding the placement and operation of the Cellular Towers on Property owned by the Town of Riverhead, including but not limited to, payment of any and all lease payments, monthly revenues or charges relating to use of utilities etc.; and

WHEREAS, after serious consideration of all three responses to the Request for Proposals, the Town Board has determined that it is in the best interests of the Town of Riverhead to award three of the proposed town owned sites: Sewer District, Yard Waste Facility, and Osborn Avenue Highway Yard as follows: the Town awards Beacon Wireless, LLC an opportunity to enter into a lease agreement for a wireless communications system at the Yard Waste Facility site described as SCTM # 0600-80.2-6.1 subject to Option A-60% of all rental revenue from wireless providers with 3% annual increase per wireless provider, flagpole design, and installation of such public

safety antennas as set forth in the request for proposal and as may be required by the Town and award Suffolk Wireless an opportunity to enter into lease agreements for the two remaining proposed Town owned sites: Sewer District and Osborn Avenue Highway Yard, subject to and contingent upon a onetime payment of \$100,000.00 per site plus 50% of gross revenue with minimal monthly rental of \$4,500.00 per site, a 3% annual increase per wireless provider/co-locater, and installation of emergency services antennas on any or all of the tower sites described herein.

NOW THEREFORE BE IT RESOLVED, that the Town Board awards Beacon Wireless, LLC, an opportunity to enter into a lease agreement with the Town of Riverhead for a wireless communications system at the Yard Waste Facility site described as SCTM # 0600-80.2-6.1 subject to Option A-60% of all rental revenue from wireless providers with 3% annual increase per wireless provider, flagpole design, and installation of such public safety antennas as set forth in the request for proposal and as may be required by the Town and awards Suffolk Wireless, LLC an opportunity to enter into lease agreements for the Town owned sites: Sewer District and Osborn Avenue Highway Yard, subject to and contingent upon a onetime payment of \$100,000.00 per site plus 50% of gross revenue with minimal monthly rental of \$4,500.00 per site, a 3% annual increase per wireless provider/co-locater, and installation of emergency services antennas on any or all of the tower sites described herein; and be it further

RESOLVED, that the Supervisor is authorized to execute a lease agreement for each site in substantially the same form as is annexed hereto and subject to review and recommendation for signature approval by the Office of the Town Attorney; 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 Gabrielson Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

On a motion of Councilman Dunleavy, seconded by Councilman Wooten resolution #708 was TAKEN OFF THE FLOOR

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

TOWN OF RIVERHEAD

Resolution # 709

**RESOLUTION TO ADOPT A POLICY RESTRICTING THE USE OF VIRTUAL GLOBE
MAP AND GEOGRAPHIC INFORMATION PROGRAMS**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio.

WHEREAS, many residents, together with local and regional community groups, have expressed their objection to and fear of eroding privacy rights by the Town of Riverhead Building Department's use of virtual globe map and geographic information programs (commonly referred to as satellite imagery or coined "eye in the sky") to identify and initiate prosecution against residents in violation of Town Code provisions; and

WHEREAS, the Town recognizes the powerful new advances in technology with the ability to gather sharp and clear images by use of satellite imagery; and

WHEREAS, the Town recognizes that satellite imagery is not simply used for law enforcement purposes, but this technology is also used for commercial and private purposes; and

WHEREAS, the Town recognizes the need to balance the Town's right to use satellite imagery, particularly in areas of public view, (often referred to as the "plain view rule" or "open field doctrine"), and record events in public places for which individuals do not have a reasonable expectation of privacy under the Town's police powers with a resident's right and expectation of privacy in their homes or areas not readily observable from a public location; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby adopts the annexed policy titled "Policy Regarding Use of Virtual Globe Map and Geographic Information Programs to Initiate or Commence Prosecution for Violations of the Provisions of the Town Code of the Town of Riverhead by Town Departments" restricting use of satellite imagery as the basis or foundation of prosecutions in areas not readily observable from public locations and restricting use of satellite imagery to conduct "sweeps" in place of field inspections and investigations without approval of the Town Board, to be made effective immediately, and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution, together with the annexed Policy Restricting Use of Virtual Globe Map and Geographic Information to all Department Heads; and

RESOLVED, that all Town Hall Departments and employees may review and obtain a copy of this resolution, together with the annexed Policy Restricting Use of Virtual Globe Map and Geographic Information from Doculex, and if need, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielson Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

On a motion of Councilman Dunleavy, seconded by Councilman Wooten resolution #709 was TAKEN OFF THE FLOOR

YES – 5 Giglio, Gabrielsen, Wooten, Dunleavy, Walter

NO - 0

TOWN OF RIVERHEAD
POLICY REGARDING USE OF VIRTUAL GLOBE MAP AND GEOGRAPHIC
INFORMATION TO INITIATE OR COMMENCE PROSECUTION FOR VIOLATION
OF THE PROVISIONS OF THE TOWN CODE OF THE TOWN OF RIVERHEAD BY
TOWN DEPARTMENTS

This policy seeks to balance the Town's right to use satellite imagery, particularly in areas of public view, often referred to as the "plain view rule" or "open field doctrine", and record events in public places for which individuals do not have a reasonable expectation of privacy under its police powers with a resident's right and expectation of privacy in their homes or areas not readily observable from a public location.

- I. Town Departments, it employees, agents or representatives, not including enforcement personnel employed by the Town of Riverhead Police Department, charged with the duty and responsibility to enforce the provisions of the Town Code, including but not limited to Chapters 52 and 108, shall not utilize virtual globe map and geographic information to initiate or commence prosecution of any violation(s) of the Town Code.
- II. Town Departments, it employees, agents or representatives, not including enforcement personnel employed by the Town of Riverhead Police Department, charged with the duty and responsibility to enforce the provisions of the Town Code may use virtual globe map and geographic information to supplement information obtained through inspection and investigation which forms the basis or foundation for initiation or commencement of a prosecution of any violation(s) of the Town Code.
- III. Town Departments, it employees, agents or representatives, not including enforcement personnel employed by the Town of Riverhead Police Department, charged with the duty and responsibility to enforce the provisions of the Town Code may use virtual globe map and geographic information where there exists no reasonable expectation of privacy, i.e. plain view or open field doctrine, to initiate or commence prosecution of any violation(s) of the Town Code.
- IV. Town Departments, it employees, agents or representatives, not including enforcement personnel employed by the Town of Riverhead Police Department, charged with the duty and responsibility to enforce the provisions of the Town Code, shall not utilize virtual globe map and geographic information to conduct "sweeps" in place of field inspections and investigations without approval of the Town Board.
- V. Town Departments, it employees, agents or representatives may seek guidance, opinion or interpretation of the policy provisions set forth above from the Office of the Town Attorney.
- VI. This policy shall take effect immediately upon adoption by the Town Board of the Town of Riverhead.