

RESOLUTION LIST

February 3, 2015

- Res. #93** Water District Water Meter Equipment Budget Adjustment
- Res. #94** Plant 16 Treatment System Improvement Project Budget Adjustment
- Res. #95** Water District Budget Adjustment
- Res. #96** Town of Riverhead Home Improvement Selection Policy
- Res. #97** Authorizes Notice to Bidders for Sanitary Pump Station Upgrades
Ball Field Pump Station Calverton Sewer District Contract No. CASD
14-02
- Res. #98** Wellhead Treatment for Perchlorate Removal – Plant No. 16 Contract
B – Building and Piping Installation Riverhead Water District
- Res. #99** Authorizes Publication of a Help Wanted Advertisement RE:
Attendance at Suffolk County Police Academy
- Res. #100** Appoints a Senior Cook to the Seniors Program (Frank Greenwood)
- Res. #101** Accepts the Resignation of a Clerk Typist (Marie Vigliotti)
- Res. #102** Extends Bid Contract for Fire and Security Alarm Systems
- Res. #103** Approves Engineering Department Request for Change Order
Related to Bid for Onsite Grinding of Town Yard Waste
- Res. #104** Authorizes Attendance at the 2015 Training School and Annual
Meeting Held by the Association of Towns (February 15-18, 2015)
- Res. #105** Authorizes the License Agreement with Pictometry International
Corp. for One Year Term
- Res. #106** Authorizes the Retention of R.D. Geronimo Ltd. as an Expert in the
Matter of Baiting Hollow Golf Club v. Riverhead Town Assessors
- Res. #107** Authorizes the Supervisor to Execute an Agreement with Sidney B.
Bowne & Son, LLP
- Res. #108** Authorizes the Supervisor to Execute an Agreement with D&B
Engineers and Architects, P.C.
- Res. #109** Authorizes the Supervisor to Execute an Agreement with Barist
Elevator Company, Inc.
- Res. #110** Authorizes Nunc Pro Tunc Co-Sponsorship of Weekly
Saturday/Sunday Farmer’s Market from January 3, 2015, to May 17,
2015, with the Riverhead Business Improvement District

Management Association, Inc.; Authorizes Approval of a License Agreement with Designated Farm Vendors Regarding Real Property Located at 221 East Main Street, Riverhead

- Res. #111** Authorizes the Town of Riverhead to Direct Kim A. Young to Remove all Litter, Garbage/Refuse, Rubbish, Yard Waste, Weeds, Noxious Plants, Grass and/or Rank Vegetation in Excess of Ten (10) Inches in Height Upon the Premises Known as 178 Main Road Aquebogue, New York, 11931, a/k/a SCTM #0600-085.00-02-002.00 Pursuant to Riverhead Town Code Chapter 96
- Res. #112** Extends Professional Services Agreement with Vehicle Tracking Solutions for Automated Vehicle Location and Monitoring for Town of Riverhead Highway Department
- Res. #113** Reappoints Member to the Board of Assessment Review (Brian Mills)
- Res. #114** Rejects Bids Responsive to the Request for Proposals for Credit Card Payment Processing, Debit Card Payment Processing and Electronic Check Payment Processing Published and Posted on April 24, 2014, and Authorizes the Town Clerk to Re-Publish and Post a Request for Proposals for Credit Card Payment Processing, Debit Card Payment Processing and Electronic Check Payment Processing for the Benefit of the General Public Regarding Both In-Person and Internet Transactions
- Res. #115** Authorizes the Supervisor to Execute an Agreement (Thomas Parris)
- Res. #116** Authorizing Waiver of 30 Day Notification Required by the New York State Liquor Authority
- Res. #117** Pays Bills

TOWN OF RIVERHEAD

Resolution # 93

WATER DISTRICT
Water Meter Equipment

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS a transfer of funds is requested for the purchase of water meter equipment;

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

		<u>FROM</u>	<u>TO</u>
112.083200.541100	Repair & Maintenance Account	15,000	
112.083200.524451	Water Meter Equipment		15,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 94

PLANT 16 TREATMENT SYSTEM IMPROVEMENT PROJECT
BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS a transfer of funds is requested from the Water Key funds for the installation of Perchlorate Treatment System at Plant 16, Capital Project 30121.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and hereby, authorizes the transfer of funds from the Water Repair and Maintenance Fund and establish the following budget adjustment:

		<u>FROM</u>	<u>TO</u>
412.095031.481113.30121	R & M Transfer	475,000	
412.083200.523002.30121	Treatment System Installation		475,000

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 95

WATER DISTRICT

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS a transfer of funds is necessary to distinguish between telephone and communications;

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

		<u>FROM</u>	<u>TO</u>
112.083200.546100	Utilities - Telephone	8,500	
112.083200.546500	Utilities – Communication		8,500

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 96

TOWN OF RIVERHEAD HOME IMPROVEMENT SELECTION POLICY

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead receives Federal, State and county funding to implement its Home Improvement Program; and

WHEREAS, the Home Improvement Program program is instrumental in advancing the goal of maintaining affordable and workforce housing by encouraging eligible residents to access funds to repair their homes so that the housing stock remains stable and affordable and Homeowners are not forced to sell their homes due to daunting repair costs; and

WHEREAS, the Town's Home Improvement Program has been in place for 25 years, expending approximately \$1 million dollars in grant funds since 2008, averaging over \$12,000 spent per household and to date has assisted:

- approximately 675 households;
- more than 50% households with senior citizens;
- 75% households in mobile home communities;
- approximately 25% households with a disabled individual

WHEREAS, eligible households live at or below 80% of the area median income (an individual earning \$58,850 or a family of 4 earning \$84,100 or below is eligible to participate); and

WHEREAS, many participating homeowners are seniors over the age of 60 that reside in mobile home communities, Long Islands last truly affordable unsubsidized housing; and

WHEREAS, upon the recommendation of the Riverhead Senior Citizens Committee the Community Development Department would like to adopt a selection policy that prioritizes seniors; and

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby establishes the following Home Improvement Program Priority Selection Criteria:

HOME IMPROVEMENT PRIORITY SELECTION CRITERIA

1. **DATE OF RECEIPT OF COMPLETED APPLICATION**
2. **NO PARTICIPATION IN PROGRAM PREVIOUSLY**
3. **ELDERLY** (over age 60)
4. **EMERGENCY**
- Immediate emergencies: No heat / no water

- Emergencies such as active leaks (windows, roof, plumbing, etc.) are prioritized
- 5. **HOUSEHOLDS WITH CHILDREN / DISABLED/VETERANS**
- 6. **NON-EMERGENCY** (selected for completion by date of application)

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

BE IT FURTHER RESOLVED, that the Town Clerk shall provide notification of this resolution to CDD.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 97

**AUTHORIZES NOTICE TO BIDDERS FOR SANITARY PUMP STATION UPGRADES
BALL FIELD PUMP STATION**

CALVERTON SEWER DISTRICT CONTRACT NO. CASD 14-02

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, plans and specifications have been prepared by H2M, consulting engineers to the Calverton Sewer District, regarding Sanitary Pump Station Upgrades, Ball Field Pump Station.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the February 12, 2015 edition of The News Review with regard to receiving bids for Sanitary Pump Station Upgrades, Ball Field Pump Station for the Calverton Sewer District, and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

The Town Board of Riverhead will receive bids for the following contract:

SANITARY PUMP STATION UPGRADES
BALL FIELD PUMP STATION
CONTRACT NO. CASD 14-02

for the Calverton Sewer District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, at 11:00 AM prevailing time, on **Thursday, March 5, 2015**, at which time and place the bids will be publicly opened and read.

Plans and specifications may be examined on or after **Thursday, February 12, 2015** at the Office of the Town Clerk between the hours of 8:30 A.M. and 4:30 P.M. weekdays, except holidays or by visiting the Town of Riverhead website: www.townofriverheadny.gov and click on "Bid Requests".

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

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

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

ACTING AS THE GOVERNING BODY
OF THE CALVERTON SEWER DISTRICT

DIANE WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 98

WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL – PLANT NO. 16
CONTRACT B – BUILDING AND PIPING INSTALLATION
RIVERHEAD WATER DISTRICT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, plans and specifications have been prepared by H2M, consulting engineers to the Riverhead Water District, regarding Wellhead Treatment for Perchlorate Removal at Plant No. 16, Contract B – Building and Piping Installation for the Riverhead Water District.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the February 12, 2015 edition of The News Review with regard to receiving bids for Wellhead Treatment for Perchlorate Removal at Plant No. 16, Contract B – Building and Piping Installation for the Riverhead Water District, and be it further

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

The Town Board of Riverhead will receive bids for:

**WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL
PLANT NO. 16
CONTRACT B – BUILDING AND PIPING INSTALLATION**

for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, by **11:00 AM** on **Wednesday, February 25, 2015**, at which time and place all bids will be publicly opened and read aloud.

Specifications may be examined and obtained on or after February 12, 2015 by visiting the Town of Riverhead website: www.townofriverheadny.gov and click on "Bid Requests".

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

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

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

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD WATER DISTRICT

DIANE WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 99

AUTHORIZES PUBLICATION OF A HELP WANTED ADVERTISEMENT
RE: ATTENDANCE AT SUFFOLK COUNTY POLICE ACADEMY

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

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the below advertisement as a help wanted advertisement in the February 12, 2015, issue of The News Review.

TOWN OF RIVERHEAD
POSITIONS AVAILABLE

PLEASE TAKE NOTICE, the Town of Riverhead is seeking candidates for the purpose of serving as Part-time Police Officers with the Riverhead Police Department. Candidates must be a U.S. citizen and have reached 20 years of age at the time of application, be a high school graduate, possess a Municipal Police Training Certificate **OR** attend and complete the Suffolk County Police Academy training course **TENTATIVELY** scheduled to commence in the Fall of 2015 and possess a valid N.Y.S. driver's license. Additionally, candidates must successfully pass a psychological evaluation, medical evaluation, physical fitness agility evaluation and polygraph exam. Submit applications to the Office of the Chief of Police, Riverhead Police Department, 210 Howell Avenue, Riverhead, New York, 11901, no later than March 9, 2015. For further information, call the Riverhead Police Department at (631) 727-4500, ext. 315.

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 100

APPOINTS A SENIOR COOK TO THE SENIORS PROGRAM

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the retirement of the Senior Cook at the Riverhead Town Seniors Center has necessitated appointing a replacement to fill this vacancy; and

WHEREAS, in accordance with the CSEA contract, the vacancy for Senior Cook was duly posted for, Job Posting #10, duly advertised for, interviews were conducted; and,

WHEREAS, a recommendation of a suitable candidate has been made by the Personnel Committee.

NOW THEREFORE BE IT RESOLVED, that pursuant to a successfully completed background investigation and effective on February 16, 2015 this Town Board hereby appoints Frank Greenwood to the position of Senior Cook as found on Group 4 Step P of the Clerical and Supervisory Salary Schedule of the CSEA contract.

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 101

ACCEPTS THE RESIGNATION OF A CLERK TYPIST

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town has received written notification from Marie Vigliotti, a Clerk Typist at the Riverhead Town Seniors Center, indicating her intent to resign effective January 3, 2015.

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

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 102

EXTENDS BID CONTRACT FOR FIRE AND SECURITY ALARM SYSTEMS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Engineering Department has requested the contract with Intelli-Tec Security Services be extended; and

WHEREAS, this will be the first extension; and

WHEREAS, the above named vendor has agreed to extend the contract until June 30, 2015 for the same pricing, terms and conditions; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT RESOLVED, that the contract for TOWN OF RIVERHEAD FIRE & SECURITY ALARM SYSTEMS is extended nunc pro tunc, from January 1, 2015 to and including June 30, 2015; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Intelli-Tec Security Services, the Engineering Department and Purchasing; and

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 103

**APPROVES ENGINEERING DEPARTMENT REQUEST FOR CHANGE ORDER
RELATED TO BID FOR ONSITE GRINDING OF TOWN YARD WASTE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead provides a yard waste “drop-off” location for loose (not bagged) yard waste including grass, leaves, brush, logs, and branches to Town residents at the Town’s Yard Waste Facility; and

WHEREAS, depending on the rate of incoming material, volume of material stockpiled on the site and/or type of material, the Town will periodically request the services of an independent contractor to provide the necessary equipment and labor to reduce the volume of the yard waste; and

WHEREAS, the Town Board of the Town of Riverhead, by Resolution #833 adopted on December 2, 2014, authorized the issuance of a Request for Proposals for Onsite Grinding of Town Yard Waste; and

WHEREAS, the Town Engineering Department, recently assigned to manage and monitor all activities at the yard waste facility, did review and evaluate the bids and, after serious consideration and evaluation, the Town Engineering Department determined that Horton Ave. Materials LLC was the lowest responsible bidder and recommended that the Town Board award the bid to Horton Ave. Materials LLC, subject to filing the requisite proof of insurance as set forth in the bid specifications; and

WHEREAS, the Town Board, by Resolution #70 adopted on January 21, 2015 did award the bid to Horton Ave. Materials LLC in the amount of \$2,800.00 per day and \$8,000.00 per three day; and

WHEREAS, after inspection of the materials stock piled at the yard waste facility and in anticipation of scheduling yard waste/mulch grinding events, the Engineering Department determined that it will be necessary to first run the current piles of previously ground mulch, leaves and mixed yard waste through a trommel to separate out soil and decomposed previously ground mulch to properly and economically process the mixed materials at the yard waste facility resulting in usable top soil and larger mulch (which will then be ground/reground), together with less cost per day for equipment/labor for trommel than town labor to separate material together with cost per day for equipment/labor for grinder/screening machine; and

WHEREAS, based upon all of the above, the Engineering Department requests that the Town Board approve a change order permitting the Engineering Department to retain and schedule services from the lowest responsible bidder, Horton Ave. Materials, LLC, not only for grinding/screening services at \$2,800.00 per day and \$8,000.00 per

three day event but also to schedule trommel services at \$2,500.00 per day all subject to such other terms and conditions set forth in the bid specifications.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves a change order permitting the Engineering Department to retain and schedule services from Horton Ave. Materials, LLC not only for grinding/screening services at \$2,800.00 per day and \$8,000.00 per three day event but also to schedule trommel services at \$2,500.00 per day all subject to such other terms and conditions set forth in the bid specifications; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized directed to forward a copy of this resolution to Horton Ave. Materials LLC, 229 Horton Avenue, Riverhead, NY 11901; Town Engineering Department and Purchasing; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 104

**AUTHORIZES ATTENDANCE AT THE 2015 TRAINING SCHOOL
AND ANNUAL MEETING HELD BY THE ASSOCIATION OF TOWNS
(February 15 - 18, 2015)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Association of Towns is hosting their 2015 Training School and Annual Meeting at the Hilton Hotel and the Sheraton NY Hotel, New York City, on Sunday, February 15th through Wednesday, February 18th, 2015; and

WHEREAS, it is the desire of the following individuals to attend such course:

- Sean M. Walter, Town Supervisor
- John Dunleavy, Town Councilman
- Robert F. Kozakiewicz, Town Attorney
- Daniel McCormick, Deputy Town Attorney
- William M. Duffy, Deputy Town Attorney
- George Woodson, Highway Superintendent

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the aforementioned individuals to attend the Association of Towns 2015 Training School and Annual Meeting to be held at the Hilton Hotel and the Sheraton NY Hotel, New York City on Sunday, February 15th through Wednesday, February 18th, 2015; and be it further

RESOLVED, that the Town Board hereby authorizes overnight accommodations to be limited to one evening, Monday, February 16, 2015 at either of the aforementioned hotels; and be it further

RESOLVED, that approved related expenses incurred by the individuals will be reimbursed upon proper submission of receipts and in accordance with the Town of Riverhead Travel and Conference Policy; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 105

AUTHORIZES THE LICENSE AGREEMENT WITH PICTOMETRY INTERNATIONAL CORP. FOR ONE YEAR TERM

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by resolution number 112, adopted on February 19, 2014, the Town Board amended resolution number 75 of 2014 and authorized the execution of a license agreement between Town of Riverhead and Pictometry International Corp. for a one year term, which license agreement permitted for up to 50 users at a discounted annual license fee of \$1,500.00; and

WHEREAS, the term of the current inter-municipal agreement ends on or about February 4, 2015; and

WHEREAS, Pictometry International Corp. has submitted a proposal for a one year license between the Town of Riverhead and Pictometry International Corp. allowing for up to 50 users at a discounted annual license fee of \$1,500.00.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead, be and hereby approves a one year renewal and authorizes the execution of the license agreement by the Supervisor which one year license agreement now allows for up to 50 users at an annual fixed amount of \$1,500.00; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. (“Pictometry”) AND
 TOWN OF RIVERHEAD, NY (“Customer”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
200 Howell Ave.	100 Town Centre Drive, Suite A
Riverhead, New York 11901	Rochester, NY 14623
Attn: Lori Pipeczynski,	Attn: Contract Administration
Phone: (631)727-3200ext.280 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry’s reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities,

fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
TOWN OF RIVERHEAD, NY	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 100 Town Centre Drive, Suite A
 Rochester, NY 14623

ORDER #
C149561

BILL TO
Town of Riverhead, NY
Lori Pipeczynski
200 Howell Ave.
Riverhead, New York 11901
(631)727-3200ext.280
pipeczynski@riverheadli.com

SHIP TO
Town of Riverhead, NY
Lori Pipeczynski
200 Howell Ave.
Riverhead, New York 11901
(631)727-3200ext.280
pipeczynski@riverheadli.com

CUSTOMER ID	SALES REP
A116996	jlang

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 1 Year(s)	\$2,000.00	\$1,500.00 (25%)	\$1,500.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$1,500.00
---	--------------	-------------------

¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement (“Fees”) are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Activation of Connect/POL	\$1,500.00
Total Payments	\$1,500.00

PRODUCT PARAMETERS

CONNECT

Product: Pictometry Connect - CA - 50
Admin User: Lori Pipeczynski
Admin User Email: pipeczynski@riverheadli.com
Requested Activation: At Signing
Special Instructions:

Geofence: NY Suffolk

**PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS) INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing, or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 100 Town Centre Drive, Suite A, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

**PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User'.

[END OF NON-STANDARD TERMS AND CONDITIONS]

TOWN OF RIVERHEAD

Resolution #106

AUTHORIZES THE RETENTION OF R.D. GERONIMO LTD. AS AN EXPERT IN THE MATTER OF BAITING HOLLOW GOLF CLUB V. RIVERHEAD TOWN ASSESSORS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Baiting Hollow Golf Club has commenced tax certiorari proceedings against the Town of Riverhead challenging valuation regarding certain real property known as 100 Club Drive and 100 Fox Hill Drive, Baiting Hollow, New York; also known as SCTM # 0600-40-2-10.3; and

WHEREAS, the Town Board, on advice of Scott DeSimone, Esq., special counsel, has determined that it would be appropriate to engage the services of an expert to perform a trial appraisal report in connection with the these matters.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the retention of R.D. Geronimo LTD, to prepare a trial appraisal report as provided for in the attached letter agreement dated January 13, 2015 to Scott DeSimone, Esq. in connection with the referenced tax certiorari proceedings; and be it further

RESOLVED, that the Town Board hereby authorizes the Law Firm of Scott DeSimone, P.C. to sign the January 13, 2015 agreement with R.D. Geronimo LTD.by and the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Scott DeSimone, P.C., LLP, 41780 Route 25, P.O. Box 233, Peconic, New York 11958-0233 and R.D. Geronimo LTD., 158 Third Street, Mineola, New York 11501-4317; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

R.D. GERONIMO LTD.

REAL ESTATE ADVISORY SERVICES

158 Third Street
Mineola, New York 11501-4317
Tel (516) 294-8600 • Fax (516) 294-8804
Email: rjd@rdgeronimo.com
Website: www.rdgeronimo.com

Affiliate Office
RDNYC Corp.
185 Madison Avenue; Suite 1704
New York, New York 10016
Tel (646) 727-4377 • Fax (212) 576-1507

Richard J. DiGeronimo
MAI, SRPA, CRA

January 13, 2015

Mr. Scott DeSimone
41780 Route 25
P.O. Box 233
Peconic, New York 11958-0233

Re: Tax Certiorari Proceeding
Baiting Hollow Golf Club and Giorgios Catering v. Town of Riverhead
100 Club Drive and 100 Fox Hill Drive, Baiting Hollow, New York 11933
600/400/2/10.003 (previously known as 6.003)
Writ Years: 2012/13-2014/15 - (3 writ years)
Our File No.: P15-001

Dear Mr. DeSimone:

On behalf of the Town of Riverhead, this office will prepare a **Trial Appraisal Report** suitable for a Tax Certiorari proceeding on the above captioned property for a total fee of \$10,000. A retainer in the amount of \$5,000 is required to commence the valuation assignment with the balance of \$5,000 due upon submission of the completed appraisal report. In addition, any pre-trial conferences, court testimony, and appraisal reviews are billable at the rate \$400 per hour for my time. The same fee of \$400 per hour will apply to the outside consultant, if in fact needed.

The scope of work will include separate valuations for each tax year under appeal (i.e. 2012/13-2014/15) considering the golf course operation in conjunction with its leased catering facility situated upon the property. My valuation will focus on the recent court decisions which are predicated primarily on a public course concept vs private in which a net revenue forecast is assumed based on a projected number of rounds and their respective green fees as percentage of gross revenues. In addition, other income sources such as pro shop, food and dining, annual fees, etc., will be formulated under the same methodology (see attached preliminary excels for discussion purposes only). In addition, we will inspect the subject property and develop a separate land value for the underlying golf course.

The following additional information is needed to complete this assignment:

1. Verification and allocation of actual building areas (square footage and ages) and improvements and their respective costs and ages
2. Copy of the subject property tax and zoning maps, in addition to the actual zoning approval and regulations

Mr. Scott DeSimone
January 13, 2015
Page 2

3. In reference to the subject property land area of approximately 143 acres kindly provide a breakdown of any buffer areas, environmental or wet land uses, etc.
4. Copy of operating or catering lease
5. A breakdown of the annual fees and dues, and number of members for each year under review
6. A breakdown of the restaurant and club revenues and expenses (cart fees, golf shop merchandise, guest fees, etc.) for each year under review
7. Formulation of the subject composite tax rate for inclusion as part of my loaded cap rate analysis
8. Copy of PAR and ranking
9. Name and phone number of contact for inspection

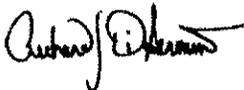
The timeframe necessary to complete this assignment will be no later than February 20, 2015 for submission of the draft appraisal subject to receipt of all the above requested information and our formal engagement authorization.

Should you have any questions concerning this fee proposal, please feel free to contact the undersigned.

We welcome the opportunity to be of continued service

Very truly yours,

R. D. GERONIMO LTD.



Richard J. DiGeronimo
President/Founder

AGREED AND ACCEPTED

This _____ day of _____ 2015

Scott DeSimone on behalf of the
Town of Riverhead

RJD:dk
cc: Laverne D. Tennenberg

TOWN OF RIVERHEAD

Resolution # 107

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH
SIDNEY B. BOWNE & SON, LLP**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead is desirous of retaining the services of two separate engineering and consultant firms for professional engineering, consulting and technical services in connection with administration of a portion of the Town's storm water management program, specifically storm water pollution prevention plan review regarding construction activities; and

WHEREAS, Sidney B. Bowne & Son, LLP, is ready, willing and able to provide such services as desired by the Town of Riverhead pursuant to a fee schedule delineated in the attached proposed agreement.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement with Sidney B. Bowne & Son, LLP, regarding storm water pollution prevention plan review services regarding construction activities pursuant to a fee schedule delineated in the attached proposed agreement; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Leslie A. Mitchel, Bowne & Son, LLP, 235 East Jericho Turnpike, Mineola, New York, 11501; Drew Dillingham, Town Engineering Department; Bill Rothaar, Town Financial Administrator; and the Office of the Town Attorney; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

THE TOWN OF RIVERHEAD

AND

SIDNEY B. BOWNE & SON, LLP

AGREEMENT made this 3rd day of February, 2015, between the TOWN OF RIVERHEAD, with its principal offices at 200 Howell Avenue, Riverhead, New York, 11901, (hereinafter referred to as "Town"), and SIDNEY B. BOWNE & SON, LLP, with principal offices at 235 East Jericho Turnpike, Mineola, NY 11501 (hereinafter referred to as "Engineer/Consultant").

WITNESSETH:

WHEREAS, pursuant to Town Board Resolution no. 824-2012 dated October 16, 2012, the Town of Riverhead was desirous of retaining the services of the Engineer/Consultant for professional engineering, consulting and technical assistance in connection with administration of a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, and with services set forth herein which will also be delineated in a Town Requisition/Purchase Order or Scope of Work as approved in writing by the Town (herein referred to as "RPO" or "Scope of Work").

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. **TERM OF AGREEMENT**

The term of this Agreement shall be effective and deemed commencing on January 1, 2015, and terminating on December 31, 2015. This Agreement may be renewed, on the same terms and conditions, for a one year period as required for the completion of professional services as authorized pursuant to written consent of all parties.

2. SCOPE OF SERVICES

The Engineer/ Consultant shall provide all required engineering, consultant and technical services ON A NON-EXCLUSIVE BASIS, in connection with a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, for those construction activities requiring same, as follows, and as will be set forth in an RPO or authorized Scope of Work:

A. The Engineer/Consultant shall undertake review of subject storm water pollution prevention plans upon receipt from the Town Engineer/Storm Water Management Officer and render appropriate and necessary directives concerning same. Services shall include, but not be limited to:

Project management; attendance at all meetings including individual departments; providing all necessary information; analyses; data; investigation; reports; correspondence; support documentation; recommendations; preliminary reports and/or design; final reports and/or final design; clarifications, interpretations and review and analysis of bid submissions, if applicable; construction supervision and status reports of construction; drawings and reports in electronic form such as CADD and word processing; and providing technical assistance and qualified technical personnel for supplementation of Town departmental staffs when required. Engineer/Consultant shall provide its services in a timely manner.

B. Engineer/Consultant warrants, represents, agrees and declares that Engineer/ Consultant and its subordinates possesses the education, knowledge, training and experience to administer and implement a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, processing and implementation, pursuant to the Town of Riverhead's statutory and legal obligations as contained in the Federal Clean Water Act, section 402, et seq.; Article 17, Titles 7, 8 and Article 70 of the NYS Environmental Conservation Law; New York's State Pollutant Discharge Elimination System (SPDES), as authorized pursuant to Permit No. GP-0-10-

002, effective May 1, 2010, expiration April 30, 2015, and any subsequent amendments thereto; and Riverhead Town Code Chapters 109 and 110 and sections 108-95 and 108-129. Engineer/Consultant acknowledges, agrees and understands that the Town has relied on Engineer/Consultant's representations contained within this paragraph in awarding this Agreement to Engineer/Consultant.

C. The Town shall have the right to modify the services, specifications and time delivery requirements specified in the RPO or specified in the authorized Scope of Work submission, including any timeframe set forth in any Schedule.

D. Engineer /Consultant further represents, warrants and agrees that Engineer/Consultant has read, is fully familiar with and agrees to implement Stormwater Pollution Prevention Plan review in compliance with the following documents which are material terms of this Agreement, and acknowledged by all of the parties to have been previously provided in the original agreement dated October 16, 2012, and incorporated by reference as if recited in their entirety herein:

- 1) Schedule 1: Storm Water Pollution Prevention Plan Review Instructions
- 2) Schedule 2: Compliance Inspection Review Procedure
- 3) Schedule 3: Storm Water Management Plan Preparation and Review Checklist
- 4) Schedule 4: Erosion and Sediment Control Plan Review Checklist

E. All project schedules and deadlines, as established and accepted by the Town, shall set forth in specificity the dates, task components, timeframes and deliverable dates of completion, for each specific component of the project.

F. At the request of Town personnel, the Engineer/Consultant shall submit a project proposal detailing the scope of services to be provided, the milestones and dates for completion, the maximum estimated cost of the services provided for the project at an authorized hourly rate pursuant to an approved RPO or written statement as to the maximum fee for a specific project (lump sum) including milestones or portions thereof pursuant to an approved RPO. No work is to be undertaken by the Engineer/Consultant until

the Engineer/Consultant receives a fully executed Professional Services Requisition Form approved by the Engineering Department, the Finance Department and the Deputy Supervisor.

3. PROFESSIONAL SERVICES

A. The Engineer/Consultant and Town agree that James J. Antonelli, P.E., an employee with Engineer/Consultant shall be the individual directly performing or directly providing supervision and overseeing the scope of services. At the request of the Town, the Engineer/Consultant shall submit a list of other technical personnel providing services in connection with the project.

B. The Engineer/Consultant warrants and represents that the final product will substantially conform and be performed in accordance with the services identified in the RPO or approved Scope of Work to the satisfaction of the Town. The Engineer/Consultant agrees to correct or replace, within the timeframe established herein by the Town, at its own expense without any cost to the Town, upon written notice, any final product, or portion thereof, that does not conform to the specifications ("substandard services"). If the Town has paid Engineer/ Consultant for any task or portion thereof, then Engineer/Consultant shall perform such corrective services at its own expense. Should the Engineer/Consultant be unable to cure/correct the deficiencies or render any project or portion thereof suitable for the Town's purpose, herein defect, within the timeframe established, not to exceed ten (10) days or additional time as may be authorized by the Engineering Department in writing, or if the Town is unable to utilize any portion of the project deliverable as presented, then the Town may terminate this Agreement and be entitled to receive a refund of the monies paid regarding the project deliverable(s) within thirty (30) days.

C. The Engineer/Consultant shall not be liable to the Town for any damages arising from the substandard services or defects without being given a reasonable opportunity to correct the substandard services or defects in accordance with the above paragraph. However, the failure to cure any substandard service or defect may result in the Town

taking further action consistent with this Agreement and/or pursuant to applicable statutory authority.

D. The Engineer/Consultant agrees to report on a regular basis, and as often as necessary, to appropriate Town personnel, for each particular project as requested. Any work completed for each project deliverable shall be subject to the approval and to the satisfaction of the Town Engineer/Stormwater Management Officer, Town Attorney or designee and the Town Board of the Town of Riverhead.

E. The Town shall be deemed to be the owner and have all of the right, title and ownership of any and all of the proprietary rights, copyrights for any and all work performed and work product, for each particular project. Said work product shall be deemed to include, but not be limited to, all documentation developed or pertaining to the project, including the Engineer's/Consultant's preliminary, intermediate and final designs, plans and reports, specifications, bidding documents, bid proposal documents; all drawings including as built-drawings, analysis, designs, plans, and specifications. Drawings and reports in electronic media form such as CADD and word processing shall be included.

F. The Engineer/Consultant warrants and represents that it has secured legally sufficient and appropriate permission, including but not limited to licensing rights, as to any and all work to be performed pursuant to this Agreement.

G. In connection with the services under this Agreement, if Suffolk County Real Property Parcel Data is required, the Engineer/Consultant must provide to the Town, as required, an executed Sub-license Agreement between the Town, Suffolk County Real Property and the Engineer/Consultant authorizing the Engineer's/Consultant's use of Tax Maps and Product/data known as Suffolk County Real Property's Geographic Information System (GIS Basemap). The Engineer's/Consultant's use of the GIS Basemap shall be in full compliance with the terms and conditions of the Sub-license Agreement and the License Agreement between the Town and Suffolk County. Prior to utilizing the GIS Basemap, the Engineer/Consultant shall be required to identify and notify, in writing, the Town of

Riverhead and Suffolk County Real Property Tax Service Agency, as set forth below, of the project and scope of work that requires the Engineer's/Consultant's use of the GIS Basemap. Written notification to the Town shall be to the attention of the Town Engineer and written notification to Suffolk County shall be as follows:

Penny Wells LaValle, Director
Suffolk County Real Property Tax Service Agency
300 Center Drive
Riverhead, New York 11901-3398

Failure to provide the required written notification shall be a violation of this Agreement.

H. The Engineer/Consultant shall hold in confidence and not use or disclose to others any confidential or proprietary information of Town which is disclosed to Engineer/Consultant, including but not limited to any data, information, plans, programs, processes, costs, or operations of Town, provided, however, that such obligations hereunder shall not apply if such information (a) is available to the general public or (b) is required to be disclosed pursuant to law, court order or subpoena.

I. The Engineer/Consultant warrants and represents that any and all work done pursuant to this Agreement is that of the Engineer/Consultant, and not that of any other consultant. The Engineer/Consultant must receive written approval from the Town before engaging special consultants or any other professional services. Special consultants, as authorized by the Town, shall be retained for a particular specialized portion of a project and services performed by the special consultant will be under the direct supervision of the identified person in paragraph A above. All provisions of this Agreement including but not limited to wage rates and insurance requirements shall apply to approved special consultants. Any approved special consultants shall be paid directly by Engineer/Consultant and shall not constitute an additional cost to the Town unless agreed to in writing.

J. The Engineer/Consultant warrants and represents that any and all work performed by said Engineer/Consultant, and the approved special consultants for the project will be fit

for the particular purpose of said project and shall possess the necessary skill and knowledge to perform the services. Furthermore, Engineer/Consultant realizes and acknowledges that the Town is relying upon Engineer/Consultant's skill, expertise and professional Judgment in the performance of said services, work, and that the services, work will be specific to the Town's needs and intended use.

4. CONTRACTUAL RESTRICTIONS

The Engineer/Consultant retained by the Town of Riverhead for services in connection with the review of storm water pollution prevention plans shall be prohibited from performing any work or services for any entity, individual, property owner or other involved governmental agency which may reasonably relate to the subject matter of the Engineer's/Consultant's report. This prohibition shall be for a period of two (2) years, which shall commence upon any action taken by the Town as a result of the Engineer's/Consultant's recommendations. The Engineer/Consultant shall disclose in writing any and all entities, individuals, property owners or other governmental agencies for which the Engineer is currently providing or has previously provided services, which involve the subject of the report.

5. PAYMENT

A. No work is to be undertaken by Engineer/Consultant until Engineer/Consultant receives a fully executed Professional Service Requisition Form approved by the Town Engineer/Storm Water Management Officer, the Finance Department and the Deputy Supervisor.

B. The Town shall pay the Engineer/Consultant the following fee for the services described in the approved PSR or authorized Scope of Work upon the Town's acceptance of the work, on either a specific project, task/milestone, basis (lump sum basis) or an hourly rate as set forth below.

C. Where the Professional Services Requisition (PSR) sets forth specific amounts for either a project or for milestones or portions of a project, upon acceptance of the

services provided, the Engineer shall be paid the lower amount of either:

- 1) The specific amount for that project or milestone/portion of the project as set forth in the PSR; or
- 2) The billable amount for the project or milestone/portion of the project based on an hourly billable rate (which hourly billable rate shall not exceed the amounts set forth in subparagraph 5. E. below). The Engineer/Consultant shall set forth the estimated maximum billable hours for each project or milestone/portion of the project as determined by the Town to be reasonable and as stated in the PSR.
- 3) In no event shall the amount for the specific project, including milestones/portions thereof, exceed the amount set forth in the approved PSR.

D. The Engineer/Consultant shall be paid for storm water pollution prevention plan (SWPPP) review from initial application through post-construction management practice, as authorized and directed by the Town, as follows:

E. The Engineer/Consultant shall set forth in Schedule 5 each employee's name, title and billable rate as of January 1, 2015, which shall remain in effect for the entire term of this contract. Schedule 5 may be amended to add additional employees at the billable rates established for the various titles within Schedule 5. The hourly rates shall not exceed the following:

- 1) For James Antonelli, P.E., the billable rate shall be \$175.00 per hour for the term of this Agreement.
- 2) For any other engineer, the billable rate shall be \$110.00 per hour for the term of this Agreement.

F. The approved fee paid shall include the preparation and submission to the Town of all required documents to the Town including but not limited to the documents specified in section 2(D) above.

- 1) Non-billable costs shall include, but not be limited to, site inspection

including commute time to and from any inspection site or Town facility/property, secretarial services, drafting supplies, stenographic supplies, photocopy costs, postage (including express delivery services except where requested and authorized by the Town), typing and word processing costs, all other administrative costs and travel expenses to and from the project site(s) or Town Hall or other locations anticipated in the routine day-to-day accomplishment and completion of the assigned tasks and/or Projects.

G. Engineer/Consultant may be additionally reimbursed for reasonable, unforeseeable costs upon written approval of the Town.

H. The records and files of the Engineer /Consultant pertaining to this contract shall be subject to audit by the Town.

I. Requests for payment for professional services under this contract shall be submitted by the Engineer/Consultant on a Task completion basis no later than thirty (30) days from the calendar month being billed; e.g., Tasks completed in January shall be submitted no later than February. Requests for payment shall be in the form required by the Financial Administrator including, but not limited to, supporting backup material containing employees names, titles, dates and number of hours worked and brief description of the work performed. Failure to submit the requests for payments within sixty (60) days of completion may result in the Town denying payment. The Town shall render payment to Engineer/Consultant within sixty (60) days of receipt of said statement by the Town subject to receipt of all required, proper and appropriate documentation.

J. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant or an officer or duly authorized representative: "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.

6. INSURANCE

The Engineer/Consultant shall procure and maintain at its own cost and expense professional errors and omissions insurance and such public liability and other insurance as will protect the Town, its officers, employees and the people of the Town of Riverhead from any claim or claims for damages to property and for bodily injury and personal injury, including death, which may arise from or relate to the terms and conditions of this agreement. Said policies or certificates of insurance shall be delivered to the Town with full premiums paid, and shall be subject to the approval of the Town Attorney for adequacy and form of protection. Said policies and certificates (other than the professional errors and omissions insurance) shall name the Town of Riverhead, the Town Board, and its officers as additional insureds.

The insurance provided shall include the following:

1) Comprehensive general liability on an occurrence basis:

- a) General aggregate - \$2,000,000.00
- b) Products completed, operations aggregate - \$2,000,000
- c) Personal and advertising injury - \$1,000,000.00
- d) Each occurrence - \$2,000,000.00
- e) Fire damage - \$50,000.00
- f) Medical expense (any one person) \$5,000.00

The foregoing aggregate limits shall apply on a per project basis.

2) Automobile liability:

- a) Any auto coverage - \$1,000,000.00
- b) Hired autos - \$1,000,000.00
- c) Non-owned auto coverage - \$1,000,000.00

3) Workers' Compensation Insurance and Employer Liability

- a) Each accident - \$100,000.00
- b) Disease - policy limit \$500,000.00
- c) Disease - each employee \$100,000.00
- 4) Disability Benefits - Liability (Statutory requirements)
- 5) Professional Errors and Omissions Insurance coverage of not less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate.

And/or

- 6) Excess Umbrella Liability Insurance Coverage: \$5,000,000.00 per occurrence/aggregate

The Town may modify the insurance requirements, prior to the commencement of services, if the Engineer/Consultant can demonstrate that the scope of services to be performed does not warrant such coverage. The Town Attorney of the Town of Riverhead shall be the stipulated recipient of said Certificate of Insurance. Insurance certificates shall be subject to the review and approval of the Town's Insurance Manager. It shall be further stipulated thereon that the Town Attorney of the Town of Riverhead shall be given at least thirty (30) days notice of cancellation of said coverage, which shall be remitted to the Town Attorney, 200 Howell Avenue, Riverhead, New York 11901. In the event that Engineer/Consultant's insurance covers the actions of its special consultants, those special consultants will not be required to meet the insurance requirements of this Agreement, otherwise special consultants shall be required to provide insurance at the policy limits specified above.

7. INDEMNIFICATION

The Engineer/Consultant expressly agrees that it shall protect, defend, pay, indemnify and hold harmless, the Town of Riverhead, its officers, employees, agents, servants, and/or independent contractors, from and against any and all claims, actions, suits, arbitrations, judgments and/or executions, including appeals, plus attorneys' fees, for any act or failure to act or liability of Engineer/ Consultant, its employees, officers, servants,

agents and/or subcontractors arising under this Agreement, which shall be deemed to include but not be limited to bodily injury, personal injury, wrongful death, property damages, any and all professional errors and omissions, and any matters pertaining to royalties, licensing, patent infringement, and/or copyright infringement. This provision shall be deemed effective when the Engineer/Consultant first performs the work for the Town, and shall survive the termination, expiration and/or renewals of this Agreement until the latter of either the running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. As applicable, the Engineer/ Consultant shall defend, indemnify, and hold the Town harmless from claim or damage arising out of (i) the lack of right or authority to use the Software, or (ii) infringement of any U.S. copyright, trade secret, or patent known to Engineer/Consultants as a result of the use of any Software; the Town shall notify the Engineer/Consultant in writing of any such suit or claim, and that Engineer/Consultant shall further defend, compromise, or settle same. Engineer/Consultant will indemnify and hold Town harmless from and against any and all claims, damages, liabilities, losses, judgments, costs and expenses (including without limitation reasonable attorneys' fees) occasioned by or arising out of any claim by any third party that the configuration of the software products as used by Engineer/Consultant or any services provided by Engineer/Consultant infringe or violate any patent or copyright, trade mark, trade secret, confidential information, know-how, trade secrets, moral rights, contract or subscription rights, confidential and proprietary information protected under the contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, services marks and other similar rights or interest in intellectual or industrial property or infringement or other party intellectual or claims or royalties, licensing, patent infringement or similar intellectual property right of any third party. This provision shall be deemed to take effect when Engineer/Consultant first performs work for the Town, and shall be deemed to survive the termination, expiration, and/or renewals of this Agreement until the latter of either the

running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. Engineer/Consultant agrees that the Town may use counsel of its own choosing regarding indemnification.

8. NOTICES

Any notice given under this Agreement shall be deemed given upon receipt when sent by overnight mail or certified mail, return receipt requested, to the following addresses:

TOWN OF RIVERHEAD
200 Howell Avenue
Riverhead, New York 11901
Att: Riverhead Town Attorney

SIDNEY B. BOWNE & SON, LLP
235 East Jericho Turnpike
Mineola, New York 11501
Att: James Antonelli, P.E.

and such other Town departments or individuals that the Town of Riverhead subsequently designates in writing to receive notice in addition to the Town Attorney.

9. ADDITIONAL RESPONSIBILITIES

A. Engineer/Consultant shall comply with all Federal, State, County and Town statutes, laws, ordinances, codes, rules and/or regulations which pertain to Engineer/Consultant's work under this Agreement.

B. Engineer/Consultant further warrants and represents that it has secured legally sufficient and appropriate permission, including but not limited to licensing rights, as to any and all work to be performed pursuant to this Agreement. Engineer/Consultant shall obtain all necessary permits and approvals on behalf of the Town as required pursuant to Federal, State, County and Local Laws in connection with all work under this Agreement. Upon Town direction, it shall be an additional responsibility of the Engineer/Consultant to inspect the applicant/developer's site, post-construction, and/or undertake any Town-directed bonding, payment, or maintenance agreement facilitation and/or recording.

10. TERMINATION

Either party may terminate this Agreement at any time for any reason, with or without cause. In the event of termination the Town shall only be obligated to pay Engineer/Consultant for the services completed prior to the date of the receipt by Engineer/Consultant of the notice of termination. Notice shall be given in accordance with the Notice provision of this Agreement. In the event that this Agreement is terminated, the Engineer/Consultant shall immediately provide the Town with all documents, including but not limited to any documentation, reports, analysis or data for the milestones and/or project and make any required revisions, if any, of the tasks/milestones or projects currently being addressed. Upon the Town accepting the tasks/milestones and/or project documents, the Town shall render payment to Engineer/Consultant for the services provided and accepted by the Town.

11. MISCELLANEOUS

A. This Agreement shall be deemed personal and shall be non-assignable by either party. Furthermore, this Agreement is solely for the benefit of the parties hereto, and not for the benefit of any third parties. No persons other than the parties hereto shall have a right to sue, or claim any rights under this Agreement.

B. If any term, provision, or portion of any provision of this Agreement shall be deemed illegal, invalid and/or non-enforceable, the remainder of this Agreement shall be deemed to remain valid and shall be enforced to the fullest extent permitted by law.

C. The Engineer/Consultant agrees that this Agreement shall not be pledged, hypothecated or used as security for a loan.

D. Any waiver by the Town of any term, condition, covenant and/or provision of this Agreement shall not be deemed as a waiver at any time thereafter of the same or any other term, condition, covenant and/or provision of this Agreement. Moreover, a failure by

the Town to assert any right or privilege shall not be deemed a waiver or relinquishment thereof. Except as otherwise expressly provided herein, any rights and powers of the Town shall be deemed cumulative, and no one of them shall be deemed exclusive of any other remedy provided by law, and exercise of any one, shall not impair the right to exercise the other.

E. This Agreement shall be construed pursuant to the laws of the State of New York and any action or proceeding shall be commenced in the County of Suffolk.

F. In the event of a conflict between the terms of this Agreement and the PSR or approved Scope of Work, the terms of this Agreement shall control.

G. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein.

H. The foregoing Agreement embodies the entire Agreement between the parties with respect to the subject matter stipulated herein. It shall not be changed or modified, except in writing, and executed by both parties.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date last written below.

SIDNEY B. BOWNE & SON, LLP

TOWN OF RIVERHEAD

By: _____
Frank Antetomaso, Partner

By: _____
Sean M. Walter, Supervisor

Date: _____

Date: _____

TOWN OF RIVERHEAD

Resolution # 108

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH
D & B ENGINEERS AND ARCHITECTS, P.C.**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead is desirous of retaining the services of two separate engineering and consultant firms for professional engineering, consulting and technical services in connection with administration of a portion of the Town's storm water management program, specifically storm water pollution prevention plan review regarding construction activities; and

WHEREAS, D & B Engineers and Architects, P.C., is ready, willing and able to provide such services as desired by the Town of Riverhead pursuant to a fee schedule delineated in the attached proposed agreement.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement with D & B Engineers and Architects, P.C., regarding storm water pollution prevention plan review services regarding construction activities pursuant to a fee schedule delineated in the attached proposed agreement; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Steven M. Cabrera, D & B Engineers and Architects, P.C., 330 Crossways Park Drive, Woodbury, New York, 11797; Drew Dillingham, Town Engineering Department; Bill Rothaar, Town Financial Administrator; and the Office of the Town Attorney; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

THE TOWN OF RIVERHEAD

AND

D & B ENGINEERS AND ARCHITECTS, P.C.

AGREEMENT made this 3rd day of February, 2015, between the TOWN OF RIVERHEAD, with its principal offices at 200 Howell Avenue, Riverhead, New York, 11901, (hereinafter referred to as "Town"), and D & B ENGINEERS AND ARCHITECTS, P.C., with principal offices at 330 Crossways Park Drive, Woodbury, New York 11797 (hereinafter referred to as "Engineer/Consultant").

WITNESSETH:

WHEREAS, pursuant to Town Board Resolution no. 824-2012, dated October 16, 2012, the Town of Riverhead was desirous of retaining the services of the Engineer/Consultant for professional engineering, consulting and technical assistance in connection with administration of a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, and with services set forth herein which will also be delineated in a Town Requisition/Purchase Order or Scope of Work as approved in writing by the Town (herein referred to as "RPO" or "Scope of Work").

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. **TERM OF AGREEMENT**

The term of this Agreement shall be effective and deemed commencing on January 1, 2015, and terminating on December 31, 2015. This Agreement may be renewed, on the same terms and conditions, for a one year period as required for the completion of professional services as authorized pursuant to written consent of all parties.

2. SCOPE OF SERVICES

The Engineer/ Consultant shall provide all required engineering, consultant and technical services ON A NON-EXCLUSIVE BASIS, in connection with a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, for those construction activities requiring same, as follows, and as will be set forth in an RPO or authorized Scope of Work:

A. The Engineer/Consultant shall undertake review of subject storm water pollution prevention plans upon receipt from the Town Engineer/Storm Water Management Officer and render appropriate and necessary directives concerning same. Services shall include, but not be limited to:

Project management; attendance at all meetings including individual departments; providing all necessary information; analyses; data; investigation; reports; correspondence; support documentation; recommendations; preliminary reports and/or design; final reports and/or final design; clarifications, interpretations and review and analysis of bid submissions, if applicable; construction supervision and status reports of construction; drawings and reports in electronic form such as CADD and word processing; and providing technical assistance and qualified technical personnel for supplementation of Town departmental staffs when required. Engineer/Consultant shall provide its services in a timely manner.

B. Engineer/Consultant warrants, represents, agrees and declares that Engineer/ Consultant and its subordinates possesses the education, knowledge, training and experience to administer and implement a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, processing and implementation, pursuant to the Town of Riverhead's statutory and legal obligations as contained in the Federal Clean Water Act, section 402, et seq.; Article 17, Titles 7, 8 and Article 70 of the NYS Environmental Conservation Law; New York's State Pollutant

Discharge Elimination System (SPDES), as authorized pursuant to Permit No. GP-0-10-002, effective May 1, 2010, expiration April 30, 2015, and any subsequent amendments thereto; and Riverhead Town Code Chapters 109 and 110 and sections 108-95 and 108-129. Engineer/Consultant acknowledges, agrees and understands that the Town has relied on Engineer/Consultant's representations contained within this paragraph in awarding this Agreement to Engineer/Consultant.

C. The Town shall have the right to modify the services, specifications and time delivery requirements specified in the RPO or specified in the authorized Scope of Work submission, including any timeframe set forth in any Schedule, subject to reasonable notice to Engineer/Consultant.

D. Engineer /Consultant further represents, warrants and agrees that Engineer/Consultant has read, is fully familiar with, and agrees to implement Stormwater Pollution Prevention Plan review in compliance with the following documents which are material terms of this Agreement, and acknowledged by all parties to have been previously provided in the original agreement dated October 16, 2012, and incorporated by reference as if recited in their entirety herein:

- 1) Schedule 1: Storm Water Pollution Prevention Plan Review Instructions
- 2) Schedule 2: Compliance Inspection Review Procedure
- 3) Schedule 3: Storm Water Management Plan Preparation and Review Checklist
- 4) Schedule 4: Erosion and Sediment Control Plan Review Checklist

E. All project schedules and deadlines, as established and accepted by the Town, shall set forth in specificity the dates, task components, timeframes and deliverable dates of completion, for each specific component of the project.

F. At the request of Town personnel, the Engineer/Consultant shall submit a project proposal detailing the scope of services to be provided, the milestones and dates for completion, the maximum estimated cost of the services provided for the project at an authorized hourly rate pursuant to an approved RPO or written statement as to the

maximum fee for a specific project (lump sum) including milestones or portions thereof pursuant to an approved RPO. No work is to be undertaken by the Engineer/Consultant until the Engineer/Consultant receives a fully executed Professional Services Requisition Form approved by the Engineering Department, the Finance Department and the Deputy Supervisor.

3. PROFESSIONAL SERVICES

A. The Engineer/Consultant and Town agree that Kenneth J. Pritchard, P.E., an employee with Engineer/Consultant shall be the individual directly performing or directly providing supervision and overseeing the scope of services. At the request of the Town, the Engineer/Consultant shall submit a list of other technical personnel providing services in connection with the project.

B. The Engineer/Consultant warrants and represents that the final product will substantially conform and be performed in accordance with the services identified in the RPO or approved Scope of Work to the satisfaction of the Town. The Engineer/Consultant agrees to correct or replace, within the timeframe established herein by the Town, at its own expense without any cost to the Town, upon written notice, any final product, or portion thereof, that does not conform to the specifications ("substandard services"). If the Town has paid Engineer/Consultant for any task or portion thereof, then Engineer/Consultant shall perform such corrective services at its own expense. Should the Engineer/Consultant be unable to cure/correct the deficiencies or render any project or portion thereof suitable for the Town's purpose, herein defect, within the timeframe established, not to exceed ten (10) days or additional time as may be authorized by the Engineering Department in writing, or if the Town is unable to utilize any portion of the project deliverable as presented, then the Town may terminate this Agreement and be entitled to receive a refund of the monies paid regarding the project deliverable(s) within thirty (30) days.

C. The Engineer/Consultant shall not be liable to the Town for any damages arising from the substandard services or defects without being given a reasonable opportunity to

correct the substandard services or defects in accordance with the above paragraph. However, the failure to cure any substandard service or defect may result in the Town taking further action consistent with this Agreement and/or pursuant to applicable statutory authority.

D. The Engineer/Consultant agrees to report on a regular basis, and as often as necessary, to appropriate Town personnel, for each particular project as requested. Any work completed for each project deliverable shall be subject to the approval and to the satisfaction of the Town Engineer/Stormwater Management Officer, Town Attorney or designee and the Town Board of the Town of Riverhead.

E. The Town shall be deemed to be the owner and have all of the right, title and ownership of any and all of the proprietary rights, copyrights for any and all work performed and work product, for each particular project. Said work product shall be deemed to include, but not be limited to, all documentation developed or pertaining to the project, including the Engineer's/Consultant's preliminary, intermediate and final designs, plans and reports, specifications, bidding documents, bid proposal documents; all drawings including as built-drawings, analysis, designs, plans, and specifications. Drawings and reports in electronic media form such as CADD and word processing shall be included.

F. The Engineer/Consultant warrants and represents that it has secured legally sufficient and appropriate permission, including but not limited to licensing rights, as to any and all work to be performed pursuant to this Agreement.

G. In connection with the services under this Agreement, if Suffolk County Real Property Parcel Data is required, the Engineer/Consultant must provide to the Town, as required, an executed Sub-license Agreement between the Town, Suffolk County Real Property and the Engineer/Consultant authorizing the Engineer's/Consultant's use of Tax Maps and Product/data known as Suffolk County Real Property's Geographic Information System (GIS Basemap). The Engineer's/Consultant's use of the GIS Basemap shall be in full compliance with the terms and conditions of the Sub-license Agreement and the License

Agreement between the Town and Suffolk County. Prior to utilizing the GIS Basemap, the Engineer/Consultant shall be required to identify and notify, in writing, the Town of Riverhead and Suffolk County Real Property Tax Service Agency, as set forth below, of the project and scope of work that requires the Engineer's/Consultant's use of the GIS Basemap. Written notification to the Town shall be to the attention of the Town Engineer and written notification to Suffolk County shall be as follows:

Penny Wells LaValle, Director
Suffolk County Real Property Tax Service Agency
300 Center Drive
Riverhead, New York 11901-3398

Failure to provide the required written notification shall be a violation of this Agreement.

H. The Engineer/Consultant shall hold in confidence and not use or disclose to others any confidential or proprietary information of Town which is disclosed to Engineer/Consultant, including but not limited to any data, information, plans, programs, processes, costs, or operations of Town, provided, however, that such obligations hereunder shall not apply if such information (a) is available to the general public or (b) is required to be disclosed pursuant to law, court order or subpoena.

I. The Engineer/Consultant warrants and represents that any and all work done pursuant to this Agreement is that of the Engineer/Consultant, and not that of any other consultant. The Engineer/Consultant must receive written approval from the Town before engaging special consultants or any other professional services. Special consultants, as authorized by the Town, shall be retained for a particular specialized portion of a project and services performed by the special consultant will be under the direct supervision of the identified person in paragraph A above. All provisions of this Agreement including but not limited to wage rates and insurance requirements shall apply to approved special consultants. Any approved special consultants shall be paid directly by Engineer/Consultant and shall not constitute an additional cost to the Town unless agreed to in writing.

J. The Engineer/Consultant warrants and represents that any and all work performed by said Engineer/Consultant, and the approved special consultants for the project will be fit for the particular purpose of said project and shall possess the necessary skill and knowledge to perform the services. Furthermore, Engineer/Consultant realizes and acknowledges that the Town is relying upon Engineer/Consultant's skill, expertise and professional Judgment in the performance of said services, work, and that the services, work will be specific to the Town's needs and intended use.

4. CONTRACTUAL RESTRICTIONS

The Engineer/Consultant retained by the Town of Riverhead for services in connection with the review of storm water pollution prevention plans shall be prohibited from performing any work or services for any entity, individual, property owner or other involved governmental agency which may reasonably relate to the subject matter of the Engineer's/Consultant's report. This prohibition shall be for a period of two (2) years, which shall commence upon any action taken by the Town as a result of the Engineer's/Consultant's recommendations. The Engineer/Consultant shall disclose in writing any and all entities, individuals, property owners or other governmental agencies for which the Engineer is currently providing or has previously provided services, which involve the subject of the report.

5. PAYMENT

A. No work is to be undertaken by Engineer/Consultant until Engineer/Consultant receives a fully executed Professional Service Requisition Form approved by the Town Engineer/Storm Water Management Officer, the Finance Department and the Deputy Supervisor.

B. The Town shall pay the Engineer/Consultant the following fee for the services described in the approved PSR or authorized Scope of Work upon the Town's acceptance of the work, on either a specific project, task/milestone, basis (lump sum basis) or an hourly rate as set forth below.

C. Where the Professional Services Requisition (PSR) sets forth specific amounts for either a project or for milestones or portions of a project, upon acceptance of the services provided, the Engineer shall be paid the lower amount of either:

- 1) The specific amount for that project or milestone/portion of the project as set forth in the PSR; or
- 2) The hourly billable rate for the project or milestone /portion of the project (which hourly billable rate shall not exceed the amounts set forth in subparagraph 5. E. below). The Engineer/Consultant shall set forth the estimated maximum billable hours for each project or milestone/portion of the project as determined by the Town to be reasonable and as stated in the PSR.
- 3) In no event shall the amount for the specific project, including milestones/portions thereof, exceed the amount set forth in the approved PSR.

D. The Engineer/Consultant shall be paid for storm water pollution prevention plan (SWPPP) review from initial application through post-construction management practice, as authorized and directed by the Town, as follows:

E. The Engineer/Consultant shall set forth in Schedule 5 each employee's name, title and billable rate as of January 1, 2015, which shall remain in effect for the entire term of this contract. Schedule 5 may be amended to add additional employees at the billable rates established for the various titles within Schedule 5. The hourly rates shall not exceed the following:

- 1) For Kenneth J. Pritchard, P.E., the billable rate shall be \$175.00 per hour for the term of this Agreement.
- 2) For any other engineer or site inspection by any party (including but not limited to Steven Cabrera, Christopher Clement, Jason Tonne, Steve Patak, Meredith Byers, John Cammarano, Adam Silbert, Anthony Raguseo and Phil Minicozzi), the billable rate shall be \$110.00 per hour for the term of this Agreement. However, commute time to and from the

inspection site shall be a non-billable cost.

F. The approved fee paid shall include the preparation and submission to the Town of all required documents to the Town including but not limited to the documents specified in section 2(D) above.

1) Non-billable costs shall include, but not be limited to, commute time to and from any inspection site or Town facility/property, secretarial services, drafting supplies, stenographic supplies, photocopy costs, postage (including express delivery services except where requested and authorized by the Town), typing and word processing costs, all other administrative costs and travel expenses to and from the project site(s) or Town Hall or other locations anticipated in the routine day-to-day accomplishment and completion of the assigned tasks and/or Projects.

G. Engineer/Consultant may be additionally reimbursed for reasonable, unforeseeable costs upon written approval of the Town.

H. The records and files of the Engineer /Consultant pertaining to this contract shall be subject to audit by the Town.

I. Requests for payment for professional services under this contract shall be submitted by the Engineer/Consultant on a Task completion basis no later than thirty (30) days from the calendar month being billed; e.g., Tasks completed in January shall be submitted no later than February. Requests for payment shall be in the form required by the Financial Administrator including, but not limited to, supporting backup material containing employees names, titles, dates and number of hours worked and brief description of the work performed. Failure to submit the requests for payments within sixty (60) days of completion may result in the Town denying payment. The Town shall render payment to Engineer/Consultant within sixty (60) days of receipt of said statement by the Town subject to receipt of all required, proper and appropriate documentation.

J. Invoices for services and reimbursable expenses shall contain the following

statement signed by Consultant or an officer or duly authorized representative: “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.

6. INSURANCE

The Engineer/Consultant shall procure and maintain at its own cost and expense professional errors and omissions insurance and such public liability and other insurance as will protect the Town, its officers, employees and the people of the Town of Riverhead from any claim or claims for damages to property and for bodily injury and personal injury, including death, which may arise from or relate to the terms and conditions of this agreement. Said policies or certificates of insurance shall be delivered to the Town with full premiums paid, and shall be subject to the approval of the Town Attorney for adequacy and form of protection. Said policies and certificates (other than the professional errors and omissions insurance) shall name the Town of Riverhead, the Town Board, and its officers as additional insureds.

The insurance provided shall include the following:

- 1) Comprehensive general liability on an occurrence basis:
 - a) General aggregate - \$4,000,000.00
 - b) Products completed, operations aggregate - \$2,000,000
 - c) Personal and advertising injury - \$2,000,000.00
 - d) Each occurrence - \$2,000,000.00
 - e) Fire damage - \$50,000.00
 - f) Medical expense (any one person) \$5,000.00

The foregoing aggregate limits shall apply on a per project basis.

- 2) Automobile liability:
 - a) Any auto coverage - \$1,000,000.00
 - b) Hired autos - \$1,000,000.00
 - c) Non-owned auto coverage - \$1,000,000.00
 - 3) Workers' Compensation Insurance and Employer Liability
 - a) Each accident - \$100,000.00
 - b) Disease - policy limit \$500,000.00
 - c) Disease - each employee \$100,000.00
 - 4) Disability Benefits - Liability (Statutory requirements)
 - 5) Professional Errors and Omissions Insurance coverage of not less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate.
- And/or
- 6) Excess Umbrella Liability Insurance Coverage addressing the above policy limits subject to approval of the Town.

The Town may modify the insurance requirements, prior to the commencement of services, if the Engineer/Consultant can demonstrate that the scope of services to be performed does not warrant such coverage. The Town Attorney of the Town of Riverhead shall be the stipulated recipient of said Certificate of Insurance. Insurance certificates shall be subject to the review and approval of the Town's Insurance Manager. It shall be further stipulated thereon that the Town Attorney of the Town of Riverhead shall be given at least thirty (30) days notice of cancellation of said coverage, which shall be remitted to the Town Attorney, 200 Howell Avenue, Riverhead, New York 11901. In the event that Engineer/Consultant's insurance covers the actions of its special consultants, those special consultants will not be required to meet the insurance requirements of this Agreement, otherwise special consultants shall be required to provide insurance at the policy limits specified above.

7. INDEMNIFICATION

The Engineer/Consultant expressly agrees that it shall protect, defend, pay, indemnify and hold harmless, the Town of Riverhead, its officers, employees, agents, servants, and/or independent contractors, from and against any and all claims, actions, suits, arbitrations, judgments and/or executions, including appeals, plus attorneys' fees, for any act or failure to act or liability of Engineer/ Consultant, its employees, officers, servants, agents and/or subcontractors arising as a result of the negligent performance of work under this Agreement, which shall be deemed to include but not be limited to bodily injury, personal injury, wrongful death, property damages, any and all professional errors and omissions, and any matters pertaining to royalties, licensing, patent infringement, and/or copyright infringement. This provision shall be deemed effective when the Engineer/Consultant first performs the work for the Town, and shall survive the termination, expiration and/or renewals of this Agreement until the latter of either the running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. As applicable, the Engineer/ Consultant shall defend, indemnify, and hold the Town harmless from claim or damage arising out of (i) the lack of right or authority to use the Software, or (ii) infringement of any U.S. copyright, trade secret, or patent known to Engineer/Consultants a result of the use of any Software; the Town shall notify the Engineer/Consultant in writing of any such suit or claim, and that Engineer/Consultant shall further defend, compromise, or settle same. Engineer/Consultant will indemnify and hold Town harmless from and against any and all claims, damages, liabilities, losses, judgments, costs and expenses (including without limitation reasonable attorneys' fees) occasioned by or arising out of any claim by any third party that the configuration of the software products as used by Engineer/Consultant or any services provided by Engineer/Consultant infringe or violate any patent or copyright, trade mark, trade secret, confidential information, know-how, trade secrets, moral rights, contract or subscription rights, confidential and proprietary information protected under the contract

or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, services marks and other similar rights or interest in intellectual or industrial property or infringement or other party intellectual or claims or royalties, licensing, patent infringement or similar intellectual property right of any third party. This provision shall be deemed to take effect when Engineer/Consultant first performs work for the Town, and shall be deemed to survive the termination, expiration, and/or renewals of this Agreement until the latter of either the running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. Engineer/Consultant agrees that the Town may use counsel of its own choosing regarding indemnification.

8. NOTICES

Any notice given under this Agreement shall be deemed given upon receipt when sent by overnight mail or certified mail, return receipt requested, to the following addresses:

TOWN OF RIVERHEAD
200 Howell Avenue
Riverhead, New York 11901
Att: Riverhead Town Attorney

D & B ENGINEERS AND ARCHITECTS, P.C.
330 Crossways Park Drive
Woodbury, New York 11797
Att: Kenneth J. Pritchard, P.E.

and such other Town departments or individuals that the Town of Riverhead subsequently designates in writing to receive notice in addition to the Town Attorney.

9. ADDITIONAL RESPONSIBILITIES

A. Engineer/Consultant shall comply with all Federal, State, County and Town statutes, laws, ordinances, codes, rules and/or regulations which pertain to Engineer/Consultant's work under this Agreement.

B. Engineer/Consultant further warrants and represents that it has secured legally sufficient and appropriate permission, including but not limited to licensing rights, as to any

and all work to be performed pursuant to this Agreement. Engineer/Consultant shall obtain all necessary permits and approvals on behalf of the Town as required pursuant to Federal, State, County and Local Laws in connection with all work under this Agreement. Upon Town direction, it shall be an additional responsibility of the Engineer/Consultant to inspect the applicant/developer's site, post-construction, and/or undertake any Town-directed bonding, payment, or maintenance agreement facilitation and/or recording.

10. TERMINATION

Either party may terminate this Agreement at any time for any reason, with or without cause. In the event of termination the Town shall only be obligated to pay Engineer/Consultant for the services completed prior to the date of the receipt by Engineer/Consultant of the notice of termination. Notice shall be given in accordance with the Notice provision of this Agreement. In the event that this Agreement is terminated, the Engineer/Consultant shall immediately provide the Town with all documents, including but not limited to any documentation, reports, analysis or data for the milestones and/or project and make any required revisions, if any, of the tasks/milestones or projects currently being addressed. Upon the Town accepting the tasks/milestones and/or project documents, the Town shall render payment to Engineer/Consultant for the services provided and accepted by the Town.

11. MISCELLANEOUS

A. This Agreement shall be deemed personal and shall be non-assignable by either party. Furthermore, this Agreement is solely for the benefit of the parties hereto, and not for the benefit of any third parties. No persons other than the parties hereto shall have a right to sue, or claim any rights under this Agreement.

B. If any term, provision, or portion of any provision of this Agreement shall be deemed illegal, invalid and/or non-enforceable, the remainder of this Agreement shall be deemed to remain valid and shall be enforced to the fullest extent permitted by law.

C. The Engineer/Consultant agrees that this Agreement shall not be pledged, hypothecated or used as security for a loan.

D. Any waiver by the Town of any term, condition, covenant and/or provision of this Agreement shall not be deemed as a waiver at any time thereafter of the same or any other term, condition, covenant and/or provision of this Agreement. Moreover, a failure by the Town to assert any right or privilege shall not be deemed a waiver or relinquishment thereof. Except as otherwise expressly provided herein, any rights and powers of the Town shall be deemed cumulative, and no one of them shall be deemed exclusive of any other remedy provided by law, and exercise of any one, shall not impair the right to exercise the other.

E. This Agreement shall be construed pursuant to the laws of the State of New York and any action or proceeding shall be commenced in the County of Suffolk.

F. In the event of a conflict between the terms of this Agreement and the PSR or approved Scope of Work, the terms of this Agreement shall control.

G. Each and every provision of law and clause required by law to be inserted in this Agreement, shall be deemed to be inserted herein.

H. The foregoing Agreement embodies the entire Agreement between the parties with respect to the subject matter stipulated herein. It shall not be changed or modified, except in writing, and executed by both parties.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date last written below.

D & B ENGINEERS AND ARCHITECTS, P.C.

TOWN OF RIVERHEAD

By: _____

By: _____

Kenneth J. Pritchard, P. E., Vice-President

Sean M. Walter, Town Supervisor

Date: _____

Date: _____

STATE OF NEW YORK)

) SS:

COUNTY OF NASSAU)

On the ____ day of _____, 2015, before me, the undersigned, a Notary Public in the State of New York, personally appeared Kenneth J. Pritchard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the Instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) SS:

COUNTY OF SUFFOLK)

On the ____ day of _____, 2015, before me, the undersigned, a Notary Public in the State of New York, personally appeared Sean M. Walter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the Instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

TOWN OF RIVERHEAD

Resolution # 109

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH
BARIST ELEVATOR COMPANY, INC.**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead operates an elevator at the George Young Community Center/Jamesport Community Center in Jamesport, a Town facility; and

WHEREAS, the Town of Riverhead requires elevator maintenance and service regarding the elevator at the George Young Community Center/Jamesport Community Center; and

WHEREAS, Barist Elevator Company, Inc., is ready willing and able to provide elevator service and maintenance at the George Young Community Center/Jamesport Community Center.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is authorized to execute an agreement with Barist Elevator Company, Inc., in substantially the same form annexed hereto, regarding elevator service and maintenance at the George Young Community Center/Jamesport Community Center in Jamesport, a Town facility for a fee of \$340.73 per month or \$4,088.76 per year; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

SERVICE AGREEMENT

This Agreement made January 1, 2015 between the TOWN OF RIVERHEAD (hereinafter "Town"), a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York, 11901, and BARIST ELEVATOR COMPANY, INC. (hereinafter "Barist"), a corporation existing under the laws of the State of New York with a principal place of business at 113F Brook Avenue, Deer Park, NY 11729.

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

I. SCOPE OF SERVICES

During the terms of this agreement, Barist shall provide elevator maintenance service at the Jamesport Community Center located at South Jamesport Avenue, Jamesport, NY 11947, regarding one (1) hydraulic passenger elevator.

2. TERM OF AGREEMENT

The agreement shall commence on January 1, 2015 and terminate on December 31, 2015.

3. PAYMENT

For these services Town will pay Barist a fee of \$340.73 (three hundred forty dollars and seventy-three cents) per month or \$4,088.76 (four thousand eighty-eight dollars and seventy-six cents) for the term. Payments will be made on a monthly basis upon receipt of an accurate, proper and timely invoice.

4. PUBLICITY

Barist 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 Barist. Barist shall not, without the prior written consent of Town, provide, release or make available for inspection any document, data, or written material of any kind without the prior written consent of at least three members of the Town Board or by resolution of the Town Board.

5. 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.

6. TERMINATION

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

7. RECORDS

Barist 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 Barist 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 Barist, 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 fifteen days of the receipt of such written notice. In the event that Barist determines that a change order is required, Barist shall obtain written approval of 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, Barist 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 Barist and 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, Deputy Town Attorney, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Barist if mailed by certified mail, postage prepaid to Barist Elevator Company, Inc., Attention: Richard Dalvano Sr., 113F Brook Avenue, Deer Park, NY 11729.

10. COMPLIANCE WITH LAWS

Barist shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this agreement. Barist will notify Town immediately if Barist's work for Town becomes the subject of a government audit or investigation. Barist represents that it 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, Barist 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. Barist 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 Barist's professional or technical discipline.

11. INSURANCE. INDEMNITY AND LIABILITY

Barist shall carry Comprehensive General Liability Insurance in the amount of two million dollars per occurrence and four million dollars in the aggregate and, if applicable, worker's compensation insurance. Barist shall provide a certificate of insurance regarding

said liability coverage which shall name the Town of Riverhead as an additional insured upon execution of this contract. Barist hereby indemnifies and holds 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 Barist under this agreement.

12. CONFLICT OF INTEREST

Barist hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, or contract with the Town for sale of any product or service. Barist 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 hereto. Barist 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 Barist fails to perform any of its obligations hereunder in accordance with the terms hereof then, after reasonable notice to Barist not to exceed thirty days and an opportunity for Barist 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 Barist and the amount incurred by the Town in connection with such care shall be payable by Barist to 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, Barist shall proceed diligently with the performance of this agreement in accordance with the decision of Town.

15. WORK HOURS

All work is to be performed during Barist's regular working hours of 8:00 am to 4:30 pm on Barist's regular working days Monday through Friday excluding holidays. Included in this contract (only if marked X) are the following hours of coverage at no charge:

- _____ 24 hours/7 days a week for emergency service on complete system failures
- _____ 24 hours/7 days a week Emergency Telephone Monitoring Service (if applicable)

In the event a device malfunction occurs between regular examinations, Barist's customer service representative will, at Town's request, dispatch an examiner to perform emergency minor adjustment callback service during Barist's regular working hours on Barist's regular working days.

If examinations, repairs or emergency minor adjustment callback services are later requested by the Town or its representative beyond regular working days/working hours, the Town agrees to pay extra for additional service/labor, as follows: for regular mechanic the billing rate is \$153.30 per hour; for team personnel (defined as two or more persons) billing rate is \$279.82 per hour; regarding service before 8:00 a.m. and after 5:00 p.m., Monday through Friday and all day on weekend days and holidays as follows: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Barist will use elevator mechanics directly employed and supervised by Barist who will use all reasonable care to maintain the elevator equipment in proper and safe operating condition.

16. SERVICE

Barist will regularly and systematically service, adjust and lubricate the elevator equipment and, if in Barist's professional judgment conditions warrant, repair or replace the following items in accordance with paragraph below entitled pro-rated parts: (Motor parts, controller parts, car door operating mechanisms, hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices, safety devices, hatchway limit switch(s), guide shoes and gibs and/or roller guides, steel selector tapes or cable and traveling conductor cables; pump parts, strainer and valve body, cylinder head packing, gland packing and hydraulic fluid tanks.) Signal lamps and position indicating equipment will be serviced during Barist's regular service intervals only. Barist will furnish all necessary lubricants to perform the aforementioned service.

Barist agrees to do all work in compliance with the rules and regulations of the subject municipality having jurisdiction provided that such work/violations are due to normal wear and tear while this maintenance contract is in effect, are not pre-dated from the date this agreement is signed and do not cover any additions, changes to, or alter the equipment's existing design or its method of operation existing on the date this agreement is signed.

17. PRO-RATED PARTS

Notwithstanding the aforementioned, in order to provide Town with the maximum of service from the parts listed above, Barist is accepting them in their present condition with the understanding that Town is to pay, in addition to the base amount of this contract, an extra charge at the time the items listed are first replaced, if replaced during the term of this contract. The charge for this replacement will be determined by prorating the total cost of replacing the individual items.

18. SPECIFIC EXCEPTIONS

The following of the aforementioned items are specifically exempt from the repair and replacement guarantee: Piston, Cylinder, Oil Line Piping, Hydraulic fluid, Obsolete Equipment For Which Replacement Parts Are No Longer Available, Replacement with parts of a different design or type, Misuse/Abuse of The Elevator Equipment, Modifications, Alterations of Any Kind, New attachments, Water Damage, Power Failure(s), Brown outs,

Computer and Microcomputer devices, Machine parts, Rotating elements, Safeties or Compensation equipment of any kind, Proprietary equipment and Any Damages as a Result of Occurrences Beyond Our Control.

19. GENERAL EXCEPTIONS

This contract does not, under any circumstances, include any work on or cover any of the following items including but not limited to: Machine room, power feeders, mainline disconnect switches their wiring and fuses, hoistway enclosure, hoistway inserts and brackets, rails or rail alignment, hatchway entrances, hatchway entrance finish, hoistway door checks or hinges, car enclosures, cab, cab fans, cab finish, cab flooring or coverings, cab wall panels, hung ceilings, cab lighting, light tubes or bulbs, emergency lighting and all batteries including those for emergency lowering devices, mirrors, handrails, gate and/or door panels, door/gate pull straps, sills, entrances and finishes, smoke sensors, heat sensors, telephones, intercoms or communication devices or items not specifically mentioned in this contract. This contract does not cover any work or the installation of new attachments recommended or directed by insurance companies, or any work required due to future revisions to the code and/or regulations by the authorities having jurisdiction.

20. TESTING/INSPECTIONS

If those elevator units listed are provided with firefighters service and are required by code to be tested monthly or however directed by the authorities having jurisdiction, Town assumes responsibility for performing and keeping a record of such tests. The following testing/inspections as per code or directed by authorities having jurisdiction (Only if marked by an X) are included in this contract:

- Annual Valve Pressure Test
- Semi-Annual Visual Inspections

21. TOWN'S RESPONSIBILITY

The Town agrees to maintain the hatchway, pit and machine room in clean condition and to keep the elevator equipment from being exposed to the elements or to physical damage. The Town agrees to shut down the equipment immediately upon the manifestation or appearance of any irregularity in operation of the elevator equipment, to notify Barist at once, and keep the equipment shut down until the completion of repairs. The Town will keep the equipment under observation by personnel competent to detect any such manifestation or appearance of irregularities in operation between periods of Barist's inspections. The Town will give Barist written notice within twenty-four hours after occurrence of any accident in or about the elevators.

22. SHARED RESPONSIBILITY

The Town agrees to provide Barist unrestricted ready and safe access to all areas of the building in which any part of the devices are located and to keep all machine rooms and pit areas free from water, stored materials and debris. The Town agrees to provide a safe work place for Barist's personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any device is malfunctioning or is in dangerous condition, Town agrees to immediately notify Barist using the Barist 24-hour service line. Until the problem is corrected, Town agrees to remove the device from service and take all necessary precautions to prevent access or use.

The Town agrees to properly post, maintain and preserve any and all instructions or warnings to passengers in connection with the use of any devices.

This Agreement hereby executed on the date last written below.

Richard Dalvano Sr, President
Barist Elevator Company, Inc.,
113 F Brook Avenue
Deer Park, New York 11729

Date: _____

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

Date: _____

TOWN OF RIVERHEAD

Resolution # 110

AUTHORIZES NUNC PRO TUNC CO-SPONSORSHIP OF WEEKLY SATURDAY/SUNDAY FARMER'S MARKET FROM JANUARY 3, 2015, TO MAY 17, 2015, WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC; AUTHORIZES APPROVAL OF A LICENSE AGREEMENT WITH DESIGNATED FARM VENDORS REGARDING REAL PROPERTY LOCATED AT 221 EAST MAIN STREET, RIVERHEAD

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead enacted a local law pursuant to Town Board Resolution no. 222 of 1991 thereby establishing the Town of Riverhead Business Improvement District which is governed by the Riverhead Town Board; and

WHEREAS, upon the unanimous recommendation of the Riverhead Business Improvement District Management Association, Inc. (BIDMA), the Town of Riverhead Business Improvement District wishes to co-sponsor a weekly Saturday/Sunday Farmer's Market commencing on successive Saturdays-Sundays from January 3-4, 2015, and ending on Sunday, May 17, 2015, unless terminated sooner, from 10:00 a.m. to 2:00 p.m. for the Saturday session and 11:00 a.m. to 3:00 p.m. for the Sunday session, at 221 East Main Street, Riverhead; and

WHEREAS, the Riverhead Business Improvement District Management Association, Inc., pursuant to contract, needs the consent and approval of the Town of Riverhead Business Improvement District to facilitate Town of Riverhead Business Improvement District-related events.

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Business Improvement District shall co-sponsor with the Riverhead Business Improvement District Management Association, Inc., a weekly Saturday/Sunday Farmer's Market commencing on successive Saturdays-Sundays from January 3-4, 2015, and ending on Sunday, May 17, 2015, from 10:00 a.m. to 2:00 p.m. for the Saturday session and 11 a.m. to 3:00 p.m. for the Sunday session, at 221 East Main Street, Riverhead, **subject to the following conditions:**

- 1. Prior to occupancy, the subject real property site improvements shall meet or exceed all New York State and town building code requirements, including but not limited to fire, electrical, plumbing, and mechanical requirements as approved by the Riverhead Town Building Department and/or Fire Marshal.**
- 2. Each participating vendor shall execute a license agreement as well as a participating vendor application in a form to be approved by the Town Attorney's Office.**

3. In general, Priority of Participation shall be as follows: 1. Riverhead Business Improvement District Members, 2. Previously-participating Summer 2014 Farmer’s Market Vendors, 3. East-End Farm Vendors with locally produced inventory, 4. Other Farm Vendors
4. Each participating vendor shall procure an insurance policy for the subject activity naming the Town of Riverhead Business Improvement District, Town of Riverhead, Riverhead Business Improvement Management Association, Inc., and Robert Knotoff and Nancy Knotoff as “additional insureds” with policy limits and coverage amounts deemed acceptable to the Town Attorney’s Office.
5. The Town Supervisor shall be authorized to execute a license agreement with designated farm vendors in a form to be approved by the Town Attorney’s Office.
6. BIDMA shall submit an authorization resolution from its Board of Directors evincing approval of same.

RESOLVED, that the Riverhead Business Improvement District Management Association, Inc., shall provide all documentation regarding income, fees and valid and proper expenditures for this event, to the Riverhead Town Accounting Department; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Raymond Pickersgill, President, Riverhead Business Improvement District Management Association, Inc., 49 East Main Street, Riverhead, New York 11901; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 111

AUTHORIZES THE TOWN OF RIVERHEAD TO DIRECT KIM A. YOUNG TO REMOVE ALL LITTER. GARBAGE/REFUSE. RUBBISH. YARD WASTE. WEEDS. NOXIOUS PLANTS. GRASS AND/OR RANK VEGETATION IN EXCESS OF TEN (10) INCHES IN HEIGHT UPON THE PREMISES KNOWN AS 178 MAIN ROAD. AQUEBOGUE. NEW YORK. 11931. a/k/a SCTM # 0600-085.00-02-002.00 PURSUANT TO RIVERHEAD TOWN CODE CHAPTER 96

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Chapter 96 of the Code of the Town of Riverhead ("Riverhead Town Code"] entitled, "Rubbish, Refuse, Weeds and Other Rank Vegetation" authorizes the Riverhead Town Board to direct removal of all litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height upon the land by the owner, renter or occupier of the premises; and

WHEREAS, Riverhead Town Investigator ("CEO") Richard Downs observed on December 23, 2014, the accumulation of litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height at premises known as 178 Main Road, Aquebogue, N.Y. 11931, SCTM # 0600-085.00-02-002.00, owned by Kim A. Young; and

WHEREAS, pursuant to Riverhead Town Code section 96-5 (A) (B), a Notice of Violation was served upon the reputed owner of said premises at his last known address on or about December 23, 2014, whereby said owner was directed in said notice to remove all litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess often (10) inches in height on or before January 15, 2015 as observed by CEO Richard Downs; and

WHEREAS, pursuant to Riverhead Town Code section 96-5 (B), a Notice of Violation was served upon the reputed owner of said premises at his last known address on or about December 23, 2014, whereby said owner was directed in said notice to remove all litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess often (10) inches in height on or before January 15, 2015 as observed by CEO Richard Downs; and

WHEREAS, said owner has failed, neglected or refused to eliminate the aforementioned violations of Chapter 96; and

WHEREAS, the accumulation of litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess of ten (10) inches in height poses a fire hazard and a nuisance as defined in Chapter 96-4 of the Riverhead Town Code; and

WHEREAS, pursuant to Riverhead Town Code section §96-8, the Riverhead Town Board is empowered to adopt a resolution authorizing the removal of all litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank

vegetation in excess of ten (10) inches in height which creates a nuisance 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 of the Riverhead Town Code section §96-8 (C) the Riverhead Town Board is authorized 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, that the Town of Riverhead's Town Board be and hereby finds that the real property at 178 Main Road, Aquebogue, New York 11931, also known as SCTM # 0600-085.00-02-002.00, owned by Kim A. Young is in violation of Chapter 96 of the Riverhead Town Code, poses a fire hazard and a nuisance as defined in Chapter 96-4 of the Riverhead Town Code in that the real property contains litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess often (10) inches in height; and; be it further

RESOLVED that the Riverhead Town Board directs that the Investigations Unit of the Office of the Town Attorney, in conjunction with the Town Engineering Department facilitate the removal of all litter, garbage/refuse, rubbish, yard waste, weeds, noxious plants, grass and/or rank vegetation in excess often (10) inches in height at the premise designated at 178 Main Road, Aquebogue, New York 11901, also known as SCTM # 0600-085.00-02-002.00, owned by Kim A. Young; and be it further

RESOLVED, that the Office of the Financial Administrator is directed to establish and provide the necessary budget appropriation of general funds as reasonably requested by the Investigations Unit of the Office of the Town Attorney, in conjunction with the Town Engineering Department; and be it further

RESOLVED, that pursuant to Code of the Town of Riverhead section §96-8 (C), all costs for the removal of the aforesaid violation and/or nuisance shall be reported to the Town Board by the Town Engineering Department 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; and be it further

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 Kim A. Young, as the same may appear on the records of the Receiver of Taxes of the Town; and to Daniel C. Ross, Esq. as Agent for Kim A. Young P.O. Box 146, Mattituck, New York 11952; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 112

EXTENDS PROFESSIONAL SERVICES AGREEMENT WITH VEHICLE TRACKING SOLUTIONS FOR AUTOMATED VEHICLE LOCATION AND MONITORING FOR TOWN OF RIVERHEAD HIGHWAY DEPARTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Board of the Town of Riverhead, by Resolution #110 adopted on February 7, 2012, authorized the issuance of a Request for Proposals seeking proposals for Automated Vehicle and Monitoring (AVLM) for use by the Town Highway Department; and

WHEREAS, the Town Board, by Resolution #432 adopted on June 5, 2012, awarded the bid for Automated Vehicle Location and Monitoring to Vehicle Tracking Solutions for a three year contract; and

WHEREAS, historically, the Town Highway Department reviews its annual contracts, including the contract for AVLM, at or near the beginning of the calendar year and submits the requisite claim voucher for services for one year, hence, as the contract was originally awarded in June of 2012 for a three year contract term, an extension for a period of six months would be consistent with the submission of the claim voucher; and

WHEREAS, the Town Highway Superintendent, seeks to extend the contract with Vehicle Tracking Solutions for an additional six months expiring December 31, 2015 under the same terms and conditions as set forth in the original Professional Services Agreement.

NOW THEREFORE BE IT RESOLVED, that the Professional Services Agreement with Vehicle Tracking Solutions be extended for an additional six months expiring December 31, 2015 under the same terms and conditions set forth in the original Professional Services Agreement; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 113

REAPPOINTS MEMBER TO THE BOARD OF ASSESSMENT REVIEW

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

NOW, THEREFORE, BE IT RESOLVED, that Brian Mills is hereby reappointed to the Board of Assessment Review, nunc pro tunc, for a term to commence on October 1, 2014 and continue through September 30, 2019, in accordance with Section 523 of the Real Property Tax Law, at the annual salary established under Town resolution #2008-625; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Brian Mills, 126 Canterbury Dr, Wading River, NY 11792, the Assessor's Office, Suffolk Co. Real Property Tax Service Agency, 300 Center Drive, Riverhead NY 11901, the Personnel Office, and the Accounting Department; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 114

REJECTS BIDS RESPONSIVE TO THE REQUEST FOR PROPOSALS FOR CREDIT CARD PAYMENT PROCESSING, DEBIT CARD PAYMENT PROCESSING AND ELECTRONIC CHECK PAYMENT PROCESSING PUBLISHED AND POSTED ON APRIL 24, 2014, AND AUTHORIZES THE TOWN CLERK TO RE-PUBLISH AND POST A REQUEST FOR PROPOSALS FOR CREDIT CARD PAYMENT PROCESSING, DEBIT CARD PAYMENT PROCESSING AND ELECTRONIC CHECK PAYMENT PROCESSING FOR THE BENEFIT OF THE GENERAL PUBLIC REGARDING BOTH IN-PERSON AND INTERNET TRANSACTIONS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Request for Proposals for credit card payment processing, debit card payment processing and electronic check payment processing for the benefit of the general public regarding both in-person and interest transactions at various Town departments, offices and facilities was originally published and posted on April 24, 2014; and

WHEREAS, the Town did receive proposals responsive to the publish and post but, since nearly one year has gone by, the Town Board believes it is in the best interest of the Town to re-publish and post a Request for Proposals for credit card payment processing, debit card payment processing and electronic check payment processing for the benefit of the general public regarding both in-person and internet transactions and wishes to reject such proposals due to ever-evolving interchange rates and fees.

NOW THEREFORE BE IT RESOLVED, that the Town Board be and does hereby reject all bids responsive to the Request for Proposals for credit card payment processing, debit card payment processing and electronic check payment processing for the benefit of the general public regarding both in-person and interest transactions posted on April 24, 2014, and authorizes the Town Clerk to re-publish and post the attached Notice to Bidders; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

PLEASE TAKE NOTICE, that sealed proposals will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **March 12, 2015 at 11:00 a.m.**, prevailing time, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals from qualified parties interested in providing credit card payment processing, debit card payment processing and electronic check payment processing, for the general public, both in-person and via the internet, at various Town departments, offices and facilities.

Specifications and guidelines for submission of proposals will be available on **February 12, 2015** on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted in a sealed envelope clearly marked **“CREDIT CARD PAYMENT PROCESSING, DEBIT CARD PAYMENT PROCESSING AND ELECTRONIC CHECK PAYMENT PROCESSING”** and must be received by the Office of the Town Clerk by no later than **11:00 a.m. on March 12, 2015**.

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals if the Town determines, in its sole discretion, that the best interests of the Town will be served thereby.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 115

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Senior Citizen Department offers a wide variety of programs, activities and support services for the older residents of the Riverhead community which include music and entertainment; and

WHEREAS, Thomas Parris represents that he is competent by reason of training and/or experience to provide music and entertainment services to the Senior Citizen Department.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is authorized to execute the Agreement between the Town of Riverhead and Thomas Parris to provide music and entertainment services to the Senior Citizen Department 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 Thomas Parris, 118 King Road, Rocky Point, New York, 11778; Senior Center Director; the Accounting Department 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 the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted



Senior Citizens Department
200 Howell Avenue
Riverhead, NY 11901
(631) 722-4444

Independent Contractor Agreement

THIS AGREEMENT, made on the _____ day of _____ 2015 by and between the Senior Citizens Department of the TOWN OF RIVERHEAD, a municipal corporation with its principal place of business at 200 Howell Avenue, Riverhead, NY, 11901, (hereinafter referred to as the "AGENCY") and Thomas Parris, (hereinafter referred to as the "Contractor"), residing at 118 King Road, Rocky Point, NY 11788.

WITNESSETH

1. This agreement shall commence in January 2015 and terminate at the end of December 2015.
2. This agreement is for Consultant services rendered to the agency by the contractor. The above consultant will provide Entertainment/DJ services for special events at the Senior Center.
3. The parties hereto agree that the fee for such services by the contractor shall be \$125.00/hour, to be paid following every event.
4. The Contractor represents that he/she is competent by reason of training and/or experience to provide the services described in item #2 above and will furnish these services in an effective and professional manner.
5. If there are events beyond his/her control and the contractor is unable to carry out the services described in item #2, then he/she shall immediately notify the SENIOR CITIZENS DEPARTMENT. A substitute can only be used if he/she is an affiliated member of the Contractor's organization and is covered by the Liability Insurance.
6. The contractor must sign a separate Hold Harmless Agreement and submit a Certificate of Liability Insurance naming the Town of Riverhead as additionally insured with a policy limit of \$1,000,000.00 per occurrence.
7. Failure to comply with any of the aforementioned terms and conditions will result in a cancellation of this agreement.
8. The Agency reserves the right to terminate this Agreement without notice and with no obligation to show due cause.

Independent Contractor

Senior Citizens Director

Approved By: _____ Date _____

Town Supervisor

TOWN OF RIVERHEAD

Resolution # 116

**AUTHORIZING WAIVER OF 30 DAY NOTIFICATION REQUIRED
BY THE NEW YORK STATE LIQUOR AUTHORITY**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, The Heart of Baking Inc. , 33 East Main Street, Riverhead, New York intends to apply for a liquor/wine/beer application for 33 East Main Street, Riverhead, New York; and

WHEREAS, pursuant to Alcohol Beverage Control Law §110-b, an applicant must give the municipality thirty (30) days' notice of the pending liquor license application unless the municipality consents to waive this thirty (30) day requirement; and

WHEREAS, John Springer, as agent for The Heart of Baking Inc. has requested that the Town waive the thirty (30) day notification required by the New York State Liquor Authority in an effort to expedite the application for the liquor license to The Heart of Baking Inc. from the New York State Liquor Authority.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead, be and hereby offers no objection to and waives the thirty (30) day notice period in regard to application by The Heart of Baking Inc. for a liquor/wine/beer license from the New York State Liquor Authority, allowing to expedite submission of the liquor license application; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to John Springer, My Liquor License Guy, 52 Horizon View Drive, Farmingville, New York 11738; and be it further

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

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 117

PAYS BILLS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

ABSTRACT #15-02 January 22, 2015 (TBM 02/03/15)			
			Grand
Fund Name	Fund #	Ckrun	Totals
GENERAL FUND	1	2,267,225.62	2,267,225.62
RECREATION PROGRAM FUND	6	17,792.22	17,792.22
HIGHWAY FUND	111	309,723.68	309,723.68
WATER DISTRICT	112	191,140.59	191,140.59
RIVERHEAD SEWER DISTRICT	114	395,354.73	395,354.73
REFUSE & GARBAGE COLLECTION DI	115	240,912.25	240,912.25
STREET LIGHTING DISTRICT	116	26,023.98	26,023.98
PUBLIC PARKING DISTRICT	117	10,343.06	10,343.06
BUSINESS IMPROVEMENT DISTRICT	118	857.82	857.82
AMBULANCE DISTRICT	120	12,290.30	12,290.30
EAST CREEK DOCKING FACILITY FUND	122	4,562.48	4,562.48
CALVERTON SEWER DISTRICT	124	10,383.89	10,383.89
RIVERHEAD SCAVENGER WASTE DIST	128	75,642.31	75,642.31
WORKERS' COMPENSATION FUND	173	460.34	460.34
RISK RETENTION FUND	175	50,713.67	50,713.67
MAIN STREET REHAB PROGRAM	177	75,000.00	75,000.00
CDBG CONSORTIUM ACCOUNT	181	5,050.00	5,050.00
GENERAL FUND DEBT SERVICE	384	151,240.93	151,240.93
TOWN HALL CAPITAL PROJECTS	406	46,864.11	46,864.11
TRUST & AGENCY	735	18,731,329.77	18,731,329.77
CALVERTON PARK - C.D.A.	914	4,738.46	4,738.46
		22,627,650.21	22,627,650.21

THE VOTE

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

The Resolution Was Thereupon Duly Declared Adopted