FEBRUARY 7, 2012

CDA RESOLUTIONS:

CDA

Res. #5 **Authorizes the Chairman to Execute an Agreement with New York & Atlantic Railway Company to Use Railroad Track and Rail Infrastructure at EPCAL and Conduct Freight Rail Operations**

TOWN BOARD RESOLUTIONS:

Res. #77 **Amends Town Board Resolution #44-2012 Authorizes Attendance at the Government Finance Officers' Association Annual Conference**

Res. #78 **Animal Shelter Donation Fund 2012 Budget Adjustment**

Res. #79 **Calverton Park Community Development Budget Adjustment**

Res. #80 **2011 Byrne Memorial Justice Assistance Grant Budget Adoption**

Res. #81 **2012 General Town Grumman Memorial Budget Adjustment**

Res. #82 **Amend Town Board Resolution #812 2011 General Town Grumman Memorial Budget Adjustment**

Res. #83 **Highway District Budget Adjustment**

Res. #84 **2012 Installation of Waste Oil Tank at the Municipal Garage Budget Adoption**

Res. #85 **Street Lighting 2012 Budget Adjustment**

Res. #86 **Riverhead Sewer Treatment Plant Upgrade Capital Project Budget Adjustment**

Res. #87 **Authorizes Supervisor to Execute Contract with New York State Park Office of Parks, Recreation and Historic Preservation for Renovation of Nadel Drive Pocket Park**

Res. #88 **Appoints a Part Time Secretery (Karen Occhiogrosso)**

Res. #89 **Authorizes Payment of the Association of Towns' Annual Membership Dues for 2012**

Res. #90 **Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for Street Lighting and Traffic Signal Maintenance Repair Parts**

Res. #91 **Authorizes Highway Superintendent to Attend 2012 National Truck Equipment Association Work Truck Show**

Res. #92 **Ratifies the Appointment of a Temporary Animal Control Officer I to the Animal Control Division of the Riverhead Town Police Department**

Res. #93 **Sets 2012 Hourly Rate for Bingo Inspector**

Res. #94 **Declares Lead Agency, Classifies and Determines Significance of Action: Acquisition of the Riverhead National Guard Armory**

Res. #95 **Approves Site Plan of PODS of New York, LLC**

Res. #96 **Accepts Resignation of Accessory Apartment Review Board Member (Charles Funda)**

Res. #97 **Awards Bid for Specialty Items for Senior Center**

Res. #98 **Authorization to Publish Advertisement for Fertilizer & Lawn Chemicals for the Town of Riverhead**

Res. #99 **Authorization to Publish and Post Advertisement for Propane for the Town of Riverhead**

Res. #100 **Authorization to Publish Advertisement for Work Clothes for the Town of Riverhead**

Res. #101 **Appoints a Call-In Park Attendant II to the Recreation Department (Patrick O'Neill)**

Res. #102 **Appoints a Call-In Park Attendant III to the Recreation Department (Patrick O'Neill)**

Res. #103 **Authorizes Sewer District Employee to Attend Course (June 4 through June 8, 2012)**

Res. #104 **Authorizes Sewer District Employee to Attend Course (May 14 through May 25, 2012)**

Res. #105 **Authorizes Advisement to EFC RE: Grant Application**

Res. #106 **Adopts a Local Law to Amend Chapter 101 Entitled "Vehicles & Traffic" of the Riverhead Town Code (§101-3, Stop and Yield Intersections; Railroad Crossings; Parking Fields)**

Res. #107 **Amends Resolution #39 of 2012 (Authorizes Attendance at the 2012 Training School and Annual Meeting Held by the Association of Towns)**

Res. #108 **Authorizes the Retention of the Law Firm of Campolo, Middleton & McCormick, LLP**

Res. #109 **Authorizes the Execution of an Agreement with Cybertrust, Inc. (Verizon) for Managed Security Services)**

Res. #110 **Authorization to Publish Advertisement of a Request for Proposals for Automated Vehicle Location and Monitoring (AVLM) for Town of Riverhead Highway Department Fleet**

Res. #111 **Authorizes the Supervisor to Execute Memorandum of Agreement between the County of Suffolk and the Town of Riverhead for Fire, Rescue and Emergency Services**

Res. #112 **Authorizes the Supervisor to Execute Memorandum of Agreement between the County of Suffolk and the Town of Riverhead for Horton Avenue Hazard Mitigation**

Res. #113 **Authorizes the Supervisor to Execute an Agreement with William P. McCann to Provide Reconciliation & Analysis Services for the Town of Riverhead**

Res. #114 **Extends Bid Contract for Disposal of Town of Riverhead Municipal Solid Waste**

Res. #115 **Appoints the Law Firm Smith, Finkelstein, Lundberg, Isler and Yakaboski as Special Counsel in the Matter F1 Long Island v. Phil Cardinale, Barbara Blass, the Town of Riverhead, the Town Board of the Town of Riverhead, Et Al. (Federal) and Leibowitz, F1 Long Island v. Town of Riverhead, Et Al. (State) and Authorizes the Supervisor to Execute a Retainer Agreement Regarding Same**

Res. #116 **Appoints the Law Firm Smith, Finkelstein, Lundberg, Isler and Yakaboski as Special Counsel in the Matter Field Day, Et Al. v. the Town of Riverhead, Et Al, and Authorizes the Supervisor to Execute a Retainer Agreement Regarding Same**

Res. #117 **Appoints the Law Firm Smith, Finkelstein, Lundberg, Isler and Yakaboski as Special Counsel in the Matter M-GBC, LLC v. the Town Board of the Town of Riverhead, Et Al., and Authorizes the Supervisor to Execute a Retainer Agreement Regarding Same**

Res. #118 **Resolution and Consent Approving the Dedication of a Highway Known as Honey Lane (Osborne Acres)**

Res. #119 **Appoints the Law Firm Smith, Finkelstein, Lundberg, Isler and Yakaboski as Special Counsel in the Matters Riverhead Park Corp. v. Phil Cardinale, George Bartunek, Barbara Blass, Leroy Barnes, Dawn C. Thomas and the Town of Riverhead (federal case) and the Town of Riverhead v. Riverhead Park Corp. (state case) and Authorizes the Supervisor to Execute a Retainer Agreement Regarding Same**

Res. #120 **Appoints the Law Firm Smith, Finkelstein, Lundberg, Isler and Yakaboski as Special Counsel in the Matters Town of Riverhead Water District v. Pittsburgh Tank and Town and Authorizes the Supervisor to Execute a Retainer Agreement Regarding Same.**

Res. #121 **Authorizes the Release of Site Plan Security of Jenenne Lockwood (Peconic Holdings – Robert Stevenot)**

Res. #122 **Releases Certificate of Deposit of Richard Olivo in Connection with the Subdivision Entitled, "Map of Shade Tree Acres – Section 1" (One Year Maintenance Bond)**

Res. #123 **Releases Certificate of Deposit(s) of Richard Olivo in Connection with the Subdivision Entitled, "Map of Shade Tree Acres – Section 2" (One Year Maintenance Bond)**

Res. #124 **Authorization to Publish Advertisement for Snack Vendors for the Town of Riverhead**

Res. #125 **Appoints the Law Firm Smith, Finkelstein, Lundberg, Isler and Yakaboski as Special Counsel in the Matter Soundview Associates v. the Town of Riverhead Et Al. and Authorizes the Supervisor to Execute a Retainer Agreement Regarding Same**

Res. #126 **Approves Chapter 90 Application of Vail Leavitt (A Live Musical Entertainment – June 16th and 17th 2012)**

Res. #127 **Authorizes the Supervisor to Execute an Agreement with New York & Atlantic Railway Company to Use Railroad Track and Rail Infrastructure at EPCAL and Conduct Freight Rail Operations**

Res. #128 **Accepts Donation of Microfilm/Fiech Reader for Use by the Riverhead Town Clerk's Office**

Res. #129 **Authorizes Community Development Department to Make Application to New York State Office of Parks, Recreation and Historic Preservation to Transfer Grant to Adjacent Parcels for Use by Suffolk County Historical Society**

Res. #130 **Authorizes Supervisor to Execute Agreement with Riverhead Youth Sports, Inc. for Referee/Umpire Services for Town of Riverhead Police Athletic League Girls and Boys Lacrosse and Football Program for 2012 Calendar Year**

Res. #131 **Authorizes the Supervisor to Execute a Professional Services Agreement for Peconic Avenue – CR 63 Pedestrian Crosswalk**

Res. #132 **Authorizes Town Clerk to Publish and Post Public Notice to Consider Town of Riverhead Expenditure of Community Preservation Funds for the Improvement and Management of Hamlet Park (Passive Recreation) on Property Described as SCTM # 0600-17-01-5.22 Owned by EMB Enterprises, LLC.**

Res. #133 **Supports Joint NEA "Our Town Grant" Application by East End Arts & Suffolk County Historical Society to National Endowment for the Arts**

Res. #134 **Pays Bills**

02.07.12
120077

ADOPTED

TOWN OF RIVERHEAD

Resolution # 77

AMEND TOWN BOARD RESOLUTION 44-2012 AUTHORIZES ATTENDANCE AT THE GOVERNMENT FINANCE OFFICERS' ASSOCIATION ANNUAL CONFERENCE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Resolution #44-2012 adopted January 18, 2012 authorized the attendance of the Financial Administrator to attend the NYS Government Finance Officers Association conference Wednesday April 4th thru Friday April 6th;

WHEREAS, due to Holy Week, the conference does not meet on Good Friday making the actual dates Tuesday, April 3rd thru Thursday, April 5th.

NOW, THEREFORE BE IT, RESOLVED, that the Financial Administrator is authorized to attend the NYS GFOA Annual Conference in Albany, NY Tuesday April 3rd, 2012 thru Thursday April 5th, 2012.

BE IT FURTHER, RESOLVED, the cost to attend said course shall not exceed $1,000(expenses to include fees for registration, meals, lodging and other travel costs such as tolls and gas) and will be reimbursed upon proper submission of receipts.

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting 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 ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120078

ADOPTED

TOWN OF RIVERHEAD

Resolution # 78

ANIMAL SHELTER DONATION FUND

2012 BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the purchase of a new washing machine for Animal Control is necessary from Gifts and Donation funds received in 2011for the Animal Shelter Fund.

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

		FROM	TO
028.000000.499999	Animal Shelter Fund Balance	260	
028.035100.524000	Equipment		260

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

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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

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02.07.12
120079

ADOPTED

TOWN OF RIVERHEAD

Resolution # 79

CALVERTON PARK
COMMUNITY DEVELOPMENT

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS a transfer of funds is necessary to cover costs associated with EPCAL professional services study along with expenses associated with updating the Reuse Plan for the 2,900 acre Calverton site;

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

		FROM	TO
914.000000.499999	Fund Balance	306,900	
914.069800.543900	Miscellaneous Consultants		286,900
914.069800.524000	Equipment		20,000

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

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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120080

ADOPTED

TOWN OF RIVERHEAD

Resolution # 80

2011BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Office of Justice Programs has approved a grant award under the FY11 Edward Byrne Memorial Justice Assistance Grant designated for a Special Services Vehicle for the Riverhead Police Department.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is authorized to establish the following budget adoption:

		FROM	TO
406.031200.493000.44025	Federal Aid Dept of Justice	10,692	
001.031200.524101	New Vehicle	3,780	
001.031200.541500	Automotive Repairs	11,700	
406.031200.524101.44025	Special Services Vehicle		26,172

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting Department and the Police 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 ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120081

ADOPTED

TOWN OF RIVERHEAD

Resolution # 81

2012 GENERAL TOWN
Grumman Memorial

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Monies have been received for the Gifts and Donations Grumman Memorial Fund Account.

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

		FROM	TO
001.092705.471109	Gifts & Donation Grumman Memorial	575	
001.016260.542500	Supplies - Grumman Memorial		575

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting 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 ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120082

ADOPTED

TOWN OF RIVERHEAD

Resolution # 82

AMEND TOWN BOARD RESOLUTION #812-2011
2011 GENERAL TOWN
Grumman Memorial

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Resolution 812-2011 was adopted November 1, 2011 adjusting the budget for monies received through Gifts and Donations.

WHEREAS, Additional funds were received for the 2011 calendar year.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and is hereby, authorized to amend Resolution #812-2011 to reflect the following budget adjustment:

		FROM	TO
001.092705.471109	Gifts & Donation Grumman Memorial	1,575	
001.016260.542500	Supplies - Grumman Memorial		1,575

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting 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 ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

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02.07.12
120083

ADOPTED

TOWN OF RIVERHEAD

Resolution # 83

HIGHWAY DISTRICT

BUDGET ADJUSTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, FEMA money was received in 2011 for the 'Rain Event' damage of the building foundation at the Highway Department; and

WHEREAS, revenue was also received for work completed with the demolition of 77 Kay Road; and

WHEREAS the Superintendent requests a budget adjustment increasing the funds of the Building Maintenance Account for the necessary repairs and the Equipment Account for the Security System;

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

		FROM	TO
001.014089.493110	Federal Aid - FEMA	15,500	
111.052300.432000	Service other Departments	12,000	
001.050100.541150	Building Maintenance & Supplies		15,500
111.051300.524000	Purchase of Equipment		12,000

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Highway Department and the Accounting 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 ☒Yes ☐No Gabrielsen ☐Yes ☒No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☐Yes ☒No
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120084

ADOPTED

TOWN OF RIVERHEAD

Resolution # 84

2012 INSTALLATION OF WASTE OIL TANK AT THE MUNICIPAL GARAGE

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Department of Health requires the installation of a waste oil tank at the Municipal Garage.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is authorized to establish the following budget adoption:

		FROM	TO
001.016900.540000	Municipal Garage Contractual Expenses	16,400	
406.016900.523006.40207	Waste Oil Tank		14,876
406.016900.547900.40207	Contingency		1,524

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

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 ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120085

ADOPTED

TOWN OF RIVERHEAD

Resolution # 85

STREET LIGHTING

2012 BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, A transfer or funds is necessary to repair the Mercury vapor lights that will not be part of this year's Efficient Light Replacement.

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

		FROM	TO
116.051820.524000	Equipment	30,000	
116.051820.546200	Electricity	60,000	
116.051820.541414	Street Lighting Maintenance		90,000

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Engineering Department and the Accounting 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 ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120086

ADOPTED

TOWN OF RIVERHEAD

Resolution # 86

RIVERHEAD SEWER TREATMENT PLANT UPGRADE

CAPITAL PROJECT

BUDGET ADJUSTMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a Capital Project was adopted 4/6/2010, Resolution 10-279 for the Riverhead Sewer District Treatment Plant Upgrade; and

WHEREAS the Sewer District Superintendent has requested a transfer from the reserve account in order for the project's design to continue;

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

		FROM	TO
114.000000.49999	Riverhead Sewer District	62,000	
130.000000.49999	Riverhead Sewer Reserve	138,000	
414.083100.543504.20031	Professional Services Engineering		200,000

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Sewer District and the Accounting 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 ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120087

ADOPTED

TOWN OF RIVERHEAD

Resolution # 87

AUTHORIZES SUPERVISOR TO EXECUTE CONTRACT WITH NEW YORK STATE PARK OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION FOR RENOVATION OF NADEL DRIVE POCKET PARK

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the New York State Office of Parks, Recreation and Historic Preservation has solicited applications under the Environmental Protection of 1993 and the Federal Land and Water Conservation Fund for grant funds to support projects to preserve, rehabilitate or restore lands, waters or structures for use by all segments of the population for park, recreation or conservation purposes, including such things as playgrounds and other recreational facilities; and

WHEREAS, the Community Development Department successfully received funding for rehabilitation of Nadel Drive Park, which addressed a priority established by the Commission of New York State Park Office of Parks, Recreation and Historic Preservation – the rehabilitation of an obsolete or unsafe playground, or other youth-related recreational facility.

WHEREAS, the residents of Nadel Drive have suffered from the deterioration and obsolescence of a town-owned park facility that does not adequately meet any recreational needs; and

THEREFORE, BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract with New York State Park Office of Parks, Recreation and Historic Preservation **subject to prior review and approval by the Town Attorney** for 50% of total eligible project costs to be matched by Town funds up to the amount of $49,950 towards Nadel Park improvements.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Community Development Department and the Recreation Department.

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120088

ADOPTED

TOWN OF RIVERHEAD

Resolution # 88

APPOINTS A PART-TIME SECRETARY

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a vacancy for a Part-Time Confidential Secretary exists in the Town Attorney's office; and,

WHEREAS, the position was duly advertised for, interviews were conducted, and the Town Attorney and Chief of Staff have made a recommendation of a suitable candidate.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to a successfully completed background investigation, this Town Board hereby appoints Karen Occhiogrosso to the position of Part-Time Confidential Secretary to the Town Attorney's Office and sets her rate of pay at $20.00 per hour and her workweek at a maximum of 17.50 hours per week.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Karen Occhiogrosso, the Town Attorney, 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 ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120089

ADOPTED

TOWN OF RIVERHEAD

Resolution # 89

AUTHORIZES PAYMENT OF THE ASSOCIATION OF TOWNS' ANNUAL MEMBERSHIP DUES FOR 2012

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Association of Towns of the State of New York hosts an annual Training School and Meeting in the month of February. Attendance at this training school is permitted by Section 77-b of the General Municipal Law. Subdivision 3 of the section permits the Town Board to authorize attendance by "any of its members or any officer or employee... or other person who has been elected pursuant to law to a public office of a municipality for which the term of office has not commenced..."; and

WHEREAS, it is the desire of the Town Board to attend said training school and to authorize Town employees to attend this event; and

WHEREAS, the Town is in receipt of an invoice from the Association of Towns for the annual membership dues for the year 2012.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the payment of Association of Towns annual membership dues for the year 2012; 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 ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

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02.07.12
120090

ADOPTED

TOWN OF RIVERHEAD

Resolution # 90

AUTHORIZES TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR STREET LIGHTING AND TRAFFIC SIGNAL MAINTENANCE REPAIR PARTS

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders for Street Lighting and Traffic Signal Maintenance Repair Parts in the March 1, 2012 issue of the News Review newspaper; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Engineering Department, Purchasing Department, IT Department and the Office of Accounting.

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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the Street Lighting and Traffic Signal Maintenance Repair Parts will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 4:00 pm on March 14, 2012 and will be publicly opened and read aloud at 11:00 am on March 16, 2012 in the Office of the Town Clerk.

Bids may be examined and/or obtained on or about March 1, 2012 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

Each proposal must be submitted on the forms provided and must be in a sealed envelope clearly marked, "Street Lighting and Traffic Signal Maintenance Repair Parts.

Please take further notice, that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE RIVERHEAD TOWN BOARD
DIANE M. WILHELM, TOWN CLERK
Riverhead, NY 11901

Dated: February 22, 2012

02.07.12
120091

ADOPTED

TOWN OF RIVERHEAD

Resolution #91

AUTHORIZES HIGHWAY SUPERINTENDENT TO ATTEND 2012 NATIONAL TRUCK EQUIPMENT ASSOCIATION WORK TRUCK SHOW

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the 2012 NTEA Work Truck Show is being held on March 5-March 8, 2012 in Indianapolis, Indiana and;

WHEREAS, the NTEA Work Truck Show offers classes and seminars, including but not limited to, Government Regulatory Implications for the Work Truck, Minimizing Litigation Risk, Vehicle Investment Using Life-Cycle Cost Analysis; and

WHEREAS, the Highway Superintendent's attendance and participation at the NTEA Work Truck Show will aid him in the performance of duties and in the administration of the Highway Department; and

WHEREAS, the cost of the NTEA Work Truck Show shall not to exceed $1,300.00 including registration, travel, lodging and meals and all such costs shall be fully receipted upon his return and all pertinent receipts and documents will be submitted to the Office of Accounting for reimbursement; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead be and does authorize the Highway Superintendent to attend the 2012 NTEA Work Truck Show and that cost not exceed $1,300.00 including registration, travel, lodging and meals, and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from 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 ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120092

ADOPTED

TOWN OF RIVERHEAD

Resolution # 92

RATIFIES THE APPOINTMENT OF A TEMPORARY ANIMAL CONTROL OFFICER I TO THE ANIMAL CONTROL DIVISION OF THE RIVERHEAD TOWN POLICE DEPARTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a vacancy exists for an Animal Control Officer at the Riverhead Town Animal Shelter; and

WHEREAS, the job was duly posted for, Job Posting #8 of 2011, interviews were conducted, and the Suffolk County Department of Civil Service has given approval to fill this vacancy on a temporary basis for a period of time not to exceed six months; and

WHEREAS, pending the results of a successful background check, a recommendation of a suitable candidate has been made by the Chief of Police and the Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED, that effective for February 6, 2012, this Town Board hereby ratifies the appointment of Jessica Eibs-Stankaitis to the position of Animal Control Officer I as found in Group 5, Step P of the Operational and Technical Salary Schedule; 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 for the office of the Town Clerk.

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120093

ADOPTED

TOWN OF RIVERHEAD

Resolution # 93

SETS 2012 HOURLY RATE FOR BINGO INSPECTOR

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

NOW, THEREFORE, BE IT RESOLVED, that effective for January 1, 2012 this Town Board hereby sets the hourly rate of Bingo Inspector Theresa Sweeney to $11.00.

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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120094

ADOPTED

TOWN OF RIVERHEAD

Resolution # 94

DECLARES LEAD AGENCY, CLASSIFIES AND DETERMINES SIGNIFICANCE OF ACTION: ACQUISITION OF THE RIVERHEAD NATIONAL GUARD ARMORY

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead has made application to the New York State Office of General Services under Chapter 495 of the Laws of New York 2011 for transfer and conveyance of a 5.7 acre parcel of State owned land known as the Riverhead Armory and more particularly described as Suffolk County Tax Map number 0600-108-2-3, and

WHEREAS, a necessary part of the transfer of title to the property is the conduct of an analysis under State Environmental Quality Review law, and

WHEREAS, the Town has by resolution number 711 of September 20, 2011 authorizing the Town Supervisor to make the subject application, already identified the acquisition as an Unlisted action under SEQR law, and

WHEREAS, the Riverhead Planning Department prepared a Short Environmental Assessment Form with narrative attachment, identifying the impacts on the natural and social environment that can be reasonably expected to result from acquisition and reuse of the property which did not reveal any impacts to be of a potentially significant nature and therefore recommends that a negative declaration of significance be rendered, now

THEREFORE BE IT RESOLVED, that the Riverhead Town Board declares itself to be the lead agency in the SEQR review of the acquisition of the Riverhead National Guard facility which it classifies as an Unlisted action, and

BE IT FURTHER RESOLVED, that the action is determined to be without the potential for significant environmental impact and that an EIS need not be prepared, and

BE IT FURTHER RESOLVED, that the Planning Department be directed to prepare a negative declaration of significance pursuant to Part 617.7 and .12, and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Planning Department and the Town Attorney, 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120095

ADOPTED

TOWN OF RIVERHEAD

Resolution # 95

APPROVES SITE PLAN OF PODS OF NEW YORK, LLC

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a site plan was submitted by PODS of New York, LLC for improvements related to providing evergreen screening of the outdoor storage containers including saw cutting of existing concrete slabs to construct planting islands, planting of 10 to 12 ft. high Eastern Red Cedars spaced at 7 ft. on center, the addition of curbing, drainage scuppers, "do not enter signs," and removal or disconnection of exterior light fixtures not in compliance with Article XLV, etc. upon real property located on the northwest corner of Burman Blvd. and Scott Ave. in Calverton, New York, known and designated as Suffolk County Tax Map Number 0600-135.2-1-16; and

WHEREAS, the Planning Department has reviewed the two-page site plan prepared by Gregory J. Marett, R. L. A., of Bayview Landscape Architecture, first page originally dated June 3, 2011 and revised September 14, 2011 and second page originally dated June 3, 2011 and last revised October 20, 2011 and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved with conditions;

WHEREAS, the Town Board has carefully considered the merits of the site plan application, the SEQRA record to date, the report of the Planning Department, as well as all other relevant Planning, Zoning and Environmental information; and

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received by the Office of the Financial Administrator of the Town of Riverhead as per receipt no. L 20208; and

WHEREAS, the Town Board has reviewed the site plan aforementioned.

NOW, THEREFORE, BE IT RESOLVED, that in the matter of the site plan application of PODS of New York, LLC the Riverhead Town Board hereby declares itself to be the Lead Agency and further determines the Action to be a Type II action pursuant to 6NYCRR Part 617 without significant impact and that an Environmental Impact Statement need not be prepared.

BE IT FURTHER RESOLVED, that the PODS of New York, LLC, site plan prepared by Gregory J. Marett, R. L. A., of Bayview Landscape Architecture, first page originally dated June 3, 2011 and revised September 14, 2011 and second page

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originally dated June 3, 2011 and last revised October 20, 2011 for improvements related to providing evergreen screening of the outdoor storage containers including saw cutting of existing concrete slabs to construct planting islands, planting of 10 to 12 ft. high Eastern Red Cedars spaced at 7 ft. on center, the addition of curbing, drainage scuppers, "do not enter signs," and removal or disconnection of exterior light fixtures not in compliance with Article XLV, etc. is hereby approved by the Town Board with the following conditions:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;

2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;

3. That the form, design, location, and color of all signage shall be submitted for the sign permit procedure prior to being installed at the property (the site plan approval does not indicate approval of signage); that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as any restrictions imposed as a condition of the site plan approval granted herein;

4. That any exterior lighting shall comply with Article XLV of the **Riverhead Town Code** and no lighting shall be adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;

5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the. enclosure of dumpsters, and agrees to abide by same;

6. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code;**

7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code;**

8. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;

9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected stating, "No Parking, Handicap

Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, PODS of New York, LLC hereby authorizes and consents to the Town of Riverhead to enter the premises at the northwest corner of Burman Blvd. and Scott Ave. in Calverton, New York to enforce said handicapped parking regulations;

10. That all new utilities shall be constructed underground;

11. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;

12. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;

13. The applicant must satisfy all requirements of the New York State Building Code;

14. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing or building permit, shall post a letter of credit in an amount equaling one hundred percent (100%) of the site improvement costs as estimated by the Planning Board. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said letter of credit, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The land clearing or building permit shall not be issued until the Town Clerk certifies that the letter of credit has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the clearing or building permit or any renewal thereof;

15. That the applicant shall be required to request, pay the applicable fees, and obtain all the necessary site inspections (including drainage improvements prior to backfill, grading and site improvements prior to the first lift of paving, and post-construction prior to the issuance of a certificate) as prescribed in section 108-131E of the **Code of the Town of Riverhead**;

16. That no importation or exportation of materials will take place until a permit for such is obtained by the Town Board pursuant to Chapter 62 of the Riverhead Town Code;

17. That the height of the outdoor storage will not exceed a maximum of 16 ft. (two 8 ft. high containers stacked on top of each other) as indicated on the site plan;

18. That the evergreen screening will be grown to a height of at least 16 ft. and maintained at a minimum of this height;

19. That no Building Permits and/or Certificates of Occupancy shall issue until the Town Supervisor or his designee signs the mylar copy of the two-page site plan, first page originally dated June 3, 2011 and revised September 14, 2011 and second page originally dated June 3, 2011 and last revised October 20, 2011, prepared by

Gregory J. Marett, R. L. A., which must be submitted, and signature shall be conditional upon the following:

i. That the mylar site plan includes a Town Board certification box, on each page of the plans, in the format approved by the Planning Department;

ii. That three paper site plans matching the mylar (including the Town Board certification box on each page) are submitted to the Planning Department;

iii. That certification of clean title to the satisfaction of the Town Attorney is submitted;

iv. That covenants to the satisfaction of the Town Attorney are submitted and filed (as indicated under item #2);

v. That the applicant shall submit a digital copy of the site plan in a common computer-aided design (CAD) file format, among them DGN, DXF, and DWG, and the digital CAD drawing shall be projected in the NAD 1983 State Plane New York Long island FIPS 3104 (feet) coordinate system.

20. That in furtherance of section 108-131 E (1) (c), no Certificate of Occupancy shall issue until the applicant submits a signed and sealed "As-Built" survey in accordance to section 108-129 E;

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be is hereby authorized to forward a certified copy of this resolution to John Bornmiller, General Manager, PODS of New York, LLC, 50 Oser Ave., Hauppauge, New York 11788; Thomas Laoudis, 4062-601 Grumman Blvd., Calverton, New York 11933; Gregory J. Marett, R. L. A., Bayview Landscape Architecture, 1047 Old Northern Blvd., Roslyn, New York 11576; and be it

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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

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02.07.12
120096

ADOPTED

TOWN OF RIVERHEAD

Resolution # 96

ACCEPTS RESIGNATION OF ACCESSORY APARTMENT REVIEW BOARD MEMBER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Charles Funda was appointed, by Resolution #312 adopted on April 15, 2008, to serve on the Accessory Apartment Review Board effective April 15, 2008; and

WHEREAS, Charles Funda, for personal reasons offered a letter of resignation dated January 24, 2012, effective February 1, 2012; and

WHEREAS, the Town Board has given careful consideration to Mr. Funda's letter of resignation, payroll and personnel policy and records; and

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby accepts Charles Funda's resignation, effective February 1, 2012; 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 ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120097

ADOPTED

TOWN OF RIVERHEAD

Resolution #97

AWARDS BID FOR SPECIALTY ITEMS FOR SENIOR CENTER

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for SPECIALTY ITEMS FOR SENIOR CENTER for the Town of Riverhead and;

WHEREAS, bids were received and opened at 11:00 am on July 21, 2011, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for SPECIALTY ITEMS FOR SENIOR CENTER for the Town of Riverhead be and hereby is, awarded to MIVILA FOODS OF NY, INC. for prices on the attached pages.

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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

	DESCRIPTION	UNIT	PRICE	
1	ALFREDO SAUCE 32 OZ. CONTAINERS/FROZEN	CASE	63.75 @	4/96 OZ.
2	APPLE SAUCE/IND/4 OZ.	CASE	23.85	
3	ASPARAGUS SPEARS, FROZEN	10-2.5#/CS	66.25	
4	ASPARAGUS TIPS, FROZEN, 6.2.5#	CASE	19.35 @	CUTS & TIPS
5	BEAN SPROUTS, CANNED	6/#10	33.85	
6	BEEF PATTIES, SIRLOIN 6 OZ. PATTY/10#	CASE	No bid	
7	BREADSTICKS/SOFT	CASE	19.85	
8	CARROT STICKS	5# BAG	No bid	
9	CELERY STICKS	5# BAG	No bid	
10	CEREAL/OATMEAL/IND.PACKS/ASST.	CASE	15.75	
11	CHEESE, MOZARELLA BLOCK/6#	BLOCK	2.59 #	
12	CHICKEN CUTLETS, ITALIAN STYLE/4.7 OZ/34/CS	CASE	36.85 @	32/1.5 OZ.
13	CHICKEN DRUMSTICKS,FRESH,UNFROZEN (app 42# cs)	LBS	1.09 #	
14	CHICKEN WINGS, ROASTED 3-5# BAGS	CASE	No bid	
15	CORNED BEEF BRISKET, RAW	LBS	2.59 #	
16	CRANBERRY JUICE,DIET;4OZ;96EACH	CASE	No bid	
17	CRANBERRY JUICE/4 OZ/96	CASE	11.95 @	72/4 OZ.
18	CREAM CHEESE, IND/1 OZ/100 EACH	CASE	16.75	
19	CREAMERS, HALF & HALF/1 OZ/100/CS	CASE	12.65 @	400-3/8 OZ.
20	CROSSANTS, PLAIN/1 OZ/128 EACH	CASE	No bid	
21	DRESSING, MANDARIN ORANGE/4/1gal	CASE	58.85	
22	FISH, POTATO COD, ICELANTIC 40/4 OZ.	CASE	No bid	
23	FLOUNDER, UNBREADED/6 OZ/10# BOX	BOX	No bid	
24	FRUIT CUPS/MANDARIN ORANGE/4 OZ	CASE	No bid	
25	FRUIT CUPS/MIXED FRUIT/4 OZ	CASE	No bid	
26	FRUIT CUPS/PEACH/4 OZ	CASE	No bid	
27	FRUIT CUPS/PINEAPPLE/4 OZ	CASE	No bid	
28	FRUIT CUPS/TROPICAL FRUIT/4 OZ	CASE	No bid	

29	GARLIC BUTTER SAUCE, 3.2 OZ.	CASE	No bid	
	DESCRIPTION	QUANT	PRICE	
30	LEMON JUICE, 12 QTS.	CASE	13.50	
31	LEMONADE/IND/6 OZ/48 EACH/CASE	CASE	10.95	
32	LEMONS, FRESH, 140 CT.	CASE	31.00	
33	LETTUCE, ROMAINE 24/CS	CASE	36.75	
34	LO MEIN/#30 CAN	CAN	No bid	
35	MEDITERANEAN BURGER, 5.3 OZ.	CASE	No bid	
36	NUTS, UNSALTED, MIXED, 5# CONTAINER	CONT	No bid	
37	OKRA, CUT/FROZEN/12/2#	CASE	18.96	
38	OLIVES, BLACK-6#10	CASE	31.85	
39	ORANGE JUICE FOR MACHINE (BAG IN A BOX)	CASE	78.75	
40	ORANGE JUICE/MACHINE/3 GALLON/CASE	CASE	78.75	
41	PAPRIKA, SPANISH	1#	2.85	
42	PASTA, PENNE, 20# BOXES	CASE	15.95 @	20/1# BOXES
43	PEACHES, SLICED, LITE 100/CS	CASE	No bid	
44	PEARS, BARTLETT, FRESH	CASE	No bid	
45	PLUMS, PURPLE, FRESH 60/CS	CASE	No bid	
46	PORK CHOPS/BONELESS	#	No bid	
47	PORK LOIN	LBS	2.49#	
48	PORK, DICED/10# PKG	PKG	28.90	
49	POTATOES, RED, WEDGES	CASE	No bid	
50	SOUP, CHICKEN NOODLE 12/cs, #5 cans	CASE	32.85	
51	SOUP, CREAM OF CHICKEN 12/cs, #5 cans	CASE	34.25	
52	SOUP, MINESTRONE/#5 CANS/12/cs	CASE	35.75	
53	SOUP, NEW ENGLAND CLAM CHOWDER/#5 CANS/12/cs	CASE	43.85	
54	SOUP, ONION MIX/6/21oz/case	CASE	68.75	
55	SOUP, TOMATO, #5 CANS/12/cs	CASE	27.25	
56	SOUR CREAM/CONTAINER	5#	6.40	
57	SPARERIBS WITH BONE/approx.30#/BOX	BOX	2.29#	
58	SWEDISH MEATBALLS/1 OZ./10# BOX	BOX	No bid	
	DESCRIPTION	QUANT	PRICE	

59	SWEET & SOUR SAUCE/6-64 OZ/CASE	CASE	47.85	
	DESCRIPTION			
60	SYRUP, DIET, 12 OZ./12 cs	CASE	18.85	
61	TERIYAKI SAUCE, GAL.	CASE	43.85	
62	THREE BEAN SALAD, #10 CANS	CASE	27.85	
63	TILAPIA FISH, UNBREADED	CASE	No bid	
64	TOMATOES, REGULAR SIZE, FRESH/25#/CASE	CASE	28.95	
65	TUNA, WHITE, SOLID, IN WATER, #10 CANS	CASE	79.75	
66	VEAL CUTLETS, UNBREADED, 4 OZ.	CASE	No bid	
67	VEGETABLES, TUSCAN BLEND - 12-2#/CASE	CASE	38.25	
68	WATER, BOTTLED, 11 OZ.	CASE	No bid	
69	WATER, BOTTLED, 16 OZ./24/CS	CASE	5.95 + dep.	
70	LETTUCE, ICEBERG	CASE	37.00	

02.07.12
120098

ADOPTED

TOWN OF RIVERHEAD

Resolution # 98

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR FERTILIZER & LAWN CHEMICALS FOR THE TOWN OF RIVERHEAD

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for FERTILIZER & LAWN CHEMICALS FOR THE TOWN OF RIVERHEAD and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the FEBRUARY 16TH,2012 issue of the News Review and;

NOW THEREFORE BE IT RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the 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 ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed bids for the purchase of FERTILIZER & LAWN CHEMICALS for the use in the Town of Riverhead, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:05 am on FEBRUARY 24, 2012 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on FEBRUARY 16, 2012 on the Town of Riverhead website at www.riverheadli.com, click on bid requests or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked FERTILIZER & LAWN CHEMICALS 2012. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

The Town board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

BY ORDER OF THE TOWN BOARD

OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

02.07.12
120099

ADOPTED

TOWN OF RIVERHEAD

Resolution # 99

AUTHORIZATION TO PUBLISH AND POST ADVERTISEMENT FOR PROPANE FOR THE TOWN OF RIVERHEAD

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the FEBRUARY 16, 2012 issue of the News Review and;

NOW THEREFORE BE IT RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for the purchase of **PROPANE** for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on FEBRUARY 24, 2012.**

Bid packets, including Specifications, may be obtained on our website at www.riverheadli.com Or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

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

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR PROPANE 2012.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

02.07.12
120100

ADOPTED

TOWN OF RIVERHEAD

Resolution # 100

AUTHORIZATION TO PUBLISH AND POST ADVERTISEMENT FOR WORK CLOTHES FOR THE TOWN OF RIVERHEAD

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the FEBRUARY 16TH,2011 issue of the News Review and;

NOW THEREFORE BE IT RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed bids for the purchase of WORK CLOTHES for the use in the Town of Riverhead, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:05 am on FEBRUARY 24, 2012 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on FEBRUARY 16, 2012 on the Town of Riverhead website at www.riverheadli.com, click on bid requests or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked WORK CLOTHES 2012. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

The Town board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

BY ORDER OF THE TOWN BOARD

OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

02.07.12
120101

ADOPTED

TOWN OF RIVERHEAD

Resolution # 101

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

NOW THEREFORE BE IT RESOLVED, that effective February 10th,2012, this Town Board hereby appoints Patrick O'Neill to the position of Call-in Park Attendant II, Level 1, to be paid the rate of $9.75 per hour and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Rec. Jim Park Att 2 O'Neill

02.07.12
120102

ADOPTED

TOWN OF RIVERHEAD

Resolution # 102

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

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

NOW THEREFORE BE IT RESOLVED, that effective February 10th,2012, this Town Board hereby appoints Patrick O'Neill to the position of Call-in Park Attendant III, Level 1, to be paid the rate of $10.75 per hour and

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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

Rec. Jim Park Att 3 O'Neill

02.07.12
120103

ADOPTED

TOWN OF RIVERHEAD

Resolution # 103

AUTHORIZES SEWER DISTRICT EMPLOYEE TO ATTEND COURSE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, SUNY Morrisville is sponsoring Wastewater Treatment Operators Certification Courses having a specific course entitled, "Basic Laboratory Procedures" to be held on June 4, 2012 through June 8, 2012; and

WHEREAS, it is the desire of Michael Reichel, Sewer District Superintendent, that a Sewer District employee attend such course.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes a Sewer District employee to attend the aforementioned course to be held at SUNY Morrisville on June 4, 2012 through June 8, 2012; and be it

RESOLVED, that all related, receipted, expenses incurred by the Sewer District Employee, not to exceed a total cost of $1,300.00 ($550.00 – course fee, $375.00 – lodging and $375.00 – meals and expenses) shall be reimbursed upon his return; 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120104

ADOPTED

TOWN OF RIVERHEAD

Resolution # 104

AUTHORIZES SEWER DISTRICT EMPLOYEE TO ATTEND COURSE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, SUNY Morrisville is sponsoring Wastewater Treatment Operators Certification Courses having a specific course entitled, "Basic Operations of Wastewater Treatment Plants" to be held on May 14, 2012 through May 25, 2012; and

WHEREAS, it is the desire of Michael Reichel, Sewer District Superintendent, that a Sewer District employee attend such course.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes a Sewer District employee to attend the aforementioned course to be held at SUNY Morrisville on May 14, 2012 through May 25, 2012; and be it

RESOLVED, that all related, receipted, expenses incurred by the Sewer District Employee, not to exceed a total cost of $2,775.00 ($975.00 – course fee, $900.00 – lodging and $900.00 – meals and expenses) shall be reimbursed upon his return; 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

G:\020712\104 SWR Attend Sewer Course May 2012.doc

02.07.12
120105

ADOPTED

TOWN OF RIVERHEAD

Resolution # 105

AUTHORIZES ADVISEMENT TO EFC RE: GRANT APPLICATION

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, by resolution #850 adopted November 16, 2010, the Town Board did authorize the Town Supervisor to make grant application to Environmental Facilities Corp. ("EFC") for wind turbine project at property of Riverhead Sewer District, and

WHEREAS, upon due consideration, the Town Board has determined it is not currently in the best interest of the Riverhead Sewer District to pursue the construction and ownership of the turbine device as proposed.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Town Supervisor to advise EFC that the Town of Riverhead will not proceed with the project or prosecute further the grant application at this time, 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120106

ADOPTED

TOWN OF RIVERHEAD

Resolution # 106

ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE
(§101-3. Stop and yield intersections; railroad crossings; parking fields.)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 27th day of December, 2011 at 2:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE OF ADOPTION

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on February 7, 2012.

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

Chapter 101
VEHICLES AND TRAFFIC
ARTICLE III
Traffic Regulations

§ 101-3. Stop and yield intersections; railroad crossings; parking fields.

A. Stop intersections. The following intersections are designated as stop intersections, and stop signs shall be erected at such intersections as follows:

Intersection	Stop Sign On	Entrance From
Sound Avenue	Sandpiper Drive	North
Plover Court	Sandpiper Drive	West
Sandpiper Drive	Kingfish Court	West
Sandpiper Drive	Pheasant Court	East
Sandpiper Drive	Wigeon Court	West
Sandpiper Drive	Mystic Court	East
Sandpiper Drive	Pintail Court	West
Sandpiper Drive	Mallard Court	East

- Underline represents addition(s)

Dated: Riverhead, New York
February 7, 2012

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

02.07.12
120107

ADOPTED

TOWN OF RIVERHEAD

Resolution # 107

AMENDS RESOLUTION #39 OF 2012
(AUTHORIZES ATTENDANCE AT THE 2012 TRAINING SCHOOL AND ANNUAL MEETING HELD BY THE ASSOCIATION OF TOWNS)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Resolution #39, adopted by the Riverhead Town Board on January 4, 2012, authorized the attendance of Town employees/elected officials to attend the 2012 Training School and Annual Meeting held by the Association of Towns in New York City on Sunday, February 19th through Wednesday, February 22nd, 2012; and

WHEREAS, Robert F. Kozakiewicz, Town Attorney, William M. Duffy, Deputy Town Attorney and Daniel P. McCormick, Deputy Town Attorney has expressed a desire to attend said event.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the attendance of Robert F. Kozakiewicz, Town Attorney, William M. Duffy, Deputy Town Attorney and Daniel P. McCormick, Deputy Town Attorney at the aforementioned event; and be it further

RESOLVED, that all other terms and conditions of Resolution #39 shall remain in full force and effect; 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

G:\020712\107 - TA amendAssoc ofTowns res.doc

02.07.12
120108

ADOPTED

TOWN OF RIVERHEAD

Resolution # 108

AUTHORIZES THE RETENTION OF THE LAW FIRM OF CAMPOLO, MIDDLETON & McCORMICK, LLP

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Office of the Town Attorney, has requested that the Town Board, authorize the retention of Campolo, Middleton & McCormick, LLP to institute, defend or appear in action entitled Mack Butler v. County of Suffolk, et. al., Court Action No. 11-cv-3470; and

WHEREAS, to avoid a default, the Law Firm of Campolo, Middleton & McCormick, LLP has filed an answer on behalf of Riverhead Police Officer McDermott in this action.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead be and hereby authorizes the retention of Campolo, Middleton & McCormick, LLP, nunc pro tunc, to institute, defend or appear in that action entitled Mack Butler v. County of Suffolk, et. al. Court Action No. 11-cv-3470 as in its judgment may be necessary for the benefit or protection of the town in any of its rights of property; and be it further

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

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Law Firm of Campolo, Middleton & McCormick, LLP; 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 ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120109

TABLED

TOWN OF RIVERHEAD

Resolution # 109

AUTHORIZES THE EXECUTION OF AN AGREEMENT WITH CYBERTRUST, INC. (VERIZON) FOR MANAGED SECURITY SERVICES

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Cybertrust, Inc. (Verizon) has provided managed security services to the Town of Riverhead (Town) for firewall management; and

WHEREAS, the agreement with Verizon will expire on February 29, 2012; and

WHEREAS, Verizon is approved as a New York State vendor for said services and desires to continue providing managed security services at the same monthly sum; and

WHEREAS, Verizon has offered to provide managed security services for thirty-six (36) months to the Town; and

WHEREAS, the Town wishes to agree to enter an Agreement also designated as a Statement of Work (SOW) for such purposes.

NOW THEREFORE, BE IT RESOLVED, that the Town Board be and hereby, authorizes Supervisor Sean Walter to execute the attached SOW with Verizon for managed security services; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Office of the Town Attorney, the IT Department and the Town Financial Administrator.

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒
Thereupon Duly Declared TABLED

z\ta\authorize agreement\SOW Cybertrust (Verizon)

TABLED

Routing Code: 8

STATEMENT OF WORK NO. 1-20101221

Verizon Business Network Services Inc. **22001 Loudoun County Parkway** **Ashburn, VA 20147**	**Town of Riverhead** 1295 Pulaski Street Riverhead, NY 11901
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This Statement of Work No 1-20101221 ("SOW") is being entered into by and between **Cybertrust, Inc.** ("Verizon"), and **Town of Riverhead** ("Customer"), and is being issued pursuant to the RFP #S960275-E.1 , GROUP 73012: Computer IT Services, and under the terms of the Standard Clauses for NYS Contracts (the "Agreement"). To the extent there is any conflict between this SOW and the RFP or Agreement, the order of precedence should be as defined in the Agreement.

1. Description of Services

1.1 Verizon will provide the following services ("Services"):

Managed Security Services - Premium

1.2 Scope of Work.

Verizon will provide 24/7 Proactive Monitoring and Management of Customer Firewall for thirty-six (36) months which includes Verizon's Online Guardian Portal.

2. **Terms and Conditions.**

2.1 Customer warrants and represents that Customer has the right to allow Verizon to perform the Services described in this SOW.

2.2 **Service Provider.** The products and services under this services attachment (referred to herein as "Service Attachment") are provided by Cybertrust, Inc. (referred to herein as "Verizon") except as otherwise explicitly noted.

2.3 **Services.** The provision of MSS to each of the types of applications listed in Section 1.2 above is a separate "MSS Service." MSS is provided for the number of Serviced Devices for which Customer has ordered service. The two related devices in High Availability service are counted as one Serviced Device. A monthly recurring charge applies per MSS Service and per Serviced Device. Due to the inherent evolutionary nature of technology, Verizon reserves the right to change, modify, update or enhance MSS from time to time ("Service Update") and will notify the Customer's contact shown in the Service Context (via facsimile or electronic mail) upon publishing new terms. Such new terms shall become effective upon the date specified in Verizon's notice but no sooner than the 90th day following notice. Unless the Customer elects to terminate MSS under the terms of the Agreement and provides written notice to that effect to Verizon within 30 days following receipt of Verizon's change notification, the new terms will be deemed accepted and will apply.

2.4 **Excluded Services.** The parties acknowledge that Verizon has no obligation to provide MSS for any Serviced Device that: (i) has been subjected to unusual physical or electrical stress,

misuse, negligence or accident; (ii) has been modified, merged, relocated, repaired, serviced or otherwise attended to by a party other than Verizon or without Verizon's prior written consent; (iii) that is "end-of-life" or which runs a version of operating system and/or application software that is no longer supported or maintained by the relevant manufacturer or licensor; or (iv) has not been properly registered and/or for which required permits or approvals are not or no longer maintained.

2.5 **Additional Services.** Customer may request Verizon to provide services in addition to MSS ("Additional Services"). Such Additional Services may include installation, configuration, training, consulting and other professional services. The provisioning of such Additional Services will be subject to a separate quotation by Verizon and with terms set out in a separate service attachment.

2.6 **Customer Responsibilities.**

2.6.1 The Customer shall (i) at its own expense, procure and maintain adequate maintenance contracts and all licenses necessary for the Serviced Devices to enable Verizon to properly perform MSS; (ii) comply with MSS prerequisites and operational procedures as set forth in the then current terms; and (iii) promptly inform Verizon of any changes effectuated in the Customer's network and/or Information Technology infrastructure ("Customer Environment") and any changes to the nomination and/or authorization level of the individuals Customer has authorized to oversee, monitor or evaluate the provision of MSS.

2.6.2 The Customer acknowledges that modifications or changes to the Serviced Devices (such as future releases to the Serviced Device's operating software) or to the Customer Environment may cause interoperability problems or malfunctions in a Serviced Device and/or the Customer Environment. The Customer acknowledges that it is Customer's responsibility to maintain, at its sole cost and expense, the Customer Environment to ensure that the Customer Environment is interoperable with each Serviced Device. The Customer further acknowledges that it is the Customer's responsibility, at its sole cost and expense, to maintain and ensure the full and proper functionality of each Serviced Device.

2.6.3 **Invoicing and Orders.** Unless expressly indicated otherwise all NRCs will be invoiced upon Order Confirmation Date and the initial monthly recurring charges will be invoiced upon RFS or 3 months after Order Confirmation Date (as those terms are defined below), whichever is sooner, and monthly thereafter.

2.6.3.1 Customer acknowledges and accepts that, for some services, such as Service Tickets, a minimum order quantity may apply. Customer shall be advised if a minimum order quantity applies in advance of Customer's order. Customer accepts that, unless explicitly agreed otherwise in writing, any unused portion of such minimum quantity shall be deemed forfeited upon termination or expiration of the related MSS Service and Customer shall not be entitled to receive any refund, credit or other form of reimbursement of fees paid in respect of such unused portion.

2.6.3.2 If Customer elects to terminate MSS Service for any Serviced Device and after that MSS Service has ended, requests Verizon to renew such service to that device, Verizon may require payment of the then applicable service initiation fees to re-establish service (e.g., set-up NRCs).

2.6.4 **Service Equipment.** If Verizon-owned equipment and software ("Service Equipment") is provided to Customer for use in connection with MSS, Customer shall be liable for any and all loss or damage to the Service Equipment, excluding damage attributable to

normal wear and tear, in Customer's possession or under its control, unless such loss or damage is attributable to a negligent act or omission of Verizon. Customer shall notify Verizon immediately of any loss or damage attributable to a negligent act or omission of Verizon. Customer agrees to (i) house the Service Equipment in a safe and serviceable environment and in accordance with reasonable instructions by Verizon as may be given from time to time; and (ii) permit Verizon or an authorized representative of Verizon to modify, relocate, repair, inspect or test the Service Equipment at all times subject to compliance with any reasonable security and safety procedures in force at the location where the Service Equipment is located or housed by or on behalf of Customer.

2.6.4.1 Verizon has the right to revoke the use of the Service Equipment at any time. Upon Verizon's revocation of Service Equipment use, or termination or expiration of MSS for which the Service Equipment has been provided, the Customer shall immediately cease all further use of the Service Equipment and return to Verizon the Service Equipment in the same condition as such Service Equipment was received, excluding normal wear and tear, in the original or equivalent packaging materials. In such event, freight and insurance shall be prepaid by Customer and Customer shall bear all of the costs and expenses attributable to returning the Service Equipment to Verizon. If Customer fails to return the Service Equipment within 14 calendar days following termination or expiration of the applicable MSS Services, Customer shall be invoiced for the purchase or license of the Service Equipment at greater of: (i) 140% of Verizon's then current net book value of the Service Equipment, or (ii) the costs and expenses of any new and equivalent replacement equipment procured by Verizon.

2.6.4.2 Customer shall use the Service Equipment for internal purposes only as further defined in this Service Attachment. Customer shall not distribute, reproduce, or sublicense the Service Equipment. Customer shall not reverse engineer, decompile, or disassemble or otherwise attempt to discover source code of the Service Equipment.

2.6.4.3 In certain countries, to be determined at the time of order, Customer must provide certain equipment (e.g. Local Event Collectors and Connection Kits, along with related devices such as terminal servers and modems) to Verizon's specifications and Verizon will configure and access such equipment remotely. Verizon will not take title to such equipment in that case.

2.6.5 **User Interface.** In connection with the provision of MSS, Customer may be provided with one or more user IDs, account numbers, personal identification numbers or codes, passwords, digital certificates or such other means of authentication ("Login") to access a web-based portal, dashboard, or other form of user interface ("User Interface"). The User Interface and Login may be used for accessing on-line services, authorizing instructions and requests using MSS and/or ordering additional services or Service Tickets. Customer shall at all times keep its Login strictly confidential and shall take all reasonable precautions to prevent unauthorized use, misuse or compromise of its Login. Customer agrees to notify Verizon promptly upon learning of any actual or threatened unauthorized use, misuse, or compromise of its Login. Verizon is entitled to rely on Customer's Login as conclusive evidence of identity and authority. Customer shall be liable for all activities and charges incurred through the use of Customer's Login, and will indemnify, defend and hold Verizon harmless from all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred by Verizon to the extent resulting from the use and/or compromise of Customer's Login, unless the unauthorized use, misuse or compromise of

Customer's Login is solely attributable to a Verizon's gross negligence or willful misconduct.

2.6.6 **Customer Information.** Customer is responsible for, and Verizon may rely upon, the accuracy, timeliness and completeness of all data, reports and other information Customer supplies. Customer will make available to Verizon its computer programs, data and documentation required by Verizon to perform MSS. Customer shall obtain all governmental approvals, licenses, and permits necessary for completion of MSS, if any. Customer shall prepare any installation site in accordance with Verizon's instructions to ensure that any equipment that interfaces with Customer's computer system operates in accordance with the manufacturer's specifications. If Customer fails to make any preparations required by this Service Attachment and this failure causes Verizon to incur costs during the implementation or provision of MSS, then Customer agrees to reimburse Verizon promptly for these costs.

2.7 **Warranties.**

2.7.1 Verizon warrants to Customer that it will perform its obligations in a good and workmanlike manner. The remedies set forth in the service level agreement ("SLA") portion of this Service Attachment are Customer's sole and exclusive remedies in connection with MSS, including without limitation failure to meet any standard set forth in the SLA.

2.7.2 For any third party products or services, Customer shall receive only the warranties offered by such third party to the extent Verizon may pass through such warranties to Customer.

2.7.3 Customer represents and warrants that (i) it has and will continue to have all rights, power, permissions and authority necessary to have Verizon perform MSS in the Customer Environment (including, without limitation, all rights, power, permissions and authority necessary in respect of any IP address assigned to a Serviced Device); and (ii) it will use MSS for lawful purposes only. Customer agrees to indemnify, defend and hold a Verizon Indemnified Party, as defined below, harmless from any loss, damage (including reasonable attorneys' fees) and liability of any kind that may be incurred as a result of Customer's breach of the foregoing warranty.

2.8 **Limitation of Liability.**

2.8.1 The parties agree that Verizon will not be liable for any damages caused by hardware, software, other products or services furnished by parties other than Verizon, its agents or subcontractors, or any damages caused by the products and/or services delivered by or on behalf of Verizon which have been modified, serviced or otherwise attended to by parties other than Verizon or without Verizon's prior written and express consent. Customer acknowledges that Verizon shall not be liable for any damages resulting, directly or indirectly, from any act or failure to act by Customer or any third party (including, without limitation, the non-performance, defaults, omissions or negligence of any third party that provides telecommunications services in the country or countries in which Customer's premises or systems are situated and such other countries from, across, to or in respect of which MSS is provided by or on behalf of Verizon).

2.8.2 IN NO EVENT MAY EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM OR ACTION RELATING TO OR ARISING OUT OF THIS SERVICE ATTACHMENT, REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, PRODUCTS LIABILITY OR STRICT LIABILITY) EXCEED THE SERVICE FEES PAID TO CYBERTRUST BY CUSTOMER FOR THE SERVICE GIVING RISE TO SUCH CLAIM OR ACTION DURING THE SERVICE PERIOD IN

WHICH SUCH SERVICE WAS PROVIDED. The foregoing does not limit Customer's payment obligations under this Agreement.

2.8.3 WITH REGARD TO SERVICES WHICH PROVIDE INFORMATION SHARING AND/OR INDUSTRY ALERTS, CYBERTRUST DISCLAIMS ANY LIABILITY TO CUSTOMER, AND CUSTOMER ASSUMES THE ENTIRE RISK FOR (A) INFORMATION FROM THIRD PARTIES PROVIDED TO CUSTOMER WHICH TO THE BEST OF CYBERTRUST'S INFORMATION, KNOWLEDGE AND BELIEF DID NOT CONTAIN FALSE, MISLEADING, INACCURATE OR INFRINGING INFORMATION; (B) CUSTOMER'S ACTIONS OR FAILURE TO ACT IN RELIANCE ON ANY INFORMATION FURNISHED AS PART OF MSS; AND/ OR (C) THE USE OF ANY THIRD PARTY LINKS, PATCHES, UPDATES, UPGRADES, ENHANCEMENTS, NEW RELEASES, NEW VERSIONS OR ANY OTHER REMEDY SUGGESTED BY ANY THIRD PARTY AS PART OF MSS.

2.9 **Term and Termination.**

2.9.1 This Service Attachment shall become effective upon the Effective Date of the Agreement and shall continue in force for a period of thirty-six (36) consecutive months.

2.9.2 Order Confirmation. Verizon will confirm Customer's order via email and the date of this email is the "Order Confirmation Date". The Order Confirmation will confirm the MSS service(s) requested.

2.9.3 Ready For Service ("RFS") Date. Ready for Service ("RFS") is the date on which Verizon begins providing an MSS Service on a Serviced Device. Customer will receive an RFS notification as each MSS Service becomes active.

2.9.4 MSS Services ordered under this Service Attachment, and associated payment obligations, will continue until terminated by either party. Either party may terminate service, or MSS Service on any Serviced Device, with or without cause, effective 60 days after written notice of termination is given to the other party. Customer will pay any amounts accrued for MSS through the termination date. Customer may cancel a request for MSS Service for any Serviced Device prior to RFS with or without cause, effective 30 days after written notice of cancellation.

2.10 **Assumption of Risk.**

2.10.1 Customer acknowledges and agrees that the price being charged by Verizon for MSS does not include any risk contingency or other assumption of risk, beyond the cost of performance. Verizon is not assuming responsibility for any losses that may occur as a result of the failure to identify all possible threats or vulnerabilities and Verizon is not acting in the capacity or taking on the responsibility of an insurer and is not charging a price that would allow it to do so. It is the responsibility of Customer, as Customer deems fit, to obtain adequate insurance, covering damages to Customer or third parties.

2.10.2 The parties acknowledge and agree that temporary disruption, degraded performance or unavailability of all or portion of the Customer's systems or infrastructure may occur in some circumstances as a result of the provision of MSS. Customer agrees to notify appropriate personnel within its organization and any third party Customer deems relevant prior to authorizing any Maintenance Window or change request. Notwithstanding anything contained in this Service Attachment to the contrary, Customer assumes all risk for adverse consequences resulting from or associated with (a) the maintenance performed by Verizon in connection with MSS or change requests, and (b) the timeframe Customer elects or authorizes Verizon to perform such maintenance services or change requests.

2.10.3 Customer understands that to the extent Customer requests services involving the use of network scanning technology, such activities have substantial inherent risks, including, but not limited to, the loss, disruption, or performance degradation of the Customer's or a third party's business processes, telecommunications, computer products, utilities, or data (the "Scanning Risks"). Customer acknowledges that it understands and accepts the Scanning Risks. Customer specifically authorizes Verizon to perform the portion of MSS that require the use of network scanning technology. Verizon shall take reasonable steps to mitigate these Scanning Risks; however, Customer understands that these Scanning Risks are inherent in the provision of certain computer security services and the use of certain computer security products and cannot be eliminated. Customer agrees to indemnify, defend and hold harmless Verizon and its affiliates, officers, agents, successors or assigns (each, a "Verizon Indemnified Party") from and against any and all loss, damages, liabilities, costs and expenses (including legal expenses and the expenses of other professionals) incurred by Verizon, resulting directly or indirectly from any claim attributable to or arising out of Verizon's use of network scanning technology (each, a "Scanning Claim"), including, without limitation, the use by Verizon of network scanning technology to analyze assets that are not controlled directly by Customer, including, without limitation, servers hosted by third parties. The obligation of Customer to indemnify, defend and hold a Verizon Indemnified Party harmless in connection with a Scanning Claim shall not apply if Verizon's gross negligence or willful misconduct gave rise to such Scanning Claim.

2.11 **Intellectual Property Rights: Ownership.** Each party agrees that except as provided below, it acquires no right, title or interest in or to the other party's information, data base rights, data, tools, processes or methods, or any copyrights, trademarks, service marks, trade secrets, patents or any other intellectual or intangible property or property rights of the other party by virtue of the provision of MSS or materials delivered pursuant to this Service Attachment. Customer retains all right title and interest in and to the underlying factual data gathered through the provision of MSS. Verizon owns all right title and interest in and to Verizon's trade secrets, confidential information or other proprietary rights in any creative or proprietary ideas, information or other material used by Verizon or presented to Customer (each, a "Technical Element"), including, but not limited to: data, software, modules, components, designs, utilities, databases, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, report formats, manner of data expression and specifications. Verizon grants Customer a nonexclusive, royalty-free license to use each Technical Element integrated into any deliverable solely for Customer's internal business purposes. Customer may disclose a Technical Element integrated into a deliverable to a third party as long as such third party is subject to a written nondisclosure agreement, requiring such third party to maintain the confidentiality of such Technical Element and use such Technical Element only for the benefit of Customer. Notwithstanding anything contained in this Service Attachment to the contrary, Customer is prohibited from creating derivative works of all or any portion of a Technical Element. Each deliverable Verizon creates uniquely for Customer's sole use (each, a "Custom Material") in accordance with this Service Attachment shall not constitute a Technical Element. Each Custom Material shall be deemed a "Work Made For Hire" under the Copyright Act of 1976.

2.12 **Certification Seals;** Verizon Materials. If, under the terms of this Service Attachment, Customer is granted the right to use any Verizon certification seals or logos (each, a "Certification Seals"), then the display and presentation of such Certification Seal by Customer are subject to Verizon's then-current logo guidelines. If in connection with the provision of MSS Verizon installs or provides any hardware or software owned by Verizon ("Verizon Materials"), then Customer shall use the Verizon Materials for internal purposes only as further defined in this Service Attachment. Customer shall not distribute, reproduce, or sublicense the Verizon Materials. Customer shall not reverse engineer, decompile, or disassemble or otherwise

attempt to discover source code of the Verizon Materials. Verizon has the right to revoke the use of the Verizon Materials at any time. In such event, Customer shall, at its sole cost and expense, promptly return the Verizon Materials to Verizon. Customer's right to use the Verizon Materials automatically terminates upon termination of this Service Attachment or upon completion of the portion of MSS for which the Verizon Materials are provided.

2.13 **Confidential information.**

2.13.1 **Methods; Systems; Reports.** Customer acknowledges that the following information constitutes "Confidential Information" under the Agreement: (a) the methods, systems, data and materials used or provided by Verizon in connection with the provision of MSS; and (b) the results of Verizon's assessment of Customer and all reports issued by Verizon in connection with such results. The term "Confidential Information" does not include information that is (y) expressly excluded from the definition of "Confidential Information" under the Agreement; or (z) comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify Customer or Customer's computer network or computer systems.

2.13.2 **Permitted Use.** Verizon has the right to disclose Customer's Confidential Information to a "Qualified Consultant." For purposes of this Service Attachment, "Qualified Consultant" means a consultant who (a) is engaged by Verizon to assist Verizon in connection with the provision of MSS, (b) agrees in writing to use Customer's Confidential Information only in connection with the provision of MSS, and (c) agrees in writing to be bound by substantially the same terms and conditions contained in the Agreement regarding the use, disclosure and the protection from disclosure of Customer's Confidential Information.

2.14 **General Provisions.**

2.14.1 **Force Majeure.** With the exception of Customer's obligation to make payments properly due to Verizon, neither party may be deemed in default or otherwise liable under this Service Attachment due to its inability to perform its obligations by reason of fire, earthquake, flood, labor disruption or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond such party's control.

2.14.2 **Independent Contractors.** The parties to this Service Attachment are independent contractors and this Service Attachment does not establish any relationship of partnership, joint venture, employment, franchise or agency between Verizon and Customer.

2.14.3 **No Third Party Beneficiaries.** Except as expressly set forth herein, nothing in this Service Attachment, express or implied, may be construed to confer any rights, legal or equitable, in any person or entity other than the parties hereto and their respective successors and permitted assigns.

2.14.4 **Definitions and Acronyms.** Capitalized terms not defined herein have the meaning described in the Agreement.

Defined Term / Acronym	Definition
24x7	A continuous service, 24 hours a day, 7 days a week, 365 (366) days a year, independent of time zones and local or international public holidays.
Applicable Rates	Applicable Rates are the rates that apply for professional services work not included in this agreement. Work at Applicable Rates is subject to the creation and execution of a separate statement of work outlining the activities and the applicable rates for executing these activities.
Authorized Users	Customer personnel authorized by the Customer to access the Security Dashboard
Business Days	Monday through Friday, excluding Christmas and New Year's Day, from 00:00 UTC to 24:00 UTC.
Certificate	A digital certificate is compliant with x.509v3, RFC 2459, RFC 3280, and RFC 3039. It will include: • A public key • The identity or unique pseudonym of the certificate subscriber who owns and holds the private key matching the listed public key • The Issuer's identity • A start date and expiration date • A reference to the governing policy of the Issuer
Change Request	A request from the Customer, or from Verizon for a change to the SEAM policy, the Rule Set, the configuration, the Service Context, or a request for a Security Upgrade.
Connection Kit	Equipment at Customer's designated premises used to set up secured monitoring or management connections between the Serviced Device(s) and one or more SMCs.
Correlation	Comparing data from multiple sources to find patterns and relationships that may point to attacks and abuse.
Event	A data record produced by a Serviced Device when it detects a Threat. Such a record may be an SNMP trap, a device-generated event, an entry in a log, or an xml event. An Event may also be called "alert".
Exploit	A method to use a Vulnerability to gain unauthorized access to functions, data, or privileges, generally with malicious intent. An exploit can include a script, virus, Trojan, or a worm. The exploit is mainly defined by the way it replicates and spreads. An attack is the use of an Exploit. A script refers to a document with steps to manually find and exploit vulnerabilities. A script is replicated by publishing it. A virus refers to malicious software attached to a medium (e.g. files, removable media, or documents). A virus replicates using this medium. A Trojan refers to malicious software embedded in applications. The Trojan will not replicate itself; it spreads with the application. A worm refers to a self-contained program (or set of programs) that spreads copies of itself to other computers. A worm can spread through network connections and e-mails in a matter of hours.
Incident	A single Event, or a series of Events, that may represent an intrusion attempt, a reconnaissance attempt or that otherwise require the attention of a security analyst. An Incident may also reflect an "attack".
Issuer	Issuing authority of Certificates. It is the legal entity that assumes the liability of the Certificates issued under its Certificate Policy ("CP"), and that carries out, authorizes, or delegates the obligations laid down in its Certification Practice Statement ("CPS").
Local Event Collector	Equipment at Customer's or Verizon's premises used to set up secured monitoring or management connections between the Serviced Devices and one or more SMCs.
Log Transport Agent	A Log Transport Agent is a third party or Verizon proprietary software component that runs on a Serviced Device to enable the transport of Event logs generated by that Serviced Device to the Local Event Collector and/or SMC. Like any agent software, a Log Transport Agent may impact available resources for performing tasks and functions.

Defined Term / Acronym	Definition
Maintenance Window	A time window agreed between the Customer and Verizon for Verizon's performance of certain maintenance or management services on Serviced Devices. During a Maintenance Window, the Serviced Devices and/or MSS may be temporarily disrupted or unavailable. Maintenance windows are limited to a maximum of 6 hrs.
NTE	Not To Exceed
Other Incident Ticket	A ticket for service related incidents logged with Verizon and created by the Customer or Verizon. Other Incident Tickets will consume Service Tickets, as outlined in this Service Attachment.
RFO	Ready For Operations - The date (following RFS) that Verizon sends RFO notice to Customer documenting agreement by Customer and Verizon that the Serviced Device and SEAM policy have been fine-tuned and the escalation parameters, Service Context and procedures have been set as mutually agreed. From this date, the SLA becomes effective. RFO is given per Serviced Device.
Refresh Rate	The rate at which information on the Security Dashboard is refreshed. The Refresh Rate varies dependent on the type of information and the Serviced Device to which the information relates as shown in this Service Attachment.
RFS	Ready For Service - The date on which Verizon starts providing a MSS Service on a Serviced Device. The RFS may vary for each MSS Service.
Rule Set	The security policy or rules used by a Serviced Device or by SEAM. The Rule Set may also be called "policy" when there is no confusion with corporate or other policies.
SEAM	State and Event Analysis Machine – Proprietary Software used by Verizon to process logs, alerts, and scan reports from Serviced Devices. Its functions include: • Normalization – converting entries in logs and individual alerts into generalized Events independent of the device and its brand or version. • Classification – giving Events a first classification, using Verizon proprietary Event Classification Policy Language, filtering out false positives or Events related to vulnerabilities absent in the targeted environment. • Correlation – reclassifying or combining Events into meaningful Incidents that will be handled by Verizon security analysts. • Pattern matching – recognizing patterns pointing to reconnaissance scans, infections, or attacks. • Statistics – calculating averages to discover trends and anomalies, and to allow comparisons. • Workflow management – recording the activities for an Incident. • Information management – managing the information needed to examine, evaluate, and classify Incidents. • User management – defining the views and authorization levels of users
Secure E-mail	An e-mail using, where possible and practicable for the Customer, a signature, encryption, and Certificates trusted by Verizon. This is based on S-MIME certificates. Customer is required to provide its public key to Verizon. If this is not possible or practicable for the Customer, Verizon will revert to using unencrypted e-mail communications.
Security Dashboard	A secured web portal for Customer authorized staff to access in connection with MSS. It is the main point of communication between the Customer and Verizon.
Security Upgrade	Changes to a software program to fix a security hole; generally released by the software manufacturer or editor. A Security Upgrade concerns small improvements to the software; security Upgrades generally do not contain substantial new features or functions. A Security Upgrade may also refer to a "patch", "bug fix", "service pack" or "update".

Defined Term / Acronym	Definition
Service Context	A set of documents, with version control, posted on the Security Dashboard, containing information about the Customer that Verizon uses for the provisioning of MSS to the Customer. The Service Context is setup during the service initiation phase and is maintained via the change management process. Customer can also add or update host information in the Service Context. The Service Context may include one or more of the following: Specification of Maintenance Windows Procedures, templates for escalation, notification, reporting, change control processes and authorization procedure Contact details and authorization for escalation, notification, and reporting Secure E-mail Certificates Roles and Responsibilities in the form of a RACI Matrix between Customer and Verizon for the different service components Details on maintenance and support contracts Network topologies and asset inventories of systems that can be reached through the security infrastructure
Serviced Device	An appliance, software feature on a physical device, system, software plug-in or application, at the Customer's or Customer's service provider's premises that is monitored and/or managed under MSS. Serviced Devices are shown in the Service Context section of the Security Dashboard. Typical examples of a Serviced Device are a router, a network intrusion detection probe, an anti-virus or content-screening plug-in on a proxy, a firewall running on a UTM (Unified Threat Management) or server, a virtual security component or a host intrusion detection management station. A Serviced Device can be deployed in the following configurations: • Primary: A device processing the day-to-day load. • High Availability: A redundant configuration of two devices (duplicate software and data); not necessarily co-located; activated manually or automatically when the primary device fails. Also sometimes referred to as an "Active-Passive" configuration. • Active-Active: A configuration of 2 devices in a load balancing setup with both devices passing network traffic. In case of failure of one device, the other device either manually or automatically takes over the device functions of the failed device. In this configuration, each device is treated as a separate Serviced Device under MSS, subject to a separate MRC. Note, however, that the rate for the optional Device Service Availability SLA quoted above covers both devices.
Service Ticket	A unit for charging certain usage-based services under MSS. A number of Service Tickets are included in each MSS service by default for each Serviced Device per 12-month period following the RFS. This number is specified in Rates and Charges, section 1.3, of this Service Attachment.
SMC	Security Management Center. A data center that hosts the systems for monitoring, managing, or supporting the Serviced Devices. The SMC includes: equipment to connect to the Local Event Collector, management stations, the SEAM engines, signing engines, Security Dashboard, and back-end systems such as back-up devices, file servers, and terminal servers. The SMC may include equipment owned by the Customer.
SMC Time Stamp	A time stamp, recorded by Verizon at the SMC, reported on the Security Dashboard and taken as reference for measuring the service levels. The SMC Time Stamp is recorded in UTC and synchronized worldwide using the Network Time Protocol ("NTP").
Subordinate Device	An appliance, system, network, or software at Customer or Customer's service provider's premises that depends on a Serviced Device but that is not managed or monitored by Verizon. A Subordinate Device can be a local repository or an agent (installed on a server or desktop) that gets its software, configuration and Rule Set updates from a management station being the Serviced Device, and that sends security events to that Serviced Device.

Defined Term / Acronym	Definition
Threat	A (suspected) use of an Exploit, or the (suspected) presence of a Vulnerability in the configuration, platform, or application code. A Threat can be an infection by a worm or virus, or it can be a targeted attack. Exploits can also be combined into Blended Threats, exploiting multiple security holes.
Threat Signature	Code used to recognize a Threat by its pattern. A Threat Signature may contain algorithms to detect dynamically changed malicious behavior, combat obfuscation, or impersonation.
Unsupported Device	A Serviced Device that is either (I) no longer supported or maintained by its manufacturer; or (ii) an appliance, system, network, or software that is not included in Verizon's portfolio of security products supported on the MSS platform. Certain limitations and conditions with respect to the availability of MSS apply for Unsupported Devices.
UTC	Coordinated Universal Time. Universal Time indication, standardized by the Bureau International des Poids et Mesures (BIPM) and defined in CCIR Recommendation 460-4. The UTC is the time indicated on atomic clocks. Verizon consults and uses it for its SMCs via the Internet protocol NTP. The UTC code uses the 24-hour clock. 4 pm (afternoon) is equal to 16:00 UTC. Depending on the daylight savings period, the UTC is 4 or 5 hours ahead of Eastern Standard Time ("EST"), and 1 or 2 hours behind Central European Time ("CET").
Vulnerability	A security hole; a defect that can be exploited to gain access to data, functions, or privileges violating the intended authorization. Vulnerabilities can range from defects in application or system software (e.g. bugs), in the user administration (e.g. non-protected user accounts), in the configuration (e.g. unintended network or file access), in the policy and Rule Set definition (e.g. unrestricted open ports or exposed IP-addresses), etc. The combination of all vulnerabilities of a given system or infrastructure is the exposure.
Work-around	An alternative function or method, often using a temporary patch or reconfiguration, to achieve a result equivalent to the original function or method.

3. **Specifications for Managed Security Service - Premium.** Managed Security Service -- Premium is available as a monitoring service or a monitoring and management service as described below.

3.1 **Service Matrix.** The following table lists which sections apply for each of the Serviced Devices/MSS Services combinations.

	Monitoring Services				Management Services			
	Device Availability & Health Monitoring	Threat Analysis	Security Incident Handling	Service & Security Incident Reporting	Device Maintenance (Management)	Device Health Management (Management)	Device Security Management (Management)	Service & Security Incident Reporting
Firewall	√	√	√	√	√	√	√	√
Network Switch	√	√	√	√	√	√	√	√
Router	√			√	√	√	√	√
Security Appliance	√	√	√	√	√	√	√	√
Network Intrusion Detection System ("NIDS")	√	√	√	√	√	√	√	√
Network Intrusion Prevention System	√	√	√	√	√	√	√	√
Wireless IDS		√	√	√	√		√	√
HIDS/HIPS on Servers – Full Escalation (1)		√	√	√	√		√	√
HIDS/HIPS on Servers – Threshold Escalation (2)		√		√	√		√	√
HIDS/HIPS on Clients		√		√	√		√	√
Application Level Firewall	√	√	√	√	√	√	√	√
Load Balancer	√	√	√	√	√	√	√	√
SSL VPN	√	√	√	√	√	√	√	√
Email Security Gateway	√	√	√	√	√	√	√	√
Proxy Server	√	√	√	√	√	√	√	√

	Monitoring Services				Management Services			
	Device Availability & Health Monitoring	Threat Analysis	Security Incident Handling	Service & Security Incident Reporting	Device Maintenance (Management)	Device Health Management (Management)	Device Security Management (Management)	Service & Security Incident Reporting
Content Screening	√	√	√	√	√	√	√	√
SEM/SIEM	√	√	√	√	√	√	√	√
Database Security Gateway	√	√	√	√	√	√	√	√
Database Monitoring Gateway	√	√	√	√	√	√	√	√
Network Admission Control	√	√	√	√	√	√	√	√
SEM/SIEM	√	√	√	√	√	√	√	√
FIPCM		√	√	√	√		√	√
Endpoint Security on Servers and Clients		√	√	√	√		√	√

(1) HIDS/HIPS – Full Escalation: This service is available for HIDS/HIPS agents residing on servers only. When a client orders this service, security events and incidents are created for each individual HIDS/HIPS agent. On-line and off-line reporting happens per HIDS/HIPS agent.
(2) HIDS/HIPS – Threshold Escalation: This service is available for HIDS/HIPS agents residing on servers or on clients (desktops/laptops). When a client orders this service, sensors with the same policy are grouped together. For each group, a number of customer-specific thresholds are defined. When a threshold is exceeded, an automated escalation is sent to the customer. On-line and off-line reporting happens per group.

3.2 Device Availability & Health Monitoring.

3.2.1 Availability Monitoring. Availability Monitoring provides the following.

3.2.1.1 Verizon monitors the availability of the Serviced Device 24x7 by sending a life signal (for example a "ping") once every life signal time-out period. This time-out period will be two (2) minutes, unless agreed otherwise with the Customer in the Service Context. During monitoring, Verizon can adapt the time-out period to minimize the number of false alerts.

3.2.1.2 If the Serviced Device does not respond to a given number of consecutive life signals, Verizon assumes it is unavailable. This number is three (3) out of five (5) consecutive life signals, unless Customer agrees otherwise in the Service Context.

3.2.1.3 When Verizon establishes that a Serviced Device is unavailable, it will contact Customer's contacts defined in the Service Context contacts according to the escalation parameters for the Availability Report

3.2.1.4 These are the contacts and escalation parameters for the Availability Report:

	Interaction	Reporting
Communication Channel	Phone and Secure-Email	Security Dashboard
Information Type	Availability Report	Statistics
Reference Time	SMC Time Stamp	SMC Time Stamp
Response Time	15 Minutes or Less	Refresh Rate
Contact Person	1° Primary incident contact 2° Secondary incident contact	Authorized Users
Escalation	1° Primary incident contact 2° Secondary incident contact	

3.2.1.6 Verizon is not responsible for the availability monitoring of the devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.2.2 **Health Monitoring.** Health Monitoring provides the following.

3.2.2.1 Verizon monitors the health of the Serviced Device 24x7 by measuring a number of health parameters once every ten (10) minutes unless it is otherwise agreed in the Service Context. Conditional upon the reporting capability of the Serviced Device, these health parameters are: CPU usage, Memory usage, Disk usage and Swap usage. Verizon requires access to the Serviced Device in a manner that allows measuring the health parameters reported on by the Serviced Device.

3.2.2.2 Verizon will set a health threshold for each of the health parameters reported on by the Serviced Device and will create a health incident if one or more thresholds are exceeded

3.2.2.3 When Verizon creates a health incident and if the health incident is indicative of a problem with the Serviced Device, it will contact the Customer contacts defined in the Service Context according to the escalation parameters for the Health Report

3.2.2.4 These are the contacts and escalation parameters for the Health Report:

	Interaction	Reporting
Communication Channel	Secure-Email	Security Dashboard
Information Type	Health Report	Statistics
Reference Time	SMC Time Stamp	SMC Time Stamp
Response Time	15 Minutes or Less	Refresh Rate
Contact Person	1° Primary incident contact 2° Secondary incident contact	Authorized Users
Escalation	1° Primary incident contact 2° Secondary incident contact	

3.2.2.5 If Verizon experiences performance problems with the Serviced Device it may recommend a hardware upgrade.

3.2.2.6 Verizon is not responsible for the health monitoring of the devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.3 **Threat Analysis.** The Threat Analysis is based on the logs, Events, and reports produced by a Serviced Device or received from devices serviced by that Serviced Device (i.e. the Subordinate Devices), as available. The results of the Threat Analysis are reported on the Security Dashboard in real-time or periodically (see section Service and Security Incident Reporting). They can also be used for escalating Threats and Incidents in real-time (see section Security Incident Handling).

3.3.1 **Event Collection.**

3.3.1.1 Verizon uses one or more devices including, without limitation, Local Event Collectors and Connection Kits, along with related devices (e.g. terminal servers and modems) (individually and collectively, "Event Collection and Management Equipment") to collect Events from the Serviced Devices and send Events to the SMC. Verizon and Customer will jointly agree upon the number of locations where Event Collection and Management Equipment is used.

3.3.1.2 For certain types of Serviced Devices, a Log Transport Agent must run on the Serviced Device to enable the transport of the Event logs generated by the Serviced Device to the Local Event Collector and/or SMC. The Customer is responsible to install and maintain the functioning of the Log Transport Agent, including updating the Log Transport Agent as per any reasonable instructions from time to time given by Verizon. Verizon will provide the Customer with a copy of the Log Transport Agent to be installed and install instructions or direct the Customer to a download/instruction page.

3.3.1.3 If agreed, Verizon will enable the Serviced Device to collect Events from the devices that it services (i.e. the Subordinate Devices). This service is available only for Managed SEM, HIDS/ HIPS and Application SEM/SIEM devices. Verizon is not responsible to manage the transport of Events from these Subordinate Devices.

3.3.2 **Event Analysis.**

3.3.2.1 Verizon analyzes, 24x7, the Events collected and produced by the Serviced Device. The analysis starts when the Events reach the SMC. All Events are labeled with a sequence number to identify them and to track their status.

3.3.2.2 Verizon filters and evaluates the severity of Events according to the latest Service Context and SEAM policy using the following Event classifications:

Event Classification	Level	Conditions
Insufficient Info	L0	Verizon has not enough information to assess the Event. Verizon will ask the Customer for additional details.
Harmful Attack	L1	(I) the Event comes from a device on the inside of the Internet perimeter, and, (ii) the Event points to an attack (attempt) that may result in damage or unauthorized access to a device or application, and, (iii) the cause of the Event renders the Customer's infrastructure vulnerable or compromised.
Harmless Attack	L2	(I) the Event comes from a device on the inside of the Internet perimeter, and, (ii) the Event points to a known attack (attempt), and, (iii) the Customer's infrastructure is not considered vulnerable or compromised based on the current Service Context.
False Positive	L4	The Event is falsely triggered by a device on the inside of the Internet perimeter. Such a false positive is caused by: • Poor detection code or signatures that do not discriminate well between normal and malicious activity for this Incident. • Devices that show characteristics similar to those of malicious activities.
Forensics	L3	The Event comes from a device on the outside of the Internet perimeter. It is only collected for future forensic analysis.
Off-line Analysis	L5 L9	These levels are used during the first phase of a deployment, or after major changes in the network (such as adding or removing a server or Serviced Device, moving a Serviced Device, changing security policies and Rule Sets, installing major signature updates or major software upgrades, implementing an Urgent Change Request, or, replacing a Serviced Device). These Events will only be logged without real time analysis.

3.3.2.3 Only Events that are part of a Harmful, Harmless or Insufficient Information Incident are visible on the Security Dashboard. For all other Events the Security Dashboard shows statistics on Events, not the individual Events. These are the parameters for reporting on the Security Dashboard.

	Reporting
Communication Channel	Security Dashboard
Information Type	Event statistics
Reference Time	SMC Time Stamp
Response Time	Refresh Rate
Contact Person	Authorized Users

3.3.3 **Incident Creation and Correlation.**

3.3.3.1 Verizon will correlate and aggregate related Events into Incidents.

- Events may appear harmless when they are seen in isolation. However, when they are combined with information from other Events or from information in the Service Context, a more harmful pattern may appear. Examples of Incidents that may be detected are port scanning, spoofing attempts, Exploits of configuration Vulnerabilities, penetration tests, multi-component, and blended worms.

- Events will be compared with the Service Context and the output from vulnerability scanning tools.

- Verizon may reclassify Events that were not classified as harmful, and include these in Incidents.

3.3.3.2 The ability to correlate and aggregate depends on the level of provided information on the systems that are monitored by the Serviced Device.

3.3.3.3 Verizon classifies Incidents into one of the following 4 categories:

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Incident Classification	Conditions
Insufficient Info	One or more of the associated Events were classified as Insufficient Info
Harmful Attack	(i) One or more associated Events come from a device on the inside of the Internet perimeter, and, (ii) The Incident is identified as an attack (attempt) that may result in damage or unauthorized access to a device or application, or as an e-mail attachment suspected to be infected by a virus, and, (iii) the cause of the Incident renders the Customer's infrastructure vulnerable or compromised.
Harmless Attack	(i) One or more associated Events come from a device on the inside of the Internet perimeter, and, (ii) The Incident is identified as a known attack (attempt) or reconnaissance effort, and, (iii) the Customer's infrastructure is not considered vulnerable or compromised based on the Service Context.
False Positive	The Incident is falsely triggered.

3.3.3.4 Individual Incidents, statistics on Incidents, and statistics on Events associated with Incidents are reported on the Security Dashboard. In addition, Incidents can be retrieved using a query panel on the Security Dashboard.

	Reporting
Communication Channel	Security Dashboard
Information Type	Incident
Reference Time	SMC Time Stamp
Response Time	Refresh Rate
Contact Person	Authorized Users

3.3.4 **State and Event Analysis Machine (SEAM) Policy Updates.**

3.3.4.1 Verizon publishes the SEAM policy on the Security Dashboard. It is defined in the SEAM Event Classification Policy Language ("ECPL").

3.3.4.2 The SEAM policy is managed solely by Verizon.

3.3.4.3 Verizon may change the SEAM policy:
(1) After an Insufficient Info Incident has been reclassified.
(2) If Verizon sees, or is notified of, a massive attack or a virus/worm outbreak with the risk of flooding, as that term is understood in the security industry.
(3) If Verizon notes flooding. Flooding may occur as a result of wiring changes, new subnets, or new applications with new protocols within Customer's infrastructure.
(4) If Verizon determines that changes to the Service Context may influence a Rule Set. Such changes may include (without limitation) adding, removing, or moving servers, adding new applications or web servers, or changing Rule Sets in nearby devices.

3.3.4.4 Verizon will inform Customer within 4 hours of any change to the SEAM policy

3.4 **Security Incident Handling.** This section deals with real-time escalation and active handling of Threats (Incident Response).

3.4.1 **Incident Handling.**

3.4.1.1 An Incident created during the Threat Analysis starts with status Open.

3.4.1.2 Verizon will change the status of the Incident during the handling of the Incident. Status changes will be communicated by Secure E-mail and displayed on the Security Dashboard. Each time a status is changed, a SMC Time Stamp is added. These are the possible statuses of an Incident:

Incident status	Conditions
Open	The Incident has been created by the SEAM engine or by Verizon. Verizon will further examine it.
Active	Verizon has started examining the Incident; the investigation is not yet finished.
Escalated	The Incident has been escalated because: It concerns a real Threat (a Harmful Attack Incident), or, Verizon needs extra information to classify it (an Insufficient Info Incident).
Closed	The Incident has been fully processed by Verizon. It does not require any further action; actions to mitigate, contain, or resolve the risks have been started.

3.4.1.3 Subsequent to the initial escalation of an Incident to the Customer, the Incident and/or its severity level may be changed by Verizon based on such

additional information as may become available or as the Customer may provide during the handling process.

3.4.2 **Incident Escalation.**

3.4.2.1 Verizon escalates Insufficient Info or Harmful Attack Incidents. Verizon does not escalate Harmless Attack or False Positive Incidents.

3.4.2.2 For Insufficient Info or Harmful Attack Incidents, Verizon examines (if it has enough information):

- The target of the Incident, and its characteristics
- If available, the packet dump of the Event
- If such an attack could be successful on the target and what the impact would be
- The best way to mitigate the attack

3.4.2.3 For Insufficient Info or Harmful Attack Incidents: when an Incident is created at the SMC, Verizon sends an Incident report to the Customer within the time defined in the Service Level Agreement section. An Incident Report contains:

- The identity of the affected Serviced Device and its location
- The timestamp in UTC of the Incident
- Source information, when the Incident does not represent a range of sources
- Destination information, when the Incident does not represent a range of destinations
- Threat Signature information; if applicable: Threat Signature ID, name and description
- Packet dump, if obtainable from the Serviced Device using the existing infrastructure

3.4.2.4 Contacts and escalations follow the Service Context with the following parameters:

	Interaction		**Reporting**
Communication Channel	Secure-Email	Secure-Email and Phone	Security Dashboard
Information Type	Incident Report (Insufficient Info)	Incident Report (Harmful Attack)	Statistics
Reference Time	SMC Time Stamp	SMC Time Stamp	SMC Time Stamp
Response Time	NTE 30 minutes	NTE 15 minutes	Refresh Rate
Contact Person	1° Primary incident contact 2° Secondary incident contact	Primary incident contact + Secondary incident contact	Authorized Users

3.4.3 **Insufficient Info Incident.**

3.4.3.1 Following its creation of the Incident, Verizon will escalate an Insufficient Info Incident to the Customer in the time defined in the Service Level Agreement section. At the same time, it changes the status to escalated.

3.4.3.2 Verizon does not escalate an Incident as Insufficient Info if it sees that a previously escalated Incident had the same cause. Verizon will reclassify such Incidents in line with the first Incident.

3.4.3.3 The quality of Verizon's classification and the number of Incidents escalated as an Insufficient Info Incident depends on the quality and completeness of the information that Verizon receives on the known network environment of the Serviced Device.

3.4.3.4 The Customer is responsible for closing the escalated Incident and providing Verizon with the information required for Verizon to take action (if needed) and change the status to Closed. Such actions are, for example, update the inventory of infrastructure or change the SEAM policy or the Rule Set of the device.

3.4.3.5 If the Customer does not provide the missing information in 48 hours, Verizon may send a reminder or may anytime thereafter change the status of the Incident to Closed.

3.4.4 **Harmful Attack Incident.**

3.4.4.1 Following its creation of the Incident, Verizon will escalate a Harmful Attack Incident to the Customer in the time defined in the Service Level Agreement section. At the same time, it changes the status to Escalated. If the Incident is not a reclassification of an Insufficient Info Incident, Verizon will try to trace the identity of the attacking IP addresses and User IDs obtained from the Events for which Verizon is authorized to collect and analyze. Verizon will also ask Customer to verify the integrity of the (application) servers

3.4.4.2 To block the attack, Verizon may:

- Implement an Emergency Rule Set Change, if Verizon manages the device that can block the attack.
- Advise the Customer to implement a Rule Set change, if Verizon does not manage the device that can block the attack.
- In the latter case, the Customer is responsible for bringing the escalated issue to closure and for repairing the integrity of the affected applications and infrastructure. The Customer must inform Verizon of any actions taken, so that Verizon can update its inventory of the infrastructure and the SEAM policy, and so that it can set the Incident status to Closed.

3.5 **Device Availability & Health Management.**

3.5.1 **Device Troubleshooting.**

3.5.1.1 Verizon will try to discover the cause of an unavailability or health problem of a Serviced Device through remote problem diagnosis and upon discovery initiate device troubleshooting to remedy the problem remotely.

3.5.1.2 Verizon is not responsible for problem diagnosis of the devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.5.2 **Hardware Maintenance.**

3.5.2.1 The following services are included if Verizon manages the maintenance and support agreements of the Serviced Devices on the Customer's behalf or if

the Customer has provided Verizon with all the associated maintenance and support credentials of the Serviced Devices such that Verizon can invoke the maintenance and support agreement. The Customer will be informed when these actions take place:

- If Verizon thinks the problem is inherent to the Serviced Device, Verizon will escalate it to the manufacturer or vendor;
- If Verizon detects a hardware failure, it will escalate the problem to the vendor or the manufacturer of the Serviced Device and will coordinate the on-site servicing of the hardware by the relevant third party maintenance service provider.

3.5.2.2 If Verizon does not manage the maintenance and support contract of the Serviced Device or has not been provided with the necessary maintenance and support credentials to invoke the maintenance and support agreement, the Customer itself must escalate to the relevant hardware maintenance service provider and co-ordinate the servicing of the hardware.

3.5.2.3 An escalation to the manufacturer or vendor, followed by a hardware replacement or maintenance, will follow the terms and conditions, and the service level of the equipment manufacturer/vendor and it's Return Material Authorization ("RMA") policies.

3.5.2.4 Any upgrade or replacement of the hardware, due to failures, new demands, or performance problems, must be jointly coordinated between Verizon and Customer. The Customer must not return a Serviced Device, or parts of it, to the manufacturer or vendor without Verizon's agreement.

3.5.3 **Device Restoration.**

3.5.3.1 For a Serviced Device where the security application is deployed on a server platform, the Customer is responsible for ensuring the correct operating system version and patch level is installed on the restored Serviced Device. The Customer is also responsible to restore the network connection between the Serviced Device and the SMC. If a Serviced Device is replaced, this also includes installing the replacement Serviced Device and configuring an external IP address on such replacement device.

3.5.3.2 For Serviced Devices that are deployed as appliances, Customer does not need to perform any device restoration activities other than installing the new appliance in the network and restoring the network connection between the appliance and the SMC.

3.5.3.3 Verizon is responsible for restoring the configuration files and Rule Set of the Serviced Device from its own back-up copies as specified in the Device Maintenance section.

3.5.3.4 Verizon will work with the Customer to test the Serviced Device and its connection to the SMC.

3.5.3.5 Verizon is not responsible for restoring the communication between the Serviced Device and the devices serviced by that Serviced Device (i.e. the Subordinate Devices).

3.6 Device Maintenance (Management).

3.6.1 Software Maintenance.

3.6.1.1 Verizon monitors the release of new Security Upgrades for the Serviced Devices. The availability of Security Upgrades is dependent on the release schedule of the manufacturer of the Serviced Device.

3.6.1.2 New Security Upgrades are checked for their effect and impact, following which Verizon will plan to install the Security Upgrade during the Maintenance Window agreed upon for such installation.

3.6.1.3 Irrespective of the number of Serviced Devices under MSS the maximum number of Maintenance Windows the Customer can define is two (2) per week. The day and time of each Maintenance Window will be specified in the Service Context. Each Maintenance Window must be at least four (4) consecutive hours.

3.6.1.4 If, according to Verizon, the Threat is critical, the Customer will receive a notification on the ready for deployment status of the Security Upgrade within 36 hours.

	Interaction
Communication Channel	Secure E-mail
Information Type	Ready for deployment notification
Reference Time	SMC Time Stamp
Response Time	NTE 36 hours
Contact Person	Primary incident contact + Secondary incident contact

3.6.1.5 If Verizon does not manage the maintenance contract of the Serviced Device, the Customer should as soon as possible provide Verizon with any Security Upgrades that the Customer receives pursuant to its maintenance contract. Verizon can not install the Security Upgrades if it does not receive the Security Upgrades.

3.6.1.6 Verizon will install the Security Upgrades remotely save where, due to the physical location of the Serviced Device or in cases of operating system and/or firmware upgrades, such remote installation is not possible or practicable. On-site installation of Security Upgrades can be planned and carried out by Verizon if so agreed under a separate work order and will be charged for at the Applicable Rates or the mutually agreed upon number of Service Tickets.

3.6.1.7 Verizon reports on the installation of Security Upgrades by e-mail:

	Reporting
Communication Channel	Secure E-mail
Information Type	Confirmation of the installation
Reference Time	SMC Time Stamp
Response Time	After the installation
Contact Person	Primary incident contact + Secondary incident contact

3.6.1.8 Verizon is not responsible for maintaining devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.6.1.9 Upgrades or replacements which are not directly related to the security of the Serviced Device, such as end-of-life replacements of a Serviced Device, may be planned and carried out by Verizon if so agreed under a separate statement of work and will be charged for at the Applicable Rates or the mutually agreed upon number of Service Tickets. It is the Customer's responsibility to replace Unsupported Devices.

3.6.1.10 Verizon will inform the Customer if the manufacturer announces the end-of-life of a Serviced Device. The end-of-life date is the date communicated by the relevant manufacturer on which the manufacturer will cease supporting the device.

3.6.1.11 No Device Maintenance will be provided by Verizon for Unsupported Devices.

3.6.2 Device Back-Up.

3.6.2.1 Verizon will use an automated process to perform a daily back-up the configuration files and the Rule Set of the Serviced Devices. The back-up tools may vary depending on the device type and manufacturer. These back-ups are securely stored in the SMC and are used to return to a previous version if updates do not have the desired result.

3.6.2.2 Verizon will keep a copy of the applications and all installed upgrades for Serviced Devices. These copies will be needed to reinstall the Serviced Device if full back-ups are corrupted or not available.

3.6.2.3 Where the security application is deployed on a server platform, the Customer is responsible to keep a copy of the operating system and latest patches for each Serviced Device. When these back-ups are not available from the Customer, restoration of the Serviced Device will take more time as before Verizon can begin the restoration process the Customer will first need to install the operating system, including the correct service pack and patch level.

3.6.2.4 The Customer is responsible for regularly making a full back-up of the devices serviced by the Serviced Device (i.e. the Subordinate Devices) where possible.

3.7 Device Security Management.

3.7.1 Configuration Management.

3.7.1.1 Verizon will provide recommendations to the Customer for maintaining the configuration of a Serviced Device in line with new Threats and changes in the environment. Verizon will pro-actively provide such recommendations via Secure E-mail to the authorized Customer contacts defined in the Service Context. The frequency is dependent on the vendor or manufacturer of the Serviced Device and/or sources of security intelligence that Verizon uses in delivering the service to the Customer.

3.7.1.2 If the Customer wants to change the configuration of a Serviced Device, the Customer must make a request using the Change Request procedures detailed in Change Management Process section.

3.7.1.3 Verizon will implement configuration changes during a Maintenance Window agreed upon with the Customer.

3.7.1.4 Verizon is not responsible for the configuration management of the devices serviced by the Serviced Device (i.e. the Subordinate Devices) unless the configuration of the Subordinate Devices can only be done using the Serviced Device.

3.7.2 **Rule Set Management.**

3.7.2.1 Verizon will implement the initial device Rule Set that the Customer has developed, and Verizon has reviewed, during the Service Commencement Procedure. New policy design, migration of polices, and/or detailed policy reviews will be subject to a separate work order and will be charged for at the Applicable Rates or at the mutually agreed number of Service Tickets.

3.7.2.2 The Customer may request changes to the Rule Set of a Service Device. Verizon will evaluate, prepare and implement changes to the Rule Set of a Serviced Device as described in the Change Management Process section.

3.7.2.3 The Customer can obtain a copy of the Rule Set at any time via the Security Dashboard or issuing a Request for Information request on the Security Dashboard.

3.7.3 **Change Management Process.**

3.7.3.1 A Change Request on behalf of the Customer must be submitted by a Customer staff member that is registered in the Service Context.

3.7.3.2 Change Requests must be submitted in the Security Dashboard.

3.7.3.3 Verizon assigns a unique Change Request number to each Change Request properly submitted. The Customer must use this number in all communication on this Change Request.

3.7.3.4 Each Change Request implemented will consume a number of Service Tickets, depending on its category, as specified in this section

3.7.3.5 Before implementing a Change Request, Verizon may ask the Customer for extra confirmation and authorization. Verizon will send a confirmation request to the person who has submitted the Change Request, and to such other Customer contacts as specified in the Service Context.

3.7.3.6 A Change Request has a status in each point of its lifecycle. When the status changes, a time stamp in UTC is attached. The Customer will be informed by Secure E-mail of changes to the status. These are the statuses:

Status	Conditions
Open/Reopened	The Change Request has been received by Verizon
Accepted for review	The Change Request conforms to the criteria and is waiting for a second-level review
Accepted	The Change Request has been accepted for implementation by Verizon
Escalated	The Change Request has been escalated by Verizon to the Customer because it is not clear or because it may have unexpected security or availability implications
Discarded	The Change Request has been rejected by Verizon
Implemented	The Change Request has been implemented by Verizon and is waiting for the Customer's validation feedback which is expected to be provided within 2 Business Days after implementation.
Closed	The Change Request is closed after Customer's validation or after 2 Business Days (whichever comes first).

3.7.3.7 The Customer can track the progress of the Change Requests through the Security Dashboard.

3.7.3.8 Apart from the regular reconfigurations, a major configuration change may be needed. Such a change can be implemented subject to a separate work order and will be charged for at Applicable Rates or at the mutually agreed number of Service Tickets.

A change request is major when it involves any of the following:

- More than 10 changes to a Rule Set simultaneously
- Changes to the IP addresses of a Serviced Device
- A redesign of the infrastructure
- Introducing a device or application in the infrastructure
- Activating a previously unused function on a Serviced Device
- Moving a Serviced Device to a new location
- Hardware refresh of an existing Serviced Device to a different model of the same vendor or an upgrade of the existing software version, other than Security Upgrades as provided under Software Maintenance
- Replacement of Unsupported Devices with Verizon supported Serviced Devices
- Changes estimated to require more time than available in a Maintenance Window

3.7.3.9 Verizon will initiate the propagation of Rule Set updates to the devices serviced by the Serviced Device (i.e. the Subordinate Devices). Verizon is however not responsible for the actual propagation of the Rule Set updates to those Subordinate Devices. Verizon will inform the Customer via Secure E-mail should the propagation of the Rule Set Updates not reach the Subordinate Devices

3.7.3.10 Verizon will maintain a maximum of five (5) users or user groups for authenticating towards the Serviced Device. The Customer should provide an external authentication server if the number of users or user groups exceeds five (5). Monitoring and managing such external authentication server is outside the scope of Managed Security Services.

3.7.3.11 Verizon may reject Change Requests not properly submitted on the Security Dashboard (e.g. in case the Change Request has not been submitted on the Security Dashboard or in case the Change Request information submitted is ambiguous or otherwise insufficiently clear to determine the nature of the requested change). Verizon will notify the Customer, as defined in the Service Context, about this rejection via Secure E-mail.

3.7.4 **Regular Change Request.**

3.7.4.1 A Regular Change Request is a planned change to the topology of Customer's infrastructure or security policy that meets the conditions listed below:

- It meets all criteria for Urgent or Fast-track Change Requests; and
- It concerns a change to the application software; or
- It concerns changes to operating system settings, except for changes to IP addresses.

3.7.4.2 Verizon will review, accept and implement a Regular Change Request ("RCR") according to the times defined below:

Regular Change Request	Timeframe
Accepted	NTE 24 hours
Implementation	Maintenance Window
Cost	2 Service Tickets

3.7.4.3 Verizon will implement accepted Regular Change Requests in the next Maintenance Window as specified in the Service Context provided that the minimum time between submitting a Regular Change Request and its implementation is 48 hours.

3.7.5 **Fast-Track Change Request.**

3.7.5.1 A Fast-Track Change Request is a planned or unplanned change that meets the conditions specified below:

- It concerns changes to existing rules or the creation of new rules and/or objects in the Rule Set of a Serviced Device and, maximum three (3) Serviced Devices are involved; or
- It concerns creating new hosts in the policy; the host is part of a subnet that is already accessible and configured on the Serviced Device; or
- It concerns allowing or disallowing traffic between existing hosts.

3.7.5.2 Verizon will review, accept and implement a Fast-Track Change Request ("FCR") according to the times defined below:

Fast-Tack Change Request	Timeframe
Accepted	NTE 4 hours
Implementation	NTE 36 hours after acceptance
Cost	6 Service Tickets

3.7.6 **Urgent Change Request.**

3.7.6.1 An Urgent Change Request is an unplanned change that meets the conditions specified below:

- It concerns changes to existing rules or the creation of new rules and/or objects in the Rule Set of one (1) Serviced Device; or
- It clearly specifies the required configuration setting and its new value.

3.7.6.2 Verizon will review, accept and implement an Urgent Change Request ("UCR") according to the times defined below:

Urgent Change Request	Timeframe
Accepted	NTE 2 hours
Implementation	NTE 4 hours after acceptance
Cost	8 Service Tickets

3.7.6.3 During the review and implementation of an Urgent Change Request, the Customer will:

- Ensure that the data supplied to Verizon are detailed enough to allow Verizon to review the request on time.
- Ensure that an authorized person is available by telephone to further clarify the Urgent Change Request.
- Confirm the decisions taken during phone calls with Secure E-mail

3.7.6.4 A UCR implies that Verizon has less time to review and mitigate potential availability or security risks associated with the change request and therefore its implementation carries a higher degree of risk. By submitting such a request, the Customer accepts all risk associated with the UCR.

3.7.7 **Verizon Initiated Emergency Change Request.**

3.7.7.1 Verizon may implement Emergency Change Requests, such as changing the device Rule Set or disabling Threat Signatures under the following circumstances:

(1) Verizon witnesses or is notified of a massive attack or of a virus/worm outbreak with the risk of flooding; or
(2) Verizon notes flooding that may be caused by changes in the topology of Customer's infrastructure (e.g., rewiring, adding new subnets, new applications with new protocols); or
(3) Changes to the Service Context submitted to Verizon are believed to influence a Rule Set. Such changes may include adding, removing, or moving servers, adding new applications or web servers, and changes to Rule Sets in adjacent devices.

3.7.7.2 Verizon is authorized to make changes to the device Rule Set and to disable Threat Signatures in emergencies, and according to the procedures for Urgent Change Requests.

3.8 **Service and Security Incident Reporting.**

3.8.1 **Security Dashboard.**

3.8.1.1 The Customer has access to the Security Dashboard 24x7.

3.8.1.2 The information on the Security Dashboard is updated regularly. Each type of information has its specific Refresh Rate.

3.8.1.3 The Security Dashboard reports security information on devices and agents, individually and aggregated. The Customer can consult the following items if applicable:

- Reporting on the availability of the Serviced Devices, including comments on downtimes during the last 24 hours.
- A list of Incidents classified per location, device, status, and level
- A list of information for each Incident, including associated Events and the signatures that triggered the Events.
- A query builder for searching Events and Incidents
- An overview of connections for the past day, week, or month
- Most frequent sources, destinations, and ports with blocked packets.
- Port scans and spoofing attempts
- To schedule vulnerability scans and view associated reports
- A list of planned Security Upgrades

- The status of Change Requests
- Security Intelligence

3.8.1.4 Each authorized user requires one unique Verizon Customer Certificate.

3.8.1.5 MSS includes an unlimited number of vulnerability scanning credits.

3.8.1.6 MSS includes up to 5 Verizon Customer Certificates irrespective of the number of Serviced Devices unless otherwise agreed in writing. The set up of an additional authorized user, and its associated Verizon Customer Certificate, consumes 2 Service Tickets.

3.8.2 **Client Service Manager.**

3.8.2.1 The Customer will be assigned a Client Service Manager ("CSM"). The CSM is a shared resource assigned to multiple MSS customer accounts.

3.8.2.2 The Client Service Manager will host quarterly service review meetings to discuss one or more of the following items:

- Last three (3) Monthly Management Reports and customer security trends as demonstrated by these reports
- Major incidents requiring further discussion
- Planned customer activities for the next quarter
- Planned release and service features
- Service Level Agreement performance

3.8.2.3 The Client Service Manager serves as the Customer escalation point for:

- Issues with regards to the amount of Service Tickets allocated to a service request
- Questions about the extent of the services delivered within this agreement
- Quality of Service / Service Level Agreement enquiries

3.8.3 **Management Report.**

3.8.3.1 Verizon will generate a monthly Management Report and make it available on the Security Dashboard.

3.8.3.2 The Management Report shows:

- A status of the open Change Requests and Security Upgrades
- A summary of all Incidents of the past period
- A closure report of all Harmful Attack and Insufficient Info Incidents, and management-level interpretation of the Incidents
- Most frequent sources, destinations, and ports of blocked packets
- An overview of all planned and implemented Change Requests, Rule Set updates, and Security Upgrades of the past period
- Requests For Information from Verizon concerning Customer's network or to clarify irregularities in the Threat analysis of the past period

3.8.3.3 The Management Report covers all Customer sites and Serviced Devices receiving MSS.

3.8.4 **Other Incident Tickets.**

3.8.4.1 'Other Incident' Tickets on the Serviced Devices or MSS Services can be logged with Verizon on a 24x7 basis. These are tickets that Verizon or the Customer can create for service related Incidents.

3.8.4.2 Verizon can be reached through the Security Dashboard, or via Secure E-mail or telephone.

3.8.4.3 Verizon will only give support to the named staff that the Customer has registered in the Service Context.

3.8.4.4 In case the Serviced Device is not managed by Verizon, Verizon needs correct and detailed information to help solve a problem encountered with the Serviced Device:

- The name of the caller, telephone number, e-mail address, and company name
- A detailed description of the problem, including steps to reproduce it
- Error codes, messages, log files, output of diagnostic tools
- Changes made to the configuration/policy/rules before Customer has detected the problem
- The impact on the business
- The availability of back-ups and roll-back procedures
- In case Verizon manages the Serviced Device, the following information is required:
- The name of the caller, telephone number, e-mail address, and company name
- A detailed description of the problem, including steps to reproduce it
- Error codes and messages
- The impact on the business

3.8.4.5 Verizon will assign a unique ticket number and a Severity Level to every support request that it accepts. The Severity Level is based on Customer's information and on the impact of the problem on the Customer's network environment.

Problem Severity	Level	Conditions
Severity 1	S1	An error causes the Serviced Device or MSS to fail. Normal day-to-day business is not possible (e.g. system failure, an inaccessible or inoperable production system).
Severity 2	S2	An error significantly affects the functions of the Serviced Device or MSS and prevents normal day-to-day business; or an error occurs in a high-risk environment (e.g., an error in one line of a high-availability setup).
Severity 3	S3	An isolated error impacts the functions of the Serviced Device; there is no important impact on the day-to-day business. Or an error occurs that significantly affects the Serviced Device or MSS, but a Work-around exists.
Severity 4	S4	A benign error occurs, or an improvement is asked. There are no problems with the Serviced Device or MSS, and there is no immediate impact on the production environment.

3.8.4.6 For Severity 1 and 2 problems, the Customer and Verizon will both assign a dedicated contact person as defined in the Service Context.

3.8.4.7 A severity 3 or 4 software problem may be resolved in the next revision or upgrade of that software.

3.8.4.8 Verizon will report on the status of a problem with status reports.

3.8.4.9 When Verizon starts working on the problem, it will send the Customer an initial status report. The initial status report will include:

- The call ID and Severity Level, used in all further calls and e-mails on this problem
- A description of the problem
- The status of the investigations

3.8.4.10 The Customer may ask for extra status reports by e-mail. Verizon will respond as soon as possible, by return e-mail.

3.8.4.11 Verizon will only interface with the Customer contacts identified in the Service Context, and not the Customer's end users or Customer's partners..

3.8.4.12 Verizon has the right to refuse requests that:

- Are made by an end user or partner of Customer
- Concern installing new devices or software, stripping and hardening, and applying patches or upgrades
- Would involve giving implicit training
- Would involve giving implicit consultancy
- Would involve a redesign of the Customer's infrastructure (or a part thereof)

3.8.4.13 When Verizon believes that it has resolved the problem or given the Customer all information to resolve the problem, it will close the call ID 5 Business Days after it has sent the information and will also notify the Customer of the closure of the 'Other Incident'.

3.8.4.14 Verizon will inform the Customer when a problem is resolved, or when its Severity is lowered to a level that does not require further immediate action.

3.8.4.15 If the Customer does not answer a request for information, or a request to perform tasks or to provide Verizon with output:

- After one Business Day, a Severity 1 or 2 problem will be lowered one level
- After 5 Business Days, Verizon may close the Call ID

3.8.4.16 Verizon will carry out root cause analysis of the problem and communicate the results to the Customer. If the source of the problem lies within the Customer's responsibility (for example, Customer networking issues or devices not under Verizon's management) each 'Other Incident' Ticket will consume four (4) Service Tickets

3.8.5 **Request For Information.**

3.8.5.1 Verizon allows Customer to submit Request For Information ("RFI") inquiries on the Serviced Devices or MSS Services 24x7.

3.8.5.2 Requests for Information can be raised through the Security Dashboard and will receive a unique Call ID from Verizon. This Call ID must be used in all further communications on this RFI.

3.8.5.3 Each question will consume one Service Ticket. If the RFI is related to an existing escalated Security, Health or 'Other' Incident, no Service Tickets will be charged to the Customer. Service Tickets will be charged only once an RFO is sent for the relevant Service Device.

3.8.5.4 Any question on information not directly available through the Security Dashboard or which requires a more detailed analysis compared to what is available on the incident reports, will not be considered as a regular RFI. Examples of such requests are requests to retrieve raw data for forensics and additional one-time reports. Verizon may subject handling such requests to a separate work order and will be charged for at the Applicable Rates or at the mutually agreed number of Service Tickets.

3.8.6 **Data Availability and Retention.**

3.8.6.1 Incidents are stored in a Verizon proprietary format in the SMC database and are kept for one (1) year, unless otherwise agreed in writing. Archived incidents that are requested by the Customer will be made available in Comma Separated Value (CSV) format or other, mutually agreed format.

3.8.6.2 Data on raw events will be kept for (1) year. The data on raw events in relation to the last period of (1) year for a Serviced Device can be made available upon request up to one (1) month after service has ended on that Serviced Device. At the end of the retention period, logs and Customer sensitive data will be disposed of according to the relevant Verizon Asset Classification and Handling Policy.

3.8.6.3 Data can be retrieved via a RFI ticket through the Security Dashboard and will be provided either as a downloadable file on the Security Dashboard or via an appropriate storage medium. The number of Service Tickets charged and the response time is dependent on the amount of data to be retrieved and the complexity of the request.

3.8.6.4 The amount of data Verizon receives for a Serviced Device in any month must not exceed ten (10) Gigabytes. Verizon will charge Service Tickets to the Customer separately for any amount of data received for a Serviced Device during a month exceeding ten (10) Gigabytes as indicated in the following table:

Additional Data Received (each Serviced Device)	Service Tickets Charged
10 Gigabyte	6 Service Tickets

3.9 **Management Stations.**

3.9.1 A Management Station may be required to capture the logs or alerts from specific Serviced Devices and to manage the Serviced Devices.

3.9.2 In some cases and apart from HIDS, for certain types and categories of Serviced Devices, Verizon may provision the Customer on Verizon-owned management stations, hosted in Verizon's SMC at no additional cost to the Customer. In all other situations,

the Customer is responsible to provide the necessary management licenses and/or related software/hardware to enable Verizon to provide MSS on the Serviced Device.

3.9.3 The required management station design and architecture will be determined by Verizon in consultation with the Customer prior to activation of MSS.

3.9.4 For Monitoring and Management only, Verizon monitors the availability and health of the management stations

3.10 **Unsupported Devices.**

3.10.1 If so agreed under this Agreement, Verizon will manage and/or monitor Unsupported Devices. This service covers the temporary management of Customer devices until they are replaced by Verizon supported Serviced Devices. The following restrictions apply:

- The Unsupported Device will be taken over for monitoring and/or management "as is";
- Only Availability Monitoring is offered for Monitoring Customers
- For Monitoring and Management Customers, in addition to Availability Monitoring, Troubleshooting, Configuration Management and Rule Set Management services will be provided to the extent so agreed in this Agreement;
- The SLAs do not apply
- Replacement of the Unsupported Devices will be treated as a major Change Request under the Change Management Process described in this Service Attachment and will be charged for at the Applicable Rates or at the mutually agreed number of Service Tickets

3.11 **Installation, Configuration, Design and Review Services.**

3.11.1 MSS does not include:

- Onsite Installation
- Configuration and Policy reviews,
- Architectural or policy design

3.11.2 These additional services can be carried out by Verizon if so agreed under a separate Professional Security Services statement of work and will be charged for at the Applicable Rates.

3.11.3 MSS may include Serviced Device configuration if so agreed under a separate Staging and Configuration Schedule and statement of work and will be charged for at the Applicable Rates.

3.12 **Premium Plus Service Options.**

The following sections in 3.12 list the various options that are subject to an additional MCR, and in some cases an NRC.

Premium Plus Service Option	Monitoring only service	Monitoring and Management service
Remote Office	√	√
Service Availability SLA		√
Executive Reporting	√	√
Security Policy Program	√	√

Premium Plus Service Option	Monitoring only service	Monitoring and Management service
Security Policy Program Reporting and Review	√	√

3.12.1 Remote Office.

3.12.1.1 The Remote Office option may be ordered for a Serviced Device (a "Remote Office Device") if all of the following conditions hold:

- The Serviced Device is the only device at the relevant physical location; and
- The Serviced Device protects only the network assets at the relevant physical location; and
- There are no more than three (3) distinct Rule sets across all Serviced Devices receiving service as Remote Office Devices.

3.12.1.2 The MSS Services that can be rendered for a Remote Office Device are limited to:

- For Monitoring customers - Availability Monitoring, Threat Analysis and Service and Security Incident Reporting
- For Monitoring and Management customers - Availability Monitoring, Threat Analysis and Service and Security Incident Reporting, Device Troubleshooting, Hardware Maintenance, Device Restoration, Device Maintenance and Device Security Management with the following additional limitation:
- A Change Request to a distinct Remote Office Rule set will be implemented on all Serviced Devices with that Rule set and will be treated as a major Change Request under the Change Management Process described in this Service Attachment

3.12.1.3 The Service Level Agreement does not apply with respect to Remote Office devices.

3.12.2 **Device Service Availability SLA.**

3.12.2.1 A Device Service Availability SLA may be ordered for Serviced Devices if all of the following conditions hold:

- The Serviced Device* is located inline with the Customer network traffic and all traffic ceases flowing through the Serviced Device while the Serviced Device is unavailable ("Serviced Device Service Outage")
- The Serviced Device is installed in an i) Active-Passive (i.e., high availability) configuration meaning that a secondary device will automatically takeover the critical device functions in case of failure of the primary device or ii) Active-Active configuration meaning that either device may automatically take over the critical device functions and network load of the other device in case of a single device failure.
- The Serviced Device is equipped with a Verizon accessible serial console interface allowing device-level access.

  * Note that the term "Serviced Device" refers to both devices in an Active/Passive (aka High Availability) configuration. For devices in an

Active/Active configuration, the term "Serviced Device" refers to both of the two Serviced Devices in that configuration.

3.12.2.2 In respect of Serviced Device Service Availability the terms in the Service Level Agreement section apply where the Target Level indicates the amount of time per month the Serviced Device should be available. Device Service Availability is calculated as:

$$\left(1 - \frac{\text{Total minutes of Serviced Device Service Outage per month}}{\text{Days in month x 24 hours x 60 minutes}}\right) \times 100\%$$

3.12.2.3 The Target Level indicated in the tables below provides the minimum level that Verizon needs to achieve in any particular month for which the Customer has a right to receive the associated number of Service Credits if Verizon would fail to meet that level.

Availability	Target Level	Service Credit
Device Service Availability	> 99.8%	N/A
Device Service Availability	≥ 99.5% and ≤ 99.8%	2 Device Credit
Device Service Availability	< 99.5%	3 Device Credits

3.12.3 **Executive Reporting.**

3.12.3.1 Daily and/or weekly reports may be ordered that contain:

- Overview of escalated availability, health and security incidents over the last reporting period
- Overview of Service Request over the last reporting period

3.12.3.2 The reports will be made available on the Security Dashboard in addition to being sent to the Customer via Secure E-Mail.

3.12.4 **Security Policy Program.**

3.12.4.1 An additional Security Monitoring Custom Program may be ordered which includes the following:

- A custom created SEAM Policy based on the Customer's specific security monitoring requirements.
- The SEAM policy will be mutually agreed upon deployment and documented as part of the Service Context. Building the SEAM policy will require the Customer's participation.

3.12.5 **Security Policy Program Reporting and Review.**

3.12.5.1 A Security Policy Program Customer may order a bi-weekly or monthly Security Monitoring Report which will be published on the Security Dashboard

The report will contain:

- Detailed overviews of Security Incidents over the last reporting period and suggestions on how to threat these incidents going forward.
- Incidents that are pending further information from the Customer in order to adjust the SEAM policy

- Significant new threats and suggestions on how the risks of those threats could be mitigated by the SEAM policy

3.12.5.2 A Verizon Security Engineer will conduct a monthly review meeting with the Customer to improve the management of the Customer's SEAM policy

3.13 Service Level Agreement.

3.13.1 Key Performance Indicators.

3.13.1.1 This Service Level Agreement ("SLA") defines the target levels for which Customer has the right to receive credits ("Service Credits") in case Verizon fails to meet these target levels ("Target Levels"). In relation to a particular Serviced Device, the SLA will become effective when Verizon has issued the Ready For Operations notice.

3.13.1.2 The metrics that are considered are listed in the Service Credits section. Please refer to the relevant sections in this Service Attachment for a more detailed description of the referenced services and service components.

3.13.2 Service Credits.

3.13.2.1 Subject to the conditions and exclusions set forth herein, Verizon will pay the applicable Service Credits. Service Credits will be calculated monthly. Service Credits can only be received as from the first full service month the SLA is effective.

3.13.2.2 One Device Credit equals the pro-rated charges for one day of the applicable monthly recurring charge payable for the affected Serviced Device.

3.13.2.3 The Target Level ≤ X/Y means that out of Y instances, Verizon is only allowed to exceed the targeted response or intervention time X during that month without Customer being eligible for a Service Credit.

Monitoring Response Time	Target Level	Service Credit
Availability Report / Health Report - delivery > 15 minutes	≤ 1/ 10	1 Device Credit
Incident Report (Insufficient Info Incident) - delivery > 30 minutes, ≤ 120 minutes	≤ 5 / 100	1 Device Credits
Incident Report (Insufficient Info Incident) - delivery > 120 minutes	0/month	2 Device Credits
Incident Report (Harmful Attack Incident) - delivery > 15 minutes, ≤ 60 minutes	≤ 1/100	1 Device Credit
Incident Report (Harmful Attack Incident) - delivery > 60 minutes	0/month	2 Device Credits

Management Response Time (after status change)	Target Level	Service Credit
Regular Change Request – Acceptance > 24 hours	≤ 1/10	1 Device Credit
Fast-track Change Request – Acceptance > 4 hours	≤ 1/10	1 Device Credit
Fast-track Change Request – Implementation > 36 hours after acceptance	0/10	1 Device Credit
Urgent Change Request – Acceptance > 2 hours	≤ 1/10	1 Device Credit
Urgent Change Request – Implementation > 4 hours, ≤ 8 hours after acceptance	0/10	1 Device Credit
Urgent Change Request – Implementation > 8 hours after acceptance	0/10	2 Device Credits

3.13.2.4 If a series of cases of unmet Target Levels arise out of the same event, Customer will only be entitled to a single Service Credit, namely the one that attracts the highest value.

3.13.2.5 Service Credits for any series of cases of unmet Target Levels will, in aggregate during any month, not exceed 50% of the monthly recurring charge payable for the affected Serviced Device during that month.

3.13.2.6 Verizon will not be liable for any failure to achieve the Target Levels and will not incur Service Credits to the extent that such failure is, directly or indirectly, due to:

- A failure by the Customer (or a Customer agent or contractor) to comply with the Customer's obligations as described in the Service Attachment; and/or;
- the non-performance, defaults, error, omission or negligence of any third party not under Verizon's reasonable control (such as but not limited to failure of any of the Customer's third party providers of telecommunications services or problems with equipment Customer has provided) or any force majeure event; and/or;
- the performance of routine maintenance work on a Serviced Device or service equipment at the Customer's location or on any of the equipment used to provision MSS during the applicable Maintenance Window or emergency maintenance; and/or;
- tests performed or commissioned by or on behalf of the Customer

3.13.3 **Service Credit Claim.**

3.13.3.1 If in the Customer's opinion a Target Level has not been met during a particular month Customer must notify Verizon within 30 Business Days following the end of that month to claim the Service Credit. If the Customer fails to notify Verizon, the Customer loses the right to receive any such Service Credit. Verizon will verify and confirm the amount of the credit, if any. The amount of credit, if any, calculated by Verizon and confirmed to the Customer shall be the final definitive assessment of any credit payable.

3.13.3.2 Unless explicitly agreed otherwise in this Agreement, (i) Service Credits will be set off against future charges; and (ii) Service Credits are the only remedy and compensation in respect of a failure to meet the Target Levels.

4. Pricing

4.1 Fee:

Below is a summary of the Services being purchased and the associated fees:

Product/Service	Quantity	MRC	NRC
Realtime HA Firewall Management and Monitoring of Cisco ASA 5510	1	$1,526.84	N/A
Site Setup for HA Cisco ASA 5510	1	N/A	$0.00
Device Setup of HA Cisco ASA 5510	1	N/A	$0.00
TOTAL		**$1,526.84**	**$0.00**

4.2 Payment Terms

Payment is due net thirty (30) days from the date of an invoice. Verizon shall invoice the Customer on a monthly basis, for Services and associated expenses incurred during the month preceding.

If applicable, the Services provided herein may be subject to sales tax which will be billed separately on the invoice. If Customer is tax exempt, it will furnish tax exempt documentation and such documentation shall be entered into Customer's billing profile.

5. Term of SOW

The Service hereunder shall be completed no later than thirty-six (36) months from the SOW Effective Date or upon completion of the Services by Verizon, whichever occurs first.

Acceptance Deadline. Pricing and/or promotional benefits in this SOW may not be available if it is signed and delivered to Verizon after February 29, 2012.

02.07.12
120110

ADOPTED

TOWN OF RIVERHEAD

Resolution # 110

AUTHORIZATION TO PUBLISH AND POST ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR AUTOMATED VEHICLE LOCATION AND MONITORING (AVLM) FOR TOWN OF RIVERHEAD HIGHWAY DEPARTMENT FLEET

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, The Town of Riverhead Highway Department seeks proposals for the Automated Vehicle Location and Monitoring (AVLM) for use and installation in approximately 62 vehicles designated for Highway Department use with the goal of improving response time to snowstorms and emergencies; more proactive response to adverse weather conditions; improved snowplow performance and service; more accurate and efficient operations with on-demand dispatching; better fleet and staff management; improved communications between supervisors and operators; reduction of manual data entry; and improved safety for traveling motorists and maintenance personnel; and

WHEREAS, the Town of Riverhead Highway Department is currently seeking proposals from vendors that are capable of providing a Passive or Real-Time Automated Vehicle Location and Monitoring system (AVLM) in its entirety including all hardware, software, installation, and maintenance of such a system; and

WHEREAS, the Town of Riverhead Highway Department seeks authorization to publish and post a notice to bidders for proposals for Automated Vehicle Location and Monitoring for Town of Riverhead Highway Department Fleet.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the issuance of the attached Request for Proposals for Automated Vehicle Location and Monitoring (AVLM) for Town of Riverhead Highway Department Fleet; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish and post the following public notice in the February 16, 2012 issue of the News-Review; 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 ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

NOTICE TO BIDDERS

TAKE NOTICE, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **March 15, 2012 at 11 o'clock am**, prevailing time, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for **Automated Vehicle Location and Monitoring (AVLM) for Town of Riverhead Highway Department Fleet.**

Specifications and guidelines for submission of proposals are available on the Town website at www.riverheadli.com, click on bids, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 am and 4:30 pm, Monday through Friday, beginning **February 16, 2012**.

Each proposal must be submitted in a sealed envelope clearly marked **"AUTOMATED VEHICLE LOCATION AND MONITORING (AVLM) FOR HIGHWAY DEPARTMENT FLEET"**. Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on March 15, 2012**.

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
TOWN OF RIVERHEAD
Diane M. Wilhelm, TOWN CLERK

Town of Riverhead

Suffolk County, New York

TOWN OF RIVERHEAD HIGHWAY DEPARTMENT

Request for Proposals

Automated Vehicle Location and Monitoring (AVLM)

For Town of Riverhead Highway Department Fleet

Sealed Proposals Must be Received
In the Office of the Town Clerk
200 Howell Avenue
Riverhead, New York 11901
On or Before 11:00 A.M. on March 15, 2012

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BY ORDER OF THE TOWN BOARD

TOWN OF RIVERHEAD

Diane M. Wilhelm, TOWN CLERK

II. INSTRUCTIONS TO BIDDERS

1. Receipt of Proposals

The Town of Riverhead Highway Department seeks proposals for the Automated Vehicle Location and Monitoring (AVLM) for use and installation in approximately 62 vehicles designated for Highway Department use with the goal improving response time to snowstorms and emergencies; more proactive response to adverse weather conditions; improved snowplow performance and service; more accurate and efficient operations with on-demand dispatching; better fleet and staff management; improved communications between supervisors and operators; reduction of manual data entry; and improved safety for traveling motorists and maintenance personnel. Proposals must be submitted per the instructions in the Notice to Bidders.

2. Preparation, and Presentation of Proposal

Bids must be contained in a sealed envelope marked "Automated Vehicle Location and Monitoring (AVLM) for Highway Department Fleet".

Bidders must provide ALL INFORMATION.

INCOMPLETE SUBMISSIONS MAY BE REJECTED!!

- If a question is not applicable, indicate by writing "N/A" in answer space.
- All Bidders Qualifications questions must be answered.
- General Municipal Law forms must be signed.
- Proposals that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected.

3. Method of Award

All proposals will be compared based on the totality of the bidder's presentation regarding the Automated Vehicle Location and Monitoring (AVLM) system (the "Project"). The Town reserves the right to award the Contract to the bidder who, in the Town's sole determination, offers a proposal that outlines the most efficient and effective plan for managing the Project in the best interests of the Town.

4. Insurance Required By The Town of Riverhead

A. Workers' compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.

B. Disability Benefits Insurance must be evidenced on a DB-102.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.

C. General Liability insurance to include bodily injury and injury to property in the amount of $1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage.

D. Professional Liability insurance to include malpractice and bodily injury and injury to property in the amount of $1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage. The Town will be named as an additional insured on the Liability policy.

This contract will not be signed by the Town's Supervisor until all required insurances are received.

5. Town's Reservation of Rights

The Town reserves all rights with respect to this RFP, including but not limited to the following:

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 this RFP or to reject all proposals if the Town determines, in its sole discretion, the best interests of the Town will be served thereby. The Town further reserves the right to reject any proposal that is, in the Town's sole discretion, determined to be incomplete, non-responsive, purports to alter any required terms or conditions of this RFP, or that contains any other irregularities.

The Town may make such investigation as the Town deems necessary to determine the responsibility of any bidder or to verify the ability of any bidder to perform the services specified herein. The Town reserves the right to reject any proposal if the information requested by the Town is not submitted as required or if the information submitted by or the investigation of any bidder fails to satisfy the Town that the bidder is responsible or is qualified and capable of carrying out the obligations of the Contract.

Upon acceptance of a proposal, the Town shall, by letter, officially notify the successful bidder of said acceptance and, prior to the award of the Contract, enter into negotiations with the successful bidder. The Town retains the right to withdraw from such negotiations with the successful bidder and to rescind its acceptance of the successful bidder's proposal should the Town be unable to conclude the negotiations within thirty (30) business days following the official notification of acceptance.

Once negotiations have been completed, the Town will pass a resolution awarding the Contract, and the successful bidder will be required to sign the Contract and provide evidence of insurance and any additional documentation required by the Town. If the successful bidder refuses, fails, or neglects to sign the Contract or to provide evidence of required insurance or any other documentation required by the Town within ten (10) business days of receipt of a Notice of Award from the Town, the bidder shall be considered to have abandoned the Contract, and the Town shall have the right to rescind the award of the Contract.

The Town shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a proposal in response to this RFP, or otherwise in connection with this RFP or its modification, postponement, or cancellation. All proposals become the property of the Town upon submission.

III. SPECIFICATIONS

1. Summary

The Town of Riverhead Highway Department is currently seeking proposals from vendors that are capable of providing a Passive ***or*** Real-Time Automated Vehicle Location and Monitoring system (AVLM) in its entirety including all hardware, software, installation, and maintenance of such a system. The Highway Department is responsible for all road maintenance, snow and ice control operations, and response to such other emergency conditions effecting the roadways within the Town of Riverhead and is continually challenged to provide a high level-of-service and improve safety and mobility while working with higher expectations from the public, and the unprecedented budget and staffing constraints. The Highway Department seeks to address these issues and improve response time to snowstorms and emergencies; more proactive response to adverse weather conditions; improved snowplow performance and service; more accurate and efficient operations with on-demand dispatching; better fleet and staff management; improved communications between supervisors and operators; reduction of manual data entry; and improved safety for traveling motorists and maintenance personnel and achieve the ultimate goal of *deliver the right type and amount of materials in the right place at the right time* by use of Passive ***or*** Real-Time Automated Vehicle Location and Monitoring system (AVLM) in the fleet of Highway Department vehicles .

The term "Offeror" as used herein shall refer to individuals, firms or organizations submitting proposals in response to this Request for Proposals (RFP). The term "Contractor" or "Provider" is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFP.

All responses received in response to this RFP will be evaluated on the criteria described herein.

PLEASE NOTE: All inquiries regarding the substantive terms or requirements of this RFP must be submitted in writing. Inquiries should be faxed to the Office of the Town Clerk, 631-727-3200 ext. 389 or fax at 631- 727-0674, and **must be received by no later than 4:30 pm: March 2, 2012**. Responses to inquiries deemed appropriate by the Town will be issued in the form of addenda to the RFP and provided to all those who request or had previously received a copy of the RFP.

Officially issued written addenda from the Town shall be the **only** authorized method for communicating the clarification or modification of the requirements of this RFP. Interested parties may contact the Town of Riverhead to verify receipt of the RFP and any addenda.

2. General Conditions

A. Prime Responsibility: The selected Contractor will be required to assume full responsibility for all services and activities offered in its/their proposal,

whether or not provided directly. Further, the Town will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

B. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable local, county, state and federal laws and regulations pertinent to this project.

C. Independent Contractor: In performance of the work, duties and obligations assumed by the Offeror, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the Town.

D. Offerors may submit alternate proposals, including technologies related to AVL/Fleet Management not identified in the specifications below. Alternate proposals shall be clearly marked as such and any cost savings to the Town.

E. The Town of Riverhead prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.

F. The Town reserves the right to reject any and all proposals; to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the Town. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of Offerors will be considered, along with other relevant factors.

G. The Town reserves the right to:

- Request clarification of any submitted information;
- Not enter into any agreement;
- Not to select any Offerors;
- Amend or cancel this process at any time;

- Interview Offerors prior to award and request additional information during the interview;
- Negotiate a multi-year contract or a contract with an option to extend the duration;
- Award more than one contract if it is in the best interest of the Town; and/or
- Issue similar RFPs in the future.

H. Qualified Offerors must be prepared to enter into a contract with the Town. The contract will incorporate many standards, terms and conditions referenced in this RFP. Portions of this RFP and the Offeror's proposal may be made part of any resultant contract and incorporated in the contract.

I. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages further detailed in "3" Subsection "O" below: Workers' compensation, Disability, Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, Professional Liability insurance to include malpractice and bodily injury and injury to property in the amount of $1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage.

J. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

3. Description of Services Required

A. Introduction/Summary

The Town of Riverhead Highway Department is currently seeking proposals from vendors that are capable of providing a Passive ***or*** Real-Time Automated Vehicle Location and Monitoring system (AVLM) in its entirety including all hardware, software, installation, and maintenance of such a system. The Town of Riverhead Highway Department desires a standard off-the-shelf AVLM system with minimum configuration changes. This proposal calls for implementing an AVLM system for use for the Town of Riverhead Highway Department vehicle fleet of approximately 62 vehicles varying in type and usage. A copy of the vehicle type, make, model are identified in Exhibit "A" annexed hereto. The desired system should not only allow the Highway Department to locate vehicles, but also allows the monitoring of vehicle speed, vehicle status, engine idle time, and other features described more fully below.

The Town of Riverhead Highway Department is seeking (3) unique and distinct proposals:

1) A full "real-time" system with the ability to collect "real-time" data from the fleet vehicles simultaneously and on a regular frequency. The data will include but not be limited to vehicle location, mileage and speed. The system shall store said data temporarily on hardware aboard the vehicle and transfer said data wirelessly. Following wireless transfer, data is to be stored in a secure database indefinitely. The user terminal shall be accessible via a web interface containing an interactive map system, tabular data display, and must include various reporting capabilities.

2) A limited "real-time" system with the ability to collect rolling "real-time" data from the 62 different vehicles, approximately every 8 weeks divided among approximately 2 groups. At any one point in time approximately 30-35 vehicles (one group) will be active and collecting real time data. The other group of vehicles will be inactive and not collecting data. At the end of each 8 week session the Town of Riverhead Highway Superintendent or his designee shall have the capability to deactivate approximately 30-35 vehicles, and reactivate 30-35 different vehicles in the second group, in a simplistic manner. All reactivation fees and other charges shall be included in the proposal. The 30-35 vehicles that are active will collect real-time data simultaneously and on a regular frequency. The data will include but not be limited to vehicle location, mileage and speed. The system shall store said data temporarily on hardware aboard the vehicle and transfer said data wirelessly. Following wireless transfer, data is to be stored in a secure database indefinitely. The user terminal shall be accessible via a web interface containing an interactive map system, tabular data display, and must include various reporting capabilities.

3) A "passive" system with the ability to collect data from approximately 62 different vehicles. The 62 vehicles that are active will record GPS data on a regular frequency. Each vehicle GPS unit shall store said data temporarily on hardware aboard the vehicle and transfer said data to a centralized location when the vehicle's GPS unit is within range of a wireless access point (WAP). The WAP shall be a standard 802.11.b Wi-Fi device. If the passive system vendor can supply the wireless access point devices, the cost for these items, as well as the specifications shall be detailed in the vendor's proposal. The vendor will install all required wireless access points. At regular intervals, the vendor will upload all data to the vendor's client server via the internet. Following transfer, data is to be stored in a secure database indefinitely. The user terminal shall be accessible via a web interface containing an interactive map system, tabular data display, and must include various reporting capabilities.

All proposals shall include specific explanations of the ability to fulfill Town of Riverhead Highway Department AVLM project needs with both Purchase and Lease Costs as well as associated monthly cost breakdown for the system components in the following categories:

a. Hardware
b. Software
c. Maintenance and support costs to be listed, 2nd and following years maintenance cost by software and hardware
d. Wireless and or data transfer fees
e. Training
f. Installation
g. Cellular activation/deactivation fees

In addition, all proposals relating to the ***passive type system*** shall include a live field demonstration for Town Highway Department review on a minimum of five (5) Town of Riverhead Highway Department vehicles for at least a two-week period, upon request. Vendor shall also supply a temporary wireless access point device and any other required equipment that is required for the live field demonstration. The vendor shall install wireless access point device.

B. Current Town of Riverhead Vehicle Fleet Operation

The Town of Riverhead Municipal Garage is responsible for maintaining the vehicle fleet. This includes purchasing, maintaining, disposing of and replacing each vehicle. The Town of Riverhead seeks to utilize the AVLM for approximately 62 vehicles most if not all of the vehicles are utility or heavy equipment vehicles. The operational territory covered by the Town of Riverhead fleet vehicles is confined to the Town of Riverhead. On occasion, Town of Riverhead Highway Department vehicles access outlying areas including Suffolk and Nassau Counties. **Note: In the event of vehicle theft, the real-time AVLM system should provide nationwide stolen vehicle tracking.* (Exhibit "A" provides vehicle make/model information).

C. AVLM System Minimum Requirements

1) AVLM Onboard Vehicle System Components, Functions and Data Activity

Listed below are minimum requirements pertaining to both the real-time system and the passive system. Vendor should indicate all product capabilities not listed that are standard to their device/system. This section outlines the minimum data collected onboard the vehicle and transmitted back to fixed end equipment. System shall be non-active with the ignition switch off to preserve life of vehicle battery. Vendor is to explain devices operation transition from active to non-active status, off hours.

a. The "GPS-Device" shall reside within each of the vehicles in the fleet and contain or interface with all onboard equipment associated with the AVLM.

b. The GPS "Device" shall be made to withstand normal equipment usage for lifespan of 5 years or more.

c. All AVLM related vehicle equipment hardware shall be mounted in such a way not to interfere with the operation of the vehicle.

d. Continuous vehicle location, including date and time

e. Ignition status

f. Speed of vehicle

g. Direction of vehicle

h. Engine idle time

i. Vehicle Identification

j. Power Take-off Engagement (PTO)

k. Polling - real-time system- Shall be user adjustable. Vendor shall indicate monthly data charges for variable polling times. In addition, the vendor shall indicate the breakpoint at which the maximum polling rate occurs with respect to lowest data rate cost. On the passive systems, vendor shall indicate available polling times and maximum amount of data records stored with-in the vehicle's onboard unit.

2) AVLM Software Functionality Requirements and Reports

The AVLM system should be a Web/Internet-based system that provides access to as many concurrent users as the fixed end software and hardware can accommodate. The desired configuration will run the AVLM application software from one central web server, which the vendor shall host, providing access to designated user/administrators within the Highway Department. The full or limited real-time system or passive system is required to provide access to approximately five end users simultaneously.

Adjustable User Parameters: The AVLM System shall support adjustable parameters that enable the designated Highway Department AVLM Users and AVLM System Administrator to configure certain system functions. Adjustments made to parameters by AVLM Users shall become effective immediately without having to restart any part of the system. It is preferable that all user-adjustable parameters be user-specific and based on a user's logon.

a. Adjustable Administrator Parameters: Adjustments made to parameters by the System Administrator are typically system-wide and may require a restart of affected system components, but shall not

require rebuilding and/or recompilation of programs, or regeneration of databases.

b. The AVLM System shall log all parameter changes.

c. System Upgrades: All ongoing software and hardware upgrades shall be included in the price of the system and the vendor shall be responsible for notification and installation of updates. The Town of Riverhead Highway Department requires "over-the-air" updating of vehicle software and configuration. It should not be necessary to visit each vehicle with a laptop anytime vehicle software configuration needs to be changed.

d. Output Requirements: All data and results produced by AVLM System functions shall be accessible for both display and printing, as well as for transfer to existing Town of Riverhead Highway Department computer systems.

e. Reports: Reports are categorized by the ability to search present and archived data by specific criteria determined by the user and manipulated within the GUI. The AVLM System shall support the creation, maintenance, tracking, and reporting of incidents relating to event occurrences for vehicles and Vehicle Operators. Reports directed to user displays shall appear the same as the corresponding report when printed. Report production shall also support storage of report output into files at a user-designated location on any accessible network file server. Report output file formats shall include a generic text format, XML, CSV, fixed width format, and PDF. Vendor is to list all available reports and if custom reports are available with approximate costs to create. The Town of Riverhead Highway Department shall have the ability to access historical vehicle location 24/7. Proposal shall include the duration of time historical data can be obtained.

f. Ability to perform accident analysis by determining vehicle speed (mph) at time of accident.

3) AVLM System Scalability

It is necessary that the system support scalability with respect to the quantities of vehicles, devices, and workstations. The system should be easily scalable over its lifetime to support additional vehicles and workstations without replacement of initially installed components, including both Hardware and software components. Any limitations of scalability including thresholds at which additional hardware will be necessary shall be noted in proposals.

4) Functional Expandability

The AVLM System shall be designed to permit the addition of new functional capabilities over its lifetime without significant replacement of existing components. Any limitations of functional expandability shall be clearly noted in technical proposals.

5) Contractor's Standard, Service-Proven Products

Except as otherwise approved by Town of Riverhead Highway Department, Contractors shall supply standard, service-proven products of computer and communication equipment manufacturers, established third-party hardware and software suppliers, and their own baseline product offerings which meet or exceed the functional requirements of this Specification.

D. Security

The supplier shall provide software security that will conform to existing Town of Riverhead security policies.

1) Access to the AVLM System shall be strictly limited to designated authorized users. Users without proper minimum authorization shall be denied access to all AVLM System functions and resources, such as file servers, printers, workstations, etc.

2) As a minimum, AVLM User authorization shall require entry of a valid username and password combination that determines a user's level of access.

3) The AVLM System shall enable the flexible partitioning of AVLM System functions for AVLM Users based upon their assigned responsibilities. AVLM Users partitioned in this manner shall not be able to access functions that are excluded from their defined partition. This may include access to the entire fleet or just portions of the fleet (determined by the system administrator).

4) Administrators shall have control over flexible partitioning organization. Flexible partitions may include but not restricted to designation by department and vehicle type. Users shall only have rights to view and receive events on vehicles in their designated user group, determined by the system administrator.

5) Each user logon and logoff shall be recorded in the historical Event log. The recorded data shall include the date and time that the logon/logoff was executed, the name of the workstation, and the identification of the user.

6) The AVLM System LAN shall be secured to prevent unauthorized use or administration of its resources from any attached node, regardless of

whether that node is running AVLM System-specific software or some other software (e.g., a general purpose Windows workstation).

7) External access to any resources of the AVLM System from the Town of Riverhead Computer Systems shall be strictly controlled to ensure that the system is not corrupted or disabled, intentionally or unintentionally, by any user of the WAN. In addition to basic user authorization, access to the AVLM System shall be further secured by enabling the System Administrator to control all access to AVLM System resources from outside nodes and sub-networks.

E. Data Collection

1) Desktop user Control

User access shall be delivered via the Microsoft Windows desktop operating system platform using Microsoft Internet Explorer or vendor's custom interface application.

2) Data Archive and Purge Requirements

The application should provide the ability to archive, purge historical data, and include a process to produce reports.

3) Documentation Deliverables

Proposals shall supply the following list of deliverable AVLM documentation in a reproducible digital format.

a. Design documentation (anything unique to Town of Riverhead)
b. Installation drawings
c. User Manuals (vehicle drivers, console users, and system administrators)
d. Training documentation
e. Testing documentation
f. Database documentation
g. Report and report generation documentation
h. System configuration
i. Hardware & Software inventory
j. Review and approval rights

4) AVLM Data Ownership

Town of Riverhead Highway Department asserts that Town of Riverhead/Town of Riverhead Highway Department retains sole ownership of all data that is acquired by the AVLM.

F. AVLM Location Data Reliability

All proposals shall include the level of global positioning accuracy and shall include the percentage of accuracy of vehicle position and speed.

1) AVLM Coverage

For GPS implementations, it is likely that there will be locations of momentary GPS signal blockage and/or distortion, especially in areas where there may be an "Urban Canyon" effect. Accordingly, the AVLM System shall include a detailed description of GPS signal loss and interference coping strategies.

2) AVLM Outages

The AVLM System shall detect and manage extended outages of AVLM position data due to loss of navigation inputs on vehicles, communications failures and other failure conditions that affect AVLM functions. All such outage conditions shall be reflected in location data presented to AVLM Users, including the AVLM map and other displays and reports. In addition, the System Administrator shall have access to detailed information concerning the cause of all AVLM outages. The AVLM System shall maintain and use the last known good position for all affected vehicles when valid location reports are not available from those vehicles. Continued operation of the AVLM System shall not be adversely impacted regardless of the number of vehicles experiencing such outages.

3) Hardware Transferability

In the event of hardware failure, software failure, or hardware transplant from one vehicle to another there shall be some clearly defined procedures to maintain the history of data from original vehicle. The system shall be capable of incorporating new hardware into a vehicle that previously contained an AVLM unit without changing the vehicle ID or starting a new database entry.

G. AVLM Map Maintenance

All functions necessary to successfully incorporate new and updated map data into the AVLM System shall be provided as part of the AVLM System. These functions shall enable the AVLM System Administrator to perform regular updates to and replacement of the AVLM base map and map overlays used by the AVLM System without requiring extensive or complex manual operating procedures and without requiring significant manual data entry.

H. Vehicle Location and Monitoring (Map-Based)

1) The AVLM System shall enable AVLM Users to view and track the current/past location and status of AVL-equipped vehicles on an interactive geographic map. Vehicle locations shall be accurately aligned with the streets on which the vehicles are operating. There shall be no visible offsetting of vehicle positions from the displayed streets. If necessary, the AVLM System shall correct for map and positional inaccuracies and automatically position the displayed vehicle symbols onto the proper streets. A vehicle's location shall be updated on the map overlay each time new vehicle position data is obtained from the vehicle. Proposals shall include proposed levels of zoom to be supplied and any related scalar limitations.

Vehicle status information conveyed by this function shall include, but not be limited to, the following information:

a. Ability to display all Town of Riverhead Highway Department vehicles on the computer screen at one time.
b. Ability to display individual User department vehicles on the computer screen at one time.
c. Ability to display and track an individual vehicle on the computer screen.
d. Ability to zoom in or out on location maps at a range of street level to regional scale using standard pan and zoom tools.
e. Ability to zoom to specified vehicles based on criteria that may be representative of current status or associative data residing in a database.
f. Display vehicle location.
g. Display vehicle direction.
h. Display vehicle speed.
i. Display vehicle idle time.
j. Ability to indicate various assigned locations.
k. Type of vehicle.
l. Vehicle ID/Name.
m. Ability to select individual vehicles or groups of vehicles.
n. Ability of map interface to auto track selected vehicles thereby keeping selected vehicles in GUI view frame.
o. Vehicles should "snap" to appropriate street.
p. Any errors logged in association with AVLM functionality.
q. Ability to Geo-fence particular areas.

r. Provide vehicle congregation reports (2 or more vehicles within 30 feet of each other for more than 5 consecutive minutes.

s. Provide address search capability to identify the closest vehicle to that address.

I. Additional Requirements

1) Warranty, Maintenance & Support

Proposal shall include and describe in detail the warranty for the AVLM system components including downtime in the event of hardware, software or system failure. Proposals should specify actions taken during such failure, any associated costs and downtime. A Critical System Failure would involve a malfunction caused by the fixed end equipment software that resulted in minimal or no access to incoming vehicle data. A Non-Critical System Failure is one that affects a small number of onboard AVLM units but does not impact the overall system functionality.

a. For the Warranty and Maintenance Period the Contractor shall furnish all services and material, including repair or replacement of the Equipment and/or Software necessary to maintain the AVLM in accordance with the above warranty provisions at no additional charge to the Town or the Contracting Party and as follows:

b. Pertaining to the real-time system the Contractor shall provide all wireless data communication services.

c. In the event that the AVLM System, or any component thereof, is inoperable or malfunctioning, having a critical impact on the Town's operation Critical System Failure, on a "24/7" basis, 365 days a year, the Contractor shall:

- Respond to the Town of Riverhead Highway Department and initiate problem resolution procedures within one (1) hour; the physical repair must begin within 24 hours.

- Provide the Town of Riverhead Highway Department with an estimate for the time to effectuate the required repair; and

- Provide the Town of Riverhead Highway Department with a problem resolution report within 7 days after each Critical System Failure is resolved.

d. In the event that the AVLM, or any component thereof, is not functioning in all respects in conformance with the Contract Documents, but is usable with no critical impact on the Highway Department's operation Non-Critical

System Failures, on a 24 hours per day, 365 days a year, the Contractor shall:

- Respond to the Town of Riverhead Highway Department and initiate problem resolution procedures within four (4) hours; and
- Provide the Town of Riverhead Highway Department with an estimate for the time to effectuate the required repair.
- Provide the Town of Riverhead Highway Department with a problem resolution report within 7 days after each Non-Critical System Failure is resolved.

e. The Contractor shall provide technical support as described in Section 8 of the Technical Specifications including a telephone "help desk," and on-line real time remote diagnostic services for the AVLM on a 24 hours per day, 365 days a year.

f. The Contractor shall perform its warranty and maintenance obligations 24 hours per day, 365 days a year at the direction of the Project Manager and in a manner that does not interfere with the Town of Riverhead Highway Department operations.

g. The repairs will be completed at the Town of Riverhead Highway Department facilities, with the work being performed between the hours of 7:30am – 3:30pm Monday - Friday. The Contractor shall maintain the AVLM System at the Town of Riverhead Highway Department facilities including providing all spare parts for all Equipment. The Contractor shall supply its own tools, training, and maintenance of the AVLM System.

h. In the event of a Critical System Failure, onsite repair may be required during non-business hours.

i. The Contractor shall advise the Town of Riverhead Highway Department of the Software developer's most current remedy (Patch, Update, Release) to correct any defect in the Software, and at the Town of Riverhead Highway Department 's discretion install such remedy to correct the Software. In addition, the Contractor shall provide all upgrades to the Software.

j. Trained service personnel shall be available to the Highway Department and any such other employee of Town designated by the Highway Superintendent sufficient to meet the Contractor's warranty and maintenance obligations. Each of Contractor's employees, agents and Subcontractors assigned to perform services hereunder shall have the proper skill training and background so as to be able to perform competently.

J. Installation

Technical proposals shall describe in detail the recommended installation and start up procedure and shall also include any related installation and maintenance costs. Installations shall be performed at locations and times approved by the Town of Riverhead Highway Department. Proposals must adhere to the following requirements:

1) The Town of Riverhead Highway Department shall have approval rights over the placement of equipment and routing of cabling for each vehicle installation.

2) The Town of Riverhead Highway Department will inspect and approve each installation.

3) Installations shall not interfere with air bag deployment or any other onboard vehicle safety equipment.

4) Contractor shall be responsible for all onboard wiring, including the wiring required for power, antennas, sensors, and the engine controller interface.

5) All wire connections shall be soldered and protected with heat shrink tubing. Butt and crimp connectors will not be accepted.

6) Power shall be obtained directly from a suitable fuseblock that is de-energized with the ignition switch off, or as determined by the Highway Superintendent for the Town of Riverhead. Taps made into any existing wire harnesses will not be accepted.

7) All wires shall be routed away from any sharp edges and be securely fastened with nylon cable ties.

8) The installation of the GPS device shall not void any OEM motor vehicle warranties.

K. Options

Provide literature, specifications along with pricing of any "value added" features that are currently available but have not been included in this specification that would benefit the operation of the Town of Riverhead

L. Contract Period

This Contract will cover the period beginning April 1, 2012 through April 1, 2015, with option to extend.

M. Option to Extend and/or Terminate Contract

This Contract may be extended for a period of (3) years, in (1) one year increments at the same prices, if agreed upon in writing by both parties within sixty (60) days of the expiration of this Contract.

The Town of Riverhead and/or Town of Riverhead Highway Department reserves the right to terminate the Contract after giving the Contractor and their surety seven days written notice if the Town feels the Contractor has not (1) completed the work in the allotted time frame specified in the Contract, (2) proceeded with the work in a safe manner, (3) abided by any of the terms and conditions of the Contract, and (4) has not provided the required data submittals or documentation within the specified amount of time.

N. Deliverables

The vendor shall supply six (6) bound copies of the proposal and (1) USB type flash drive with all documents in pdf format located on the drive.

O. Insurance Requirements

The Contractor shall not be considered "approved" until he has obtained all insurance required under this specification and such insurance has been approved by the Town (See "Instructions to Bidders" section "4" above).

Insurance coverage shall be provided by an Insurance Company licensed as an "admitted carrier" by the New York State Insurance Department and rated by "Bests" at "A-" or better, or as otherwise deemed acceptable to the Town of Riverhead.

Insurance coverage shall be evidenced by a Certificate of Insurance submitted in a form acceptable to the Office of the Town Attorney. "Acord" or other blank certificates may not be acceptable. The Town may request a letter of transmittal from the Insurance Company providing coverage indicating that the certificate is issued correctly and pursuant to their authorization.

Sixty (60) days notice of cancellation, non-renewal or reduction of coverage is required. The insuring company shall not be released from liability or obligation for its failure to notify the Town. The certificate shall not contain provisions that are limiting, including but not limited to, "endeavor to mail" or "failure to mail such notice shall impose no obligation or liability of any kind, etc." Such provisions must be eliminated on the certificate.

Contractual Liability Insurance as specified in paragraphs to follow, shall be provided to insure this agreement.

The interest of the Town of Riverhead, **as additional insured for ongoing operations, as well as, products/completed operations** and as primary insurance with no responsibility for payment of premium shall be added to all policies other than Worker's Compensation and Professional Liability. Evidence of this extension shall be by signed endorsement to the policy, such endorsement to be submitted to the Town with the applicable certificate of insurance. Mere recitation of the additional insured interest on the certificates may not be acceptable.

Coverage shall be obtained, and maintained throughout the life of the Contract as follows:

1) Automobile Liability: (If any vehicles are used by the Contractor in the performance of this Contract)

Form: Comprehensive Automobile Liability, including all owned, non-owned, and hired autos.

Limits: $1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, New York State Personal Injury Protection.

2) General Liability:

Form: Commercial General Liability (1986 ISO occurrence form or equivalent), including separate limits for Personal Injury, Products/Completed Operations.* Coverage to include Contractual Liability, general aggregate shall apply separately at each location and at each project.

Limits: $1,000,000 per occurrence/$2,000,000 general aggregate. $1,000,000 for Products/Completed Operations. $1,000,000 for Personal Injury Liability.

* Products & Completed Operations to be maintained for a period of 2 years after the completion of the project.

3) Workers' Compensation:

Form: Providing coverage to all employees in all states where operations will be performed under the terms of the Contract.

Limits: As required by the Workers' Compensation Law of the State of New York or any State or Federal body having jurisdiction over the location of operations being performed.

4) Fire Policy or Installation Coverage Floater:

The successful Bidder will also be required to furnish and maintain, at his expense, Fire Insurance, including All Risk Form, Blanket Coverage, in the name of " Town of Riverhead " for its own account and as trustee for the (named) Contractor, as interest may appear, with a limit in the amount of the Contract with the deductible not to exceed ten thousand ($10,000.00) dollars.

OR

Installation Coverage Floater in the amount of the Contract with a deductible not to exceed ten thousand ($10,000.00) dollars. Town of Riverhead to be a named insured; Faulty workmanship or materials exclusion must be deleted.

The policy is to be secured from a company that is acceptable to the Owner. The original policy must be delivered to the Owner. The Insurance Policy will be held by the Owner until this Contract is completed. At that time, and when final payment is made, it will be returned to the Contractor.

The Town will be notified of any significant impairment or exhaustion of any of the above limits at the inception of or during the Contract.

Subcontractors shall adhere to the above.

The Town is not responsible for any loss or damage whatsoever to the property of Contractor(s) or Subcontractor(s).

All certificates of insurance shall contain the following provisions:

a. Nature of work described on certificate (in case of liability or compensation certificates) shall be inclusive of work provided for under this project.

b. Location of work described shall be inclusive of the location of the work provided under this project.

c. The period of certificates shall cover the period of the work or a new certificate shall be furnished before the current certificate expires.

The Town of Riverhead shall be the sole judge in determining the acceptability of insurance requirements.

P. Indemnification

The Contractor shall defend, indemnify and save harmless, to the extent permitted by law, the Town of Riverhead, its members, officers, agents, servants, and employees against and from all suits, losses, demands, claims, payments, actions, recoveries, judgments and costs of every kind and description and from all damages to which the Town of Riverhead or any of its members, officers, agents, servants and employees may be subjected by reason of injury to any person or to the property of the Town of Riverhead or of others resulting from the performance of the Contract, or through any act or omission on the part of the Contractor or his agents, employees, servants or subcontractor(s), or through any improper or defective machinery, implements or appliances used by the Contractor, his agents, employees, servants or subcontractor(s) in the performance of the Contract, and Contractor understands and agrees that he shall defend, indemnify and save harmless, to the extent permitted by law, the Town of Riverhead, its members, officers, agents, servants and employees from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, material man or laborer who has performed work or furnished materials, in the performance of the Contract.

Q. Confidential Information

The Town of Riverhead is subject to the provisions of the New York State Freedom of Information Law ("FOIL"). Under FOIL, certain Town of Riverhead records are subject to public inspection upon request. However, trade secrets or information submitted to Town of Riverhead which if disclosed would cause substantial injury to the competitive position of a commercial enterprise may be (but are not automatically) exempt from public inspection under FOIL. If a proposal contains such information, the vendor may wish to conspicuously identify the information and request that the identified information be withheld from public inspection. Town of Riverhead shall review such requests on a case by case basis. Failure to identify such information, shall be deemed consent to public inspection of the entire proposal.

R. Contact Information

Pursuant to State Finance Law sections 139-j and 139-k, this Solicitation includes and imposes certain restrictions on communications between the Town, Town Highway Department and such other agents or employees of the Town and Bidders during the procurement process. A Bidder is restricted from making contacts (i.e., an oral, written, or electronic

communications, which a reasonable person would infer as an attempt to unduly influence the award, denial, or amendment of a contract) to any Town employee or agent unless it is a contact that is included among certain statutory exemptions as set forth in State Finance Law sections 139-j (3) (a) from issuance of the Solicitation through final award and approval of the resulting Procurement Contract by the Town (the "Restricted Period").

All communication concerning this Solicitation should be addressed to the Town Clerk of the Town of Riverhead, 200 Howell Avenue, Riverhead, NY. The Highway Department may schedule a conference with the vendor(s) prior to any award.

The Town of Riverhead reserves the right to disqualify any Bidder which makes unauthorized contacts to Town of Riverhead.

Bidders are required to complete the attached forms titled "Form of Offerer Disclosure of Prior Non-Responsibility Determination" and "Affirmation of Understanding and Compliance" and return the completed forms with your proposal.

FORM OF OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

_____

Address:_____

_____

Name and Title of Person Submitting this Form: _____

_____

Name/Title of Procurement:_____

Date:_____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law 139-j?

(Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity?

(Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:_____

Date of Finding of Non-Responsibility:_____

Basis of Finding of Non-Responsibility:_____

_____

(Add additional information on reverse if necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

(Please circle): No Yes

If yes, please provide details below:

Governmental Entity:_____

Date of Termination or Withholding of Contract:_____

Basis of Termination or Withholding:_____

_____

_____

_____

(Add additional information on reverse as necessary)

6. Has any agency, including, but not limited to, the New York State Department of Labor, found you to be in violation of, or are you currently under investigation for, failure or the alleged failure to comply with the laws, rules or regulations requiring you to pay prevailing wage and supplements for any public work you or your firm has performed, for the failure or the alleged failure to comply with the laws, rules or regulations concerning the employment of children, or the failure or alleged failure to pay wages, or unemployment insurance tax payments within the past five years?

(Please circle): No Yes

Offerer certifies that all information provided to the Town of Riverhead/Town of Riverhead Highway Department with respect to State Finance Law 129-k is complete, true and accurate.

By:_____Date: _____

Signature:_____

AFFIRMATION OF UNDERSTANDING AND COMPLIANCE

Name/Title of Procurement Contract Related to Offer:_____

_____hereby affirms that it has read and understands the Town of Riverhead guidelines regarding its policy concerning Contacts during an Town Procurement, and agrees to comply with Town of Riverhead's procedures relating to this policy during the Town of Riverhead's procurement.

Date:_____20__

Name of Officer:_____

Address:_____

_____
Name and Title of Person Signing the Affirmation

Insurance Carrier or Agent's Acknowledgment

RFP No. ____

Project Description: _____

Your Insurance Carrier or Agent must complete the Form below. You must complete the Bidder's Acknowledgment. This Form shall be returned with the Bid submission.

Insurance Agent: _____
NAME OF FIRM

Address: _____

_____

Email Address: _____

Fax No.: _____

Phone No.: _____

Please review the Town of Riverhead insurance requirements for this Contract, which are listed in the Instructions to Bidders. Confirm that you have read these specific requirements (pay particular attention to required limits) and that you are complying with them by placing a check in the appropriate box.

_____ Automobile Liability
_____ General Liability
_____ Workers' Compensation
_____ Fire Policy or Installation Coverage Floater

We have reviewed the insurance requirements set forth in the above proposed contract and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insurer pays the appropriate premium.

Dated: _____

Sign: _____
Authorized Insurance Agent or Representative

Print Name: _____

BIDDER'S ACKNOWLEDGMENT

The Bidder herein acknowledges that he/she has reviewed the insurance requirements within this Contract and has considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required as per the Contract, if awarded to the Bidder.

Sign: _____
Officer of Company

Print Name _____

(Failure To Have This Form Properly Filled Out and Signed By The Insurance Agent As Well As The Bidder May Result In Your Bid Being Considered Non-Responsive.)

IV. GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b

GROUNDS FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

a) such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,

b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Offeror's Business Name:_____

Signed by: _____

Title: _____

Date:_____

V. GENERAL MUNICIPAL LAW – SECTION 103-d

Non-Collusive Bidding Certificate

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge and belief:

(A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;

(B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;

(C) No attempt has been or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: _____

Title: _____

Date: _____

Affix corporate seal if contractor is a corporation.

VI. BIDDER QUALIFICATIONS

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

Section A.

1. Name of Offeror/Organization: _____

2. Main Office Address: _____

3. When Organized: _____

4. If a Corporation, Indicate State Incorporated In: _____

5. **NAME OF PARTNERS** **HOME ADDRESS OF PARTNERS**

(If Bidder is a FIRM, state here the name and home address of each member thereof)

_____

_____

If Bidder is a CORPORATION, complete the information below:

Name and Address of President: _____

Name and Address of Vice President: _____

Name and Address of Secretary: _____

6. Does any other contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Offeror in an amount of 5% or more? Yes/No _____

If yes, please provide:

Name: _____

Address: _____

Section B.

Provide information below regarding similar contracts held:

Organization Name:	Contact Person (Name and Phone Number):
_____	_____
_____	_____
_____	_____

Amount of Contract:	Date Completed:
_____	_____
_____	_____
_____	_____

Section C.

1. Have you ever failed to complete any contract awarded to you? Yes/No_____

2. Have you ever defaulted on a contract? Yes/No ____ If yes, state where and why:

_____

_____

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? Yes/No _____

If yes, state name of individual, other organization and reason:

_____

_____

4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No _____ If yes, state name and reason:

_____

_____

5. In what other lines of business are you financially interested?

_____

_____

6. Who will personally supervise this contract?

Name and Phone Number Title

_____

7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No _____

8. Provide names and phone numbers of local (Long Island) government references:

_____

_____

_____

9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: _____ Night: _____

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

_____

_____

_____

11. Successful Offeror shall provide the Town, at the signing of the contract, the following information:

a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.

b. Proof of financial capability and a detailed financial statement.

Section D.

(*Delete phrases that are not applicable)

I, _____ the *(applicant herein),

(an officer or agent of the corporate applicant) namely its _____,(list corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

NAME	ADDRESS	DATE OF BIRTH

_____

_____

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

NAME	RELATIONSHIP	NAME/POSITION OF EMPLOYEE/OFFICER

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

_____

Legal Name of Person/Firm/Corporation

By: _____

02.07.12
120110

ADOPTED

TOWN OF RIVERHEAD

Resolution # 110

AUTHORIZATION TO PUBLISH AND POST ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR AUTOMATED VEHICLE LOCATION AND MONITORING (AVLM) FOR TOWN OF RIVERHEAD HIGHWAY DEPARTMENT FLEET

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, The Town of Riverhead Highway Department seeks proposals for the Automated Vehicle Location and Monitoring (AVLM) for use and installation in approximately 62 vehicles designated for Highway Department use with the goal of improving response time to snowstorms and emergencies; more proactive response to adverse weather conditions; improved snowplow performance and service; more accurate and efficient operations with on-demand dispatching; better fleet and staff management; improved communications between supervisors and operators; reduction of manual data entry; and improved safety for traveling motorists and maintenance personnel; and

WHEREAS, the Town of Riverhead Highway Department is currently seeking proposals from vendors that are capable of providing a Passive or Real-Time Automated Vehicle Location and Monitoring system (AVLM) in its entirety including all hardware, software, installation, and maintenance of such a system; and

WHEREAS, the Town of Riverhead Highway Department seeks authorization to publish and post a notice to bidders for proposals for Automated Vehicle Location and Monitoring for Town of Riverhead Highway Department Fleet.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the issuance of the attached Request for Proposals for Automated Vehicle Location and Monitoring (AVLM) for Town of Riverhead Highway Department Fleet; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish and post the following public notice in the February 16, 2012 issue of the News-Review; 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 ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

NOTICE TO BIDDERS

TAKE NOTICE, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **March 15, 2012 at 11 o'clock am**, prevailing time, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for **Automated Vehicle Location and Monitoring (AVLM) for Town of Riverhead Highway Department Fleet.**

Specifications and guidelines for submission of proposals are available on the Town website at www.riverheadli.com, click on bids, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 am and 4:30 pm, Monday through Friday, beginning **February 16, 2012**.

Each proposal must be submitted in a sealed envelope clearly marked **"AUTOMATED VEHICLE LOCATION AND MONITORING (AVLM) FOR HIGHWAY DEPARTMENT FLEET"**. Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on March 15, 2012**.

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
TOWN OF RIVERHEAD
Diane M. Wilhelm, TOWN CLERK

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BY ORDER OF THE TOWN BOARD

TOWN OF RIVERHEAD

Diane M. Wilhelm, TOWN CLERK

II. INSTRUCTIONS TO BIDDERS

1. Receipt of Proposals

The Town of Riverhead Highway Department seeks proposals for the Automated Vehicle Location and Monitoring (AVLM) for use and installation in approximately 62 vehicles designated for Highway Department use with the goal improving response time to snowstorms and emergencies; more proactive response to adverse weather conditions; improved snowplow performance and service; more accurate and efficient operations with on-demand dispatching; better fleet and staff management; improved communications between supervisors and operators; reduction of manual data entry; and improved safety for traveling motorists and maintenance personnel. Proposals must be submitted per the instructions in the Notice to Bidders.

2. Preparation, and Presentation of Proposal

Bids must be contained in a sealed envelope marked "Automated Vehicle Location and Monitoring (AVLM) for Highway Department Fleet".

Bidders must provide ALL INFORMATION.

INCOMPLETE SUBMISSIONS MAY BE REJECTED!!

- If a question is not applicable, indicate by writing "N/A" in answer space.
- All Bidders Qualifications questions must be answered.
- General Municipal Law forms must be signed.
- Proposals that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected.

3. Method of Award

All proposals will be compared based on the totality of the bidder's presentation regarding the Automated Vehicle Location and Monitoring (AVLM) system (the "Project"). The Town reserves the right to award the Contract to the bidder who, in the Town's sole determination, offers a proposal that outlines the most efficient and effective plan for managing the Project in the best interests of the Town.

4. Insurance Required By The Town of Riverhead

A. Workers' compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.

B. Disability Benefits Insurance must be evidenced on a DB-102.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.

C. General Liability insurance to include bodily injury and injury to property in the amount of $1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage.

D. Professional Liability insurance to include malpractice and bodily injury and injury to property in the amount of $1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage. The Town will be named as an additional insured on the Liability policy.

This contract will not be signed by the Town's Supervisor until all required insurances are received.

5. Town's Reservation of Rights

The Town reserves all rights with respect to this RFP, including but not limited to the following:

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 this RFP or to reject all proposals if the Town determines, in its sole discretion, the best interests of the Town will be served thereby. The Town further reserves the right to reject any proposal that is, in the Town's sole discretion, determined to be incomplete, non-responsive, purports to alter any required terms or conditions of this RFP, or that contains any other irregularities.

The Town may make such investigation as the Town deems necessary to determine the responsibility of any bidder or to verify the ability of any bidder to perform the services specified herein. The Town reserves the right to reject any proposal if the information requested by the Town is not submitted as required or if the information submitted by or the investigation of any bidder fails to satisfy the Town that the bidder is responsible or is qualified and capable of carrying out the obligations of the Contract.

Upon acceptance of a proposal, the Town shall, by letter, officially notify the successful bidder of said acceptance and, prior to the award of the Contract, enter into negotiations with the successful bidder. The Town retains the right to withdraw from such negotiations with the successful bidder and to rescind its acceptance of the successful bidder's proposal should the Town be unable to conclude the negotiations within thirty (30) business days following the official notification of acceptance.

Once negotiations have been completed, the Town will pass a resolution awarding the Contract, and the successful bidder will be required to sign the Contract and provide evidence of insurance and any additional documentation required by the Town. If the successful bidder refuses, fails, or neglects to sign the Contract or to provide evidence of required insurance or any other documentation required by the Town within ten (10) business days of receipt of a Notice of Award from the Town, the bidder shall be considered to have abandoned the Contract, and the Town shall have the right to rescind the award of the Contract.

The Town shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a proposal in response to this RFP, or otherwise in connection with this RFP or its modification, postponement, or cancellation. All proposals become the property of the Town upon submission.

III. SPECIFICATIONS

1. Summary

The Town of Riverhead Highway Department is currently seeking proposals from vendors that are capable of providing a Passive ***or*** Real-Time Automated Vehicle Location and Monitoring system (AVLM) in its entirety including all hardware, software, installation, and maintenance of such a system. The Highway Department is responsible for all road maintenance, snow and ice control operations, and response to such other emergency conditions effecting the roadways within the Town of Riverhead and is continually challenged to provide a high level-of-service and improve safety and mobility while working with higher expectations from the public, and the unprecedented budget and staffing constraints. The Highway Department seeks to address these issues and improve response time to snowstorms and emergencies; more proactive response to adverse weather conditions; improved snowplow performance and service; more accurate and efficient operations with on-demand dispatching; better fleet and staff management; improved communications between supervisors and operators; reduction of manual data entry; and improved safety for traveling motorists and maintenance personnel and achieve the ultimate goal of *deliver the right type and amount of materials in the right place at the right time* by use of Passive ***or*** Real-Time Automated Vehicle Location and Monitoring system (AVLM) in the fleet of Highway Department vehicles .

The term "Offeror" as used herein shall refer to individuals, firms or organizations submitting proposals in response to this Request for Proposals (RFP). The term "Contractor" or "Provider" is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFP.

All responses received in response to this RFP will be evaluated on the criteria described herein.

PLEASE NOTE: All inquiries regarding the substantive terms or requirements of this RFP must be submitted in writing. Inquiries should be faxed to the Office of the Town Clerk, 631-727-3200 ext. 389 or fax at 631- 727-0674, and **must be received by no later than 4:30 pm: March 2, 2012**. Responses to inquiries deemed appropriate by the Town will be issued in the form of addenda to the RFP and provided to all those who request or had previously received a copy of the RFP.

Officially issued written addenda from the Town shall be the **only** authorized method for communicating the clarification or modification of the requirements of this RFP. Interested parties may contact the Town of Riverhead to verify receipt of the RFP and any addenda.

2. General Conditions

A. Prime Responsibility: The selected Contractor will be required to assume full responsibility for all services and activities offered in its/their proposal,

whether or not provided directly. Further, the Town will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

B. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable local, county, state and federal laws and regulations pertinent to this project.

C. Independent Contractor: In performance of the work, duties and obligations assumed by the Offeror, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the Town.

D. Offerors may submit alternate proposals, including technologies related to AVL/Fleet Management not identified in the specifications below. Alternate proposals shall be clearly marked as such and any cost savings to the Town.

E. The Town of Riverhead prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.

F. The Town reserves the right to reject any and all proposals; to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the Town. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of Offerors will be considered, along with other relevant factors.

G. The Town reserves the right to:

- Request clarification of any submitted information;
- Not enter into any agreement;
- Not to select any Offerors;
- Amend or cancel this process at any time;

- Interview Offerors prior to award and request additional information during the interview;
- Negotiate a multi-year contract or a contract with an option to extend the duration;
- Award more than one contract if it is in the best interest of the Town; and/or
- Issue similar RFPs in the future.

H. Qualified Offerors must be prepared to enter into a contract with the Town. The contract will incorporate many standards, terms and conditions referenced in this RFP. Portions of this RFP and the Offeror's proposal may be made part of any resultant contract and incorporated in the contract.

I. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages further detailed in "3" Subsection "O" below: Workers' compensation, Disability, Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, Professional Liability insurance to include malpractice and bodily injury and injury to property in the amount of $1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage.

J. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

3. Description of Services Required

A. Introduction/Summary

The Town of Riverhead Highway Department is currently seeking proposals from vendors that are capable of providing a Passive ***or*** Real-Time Automated Vehicle Location and Monitoring system (AVLM) in its entirety including all hardware, software, installation, and maintenance of such a system. The Town of Riverhead Highway Department desires a standard off-the-shelf AVLM system with minimum configuration changes. This proposal calls for implementing an AVLM system for use for the Town of Riverhead Highway Department vehicle fleet of approximately 62 vehicles varying in type and usage. A copy of the vehicle type, make, model are identified in Exhibit "A" annexed hereto. The desired system should not only allow the Highway Department to locate vehicles, but also allows the monitoring of vehicle speed, vehicle status, engine idle time, and other features described more fully below.

The Town of Riverhead Highway Department is seeking (3) unique and distinct proposals:

1) A full "real-time" system with the ability to collect "real-time" data from the fleet vehicles simultaneously and on a regular frequency. The data will include but not be limited to vehicle location, mileage and speed. The system shall store said data temporarily on hardware aboard the vehicle and transfer said data wirelessly. Following wireless transfer, data is to be stored in a secure database indefinitely. The user terminal shall be accessible via a web interface containing an interactive map system, tabular data display, and must include various reporting capabilities.

2) A limited "real-time" system with the ability to collect rolling "real-time" data from the 62 different vehicles, approximately every 8 weeks divided among approximately 2 groups. At any one point in time approximately 30-35 vehicles (one group) will be active and collecting real time data. The other group of vehicles will be inactive and not collecting data. At the end of each 8 week session the Town of Riverhead Highway Superintendent or his designee shall have the capability to deactivate approximately 30-35 vehicles, and reactivate 30-35 different vehicles in the second group, in a simplistic manner. All reactivation fees and other charges shall be included in the proposal. The 30-35 vehicles that are active will collect real-time data simultaneously and on a regular frequency. The data will include but not be limited to vehicle location, mileage and speed. The system shall store said data temporarily on hardware aboard the vehicle and transfer said data wirelessly. Following wireless transfer, data is to be stored in a secure database indefinitely. The user terminal shall be accessible via a web interface containing an interactive map system, tabular data display, and must include various reporting capabilities.

3) A "passive" system with the ability to collect data from approximately 62 different vehicles. The 62 vehicles that are active will record GPS data on a regular frequency. Each vehicle GPS unit shall store said data temporarily on hardware aboard the vehicle and transfer said data to a centralized location when the vehicle's GPS unit is within range of a wireless access point (WAP). The WAP shall be a standard 802.11.b Wi-Fi device. If the passive system vendor can supply the wireless access point devices, the cost for these items, as well as the specifications shall be detailed in the vendor's proposal. The vendor will install all required wireless access points. At regular intervals, the vendor will upload all data to the vendor's client server via the internet. Following transfer, data is to be stored in a secure database indefinitely. The user terminal shall be accessible via a web interface containing an interactive map system, tabular data display, and must include various reporting capabilities.

All proposals shall include specific explanations of the ability to fulfill Town of Riverhead Highway Department AVLM project needs with both Purchase and Lease Costs as well as associated monthly cost breakdown for the system components in the following categories:

a. Hardware
b. Software
c. Maintenance and support costs to be listed, 2nd and following years maintenance cost by software and hardware
d. Wireless and or data transfer fees
e. Training
f. Installation
g. Cellular activation/deactivation fees

In addition, all proposals relating to the ***passive type system*** shall include a live field demonstration for Town Highway Department review on a minimum of five (5) Town of Riverhead Highway Department vehicles for at least a two-week period, upon request. Vendor shall also supply a temporary wireless access point device and any other required equipment that is required for the live field demonstration. The vendor shall install wireless access point device.

B. Current Town of Riverhead Vehicle Fleet Operation

The Town of Riverhead Municipal Garage is responsible for maintaining the vehicle fleet. This includes purchasing, maintaining, disposing of and replacing each vehicle. The Town of Riverhead seeks to utilize the AVLM for approximately 62 vehicles most if not all of the vehicles are utility or heavy equipment vehicles. The operational territory covered by the Town of Riverhead fleet vehicles is confined to the Town of Riverhead. On occasion, Town of Riverhead Highway Department vehicles access outlying areas including Suffolk and Nassau Counties. **Note: In the event of vehicle theft, the real-time AVLM system should provide nationwide stolen vehicle tracking.* (Exhibit "A" provides vehicle make/model information).

C. AVLM System Minimum Requirements

1) AVLM Onboard Vehicle System Components, Functions and Data Activity

Listed below are minimum requirements pertaining to both the real-time system and the passive system. Vendor should indicate all product capabilities not listed that are standard to their device/system. This section outlines the minimum data collected onboard the vehicle and transmitted back to fixed end equipment. System shall be non-active with the ignition switch off to preserve life of vehicle battery. Vendor is to explain devices operation transition from active to non-active status, off hours.

a. The "GPS-Device" shall reside within each of the vehicles in the fleet and contain or interface with all onboard equipment associated with the AVLM.

b. The GPS "Device" shall be made to withstand normal equipment usage for lifespan of 5 years or more.

c. All AVLM related vehicle equipment hardware shall be mounted in such a way not to interfere with the operation of the vehicle.

d. Continuous vehicle location, including date and time

e. Ignition status

f. Speed of vehicle

g. Direction of vehicle

h. Engine idle time

i. Vehicle Identification

j. Power Take-off Engagement (PTO)

k. Polling - real-time system- Shall be user adjustable. Vendor shall indicate monthly data charges for variable polling times. In addition, the vendor shall indicate the breakpoint at which the maximum polling rate occurs with respect to lowest data rate cost. On the passive systems, vendor shall indicate available polling times and maximum amount of data records stored with-in the vehicle's onboard unit.

2) AVLM Software Functionality Requirements and Reports

The AVLM system should be a Web/Internet-based system that provides access to as many concurrent users as the fixed end software and hardware can accommodate. The desired configuration will run the AVLM application software from one central web server, which the vendor shall host, providing access to designated user/administrators within the Highway Department. The full or limited real-time system or passive system is required to provide access to approximately five end users simultaneously.

Adjustable User Parameters: The AVLM System shall support adjustable parameters that enable the designated Highway Department AVLM Users and AVLM System Administrator to configure certain system functions. Adjustments made to parameters by AVLM Users shall become effective immediately without having to restart any part of the system. It is preferable that all user-adjustable parameters be user-specific and based on a user's logon.

a. Adjustable Administrator Parameters: Adjustments made to parameters by the System Administrator are typically system-wide and may require a restart of affected system components, but shall not

require rebuilding and/or recompilation of programs, or regeneration of databases.

b. The AVLM System shall log all parameter changes.

c. System Upgrades: All ongoing software and hardware upgrades shall be included in the price of the system and the vendor shall be responsible for notification and installation of updates. The Town of Riverhead Highway Department requires "over-the-air" updating of vehicle software and configuration. It should not be necessary to visit each vehicle with a laptop anytime vehicle software configuration needs to be changed.

d. Output Requirements: All data and results produced by AVLM System functions shall be accessible for both display and printing, as well as for transfer to existing Town of Riverhead Highway Department computer systems.

e. Reports: Reports are categorized by the ability to search present and archived data by specific criteria determined by the user and manipulated within the GUI. The AVLM System shall support the creation, maintenance, tracking, and reporting of incidents relating to event occurrences for vehicles and Vehicle Operators. Reports directed to user displays shall appear the same as the corresponding report when printed. Report production shall also support storage of report output into files at a user-designated location on any accessible network file server. Report output file formats shall include a generic text format, XML, CSV, fixed width format, and PDF. Vendor is to list all available reports and if custom reports are available with approximate costs to create. The Town of Riverhead Highway Department shall have the ability to access historical vehicle location 24/7. Proposal shall include the duration of time historical data can be obtained.

f. Ability to perform accident analysis by determining vehicle speed (mph) at time of accident.

3) AVLM System Scalability

It is necessary that the system support scalability with respect to the quantities of vehicles, devices, and workstations. The system should be easily scalable over its lifetime to support additional vehicles and workstations without replacement of initially installed components, including both Hardware and software components. Any limitations of scalability including thresholds at which additional hardware will be necessary shall be noted in proposals.

4) Functional Expandability

The AVLM System shall be designed to permit the addition of new functional capabilities over its lifetime without significant replacement of existing components. Any limitations of functional expandability shall be clearly noted in technical proposals.

5) Contractor's Standard, Service-Proven Products

Except as otherwise approved by Town of Riverhead Highway Department, Contractors shall supply standard, service-proven products of computer and communication equipment manufacturers, established third-party hardware and software suppliers, and their own baseline product offerings which meet or exceed the functional requirements of this Specification.

D. Security

The supplier shall provide software security that will conform to existing Town of Riverhead security policies.

1) Access to the AVLM System shall be strictly limited to designated authorized users. Users without proper minimum authorization shall be denied access to all AVLM System functions and resources, such as file servers, printers, workstations, etc.

2) As a minimum, AVLM User authorization shall require entry of a valid username and password combination that determines a user's level of access.

3) The AVLM System shall enable the flexible partitioning of AVLM System functions for AVLM Users based upon their assigned responsibilities. AVLM Users partitioned in this manner shall not be able to access functions that are excluded from their defined partition. This may include access to the entire fleet or just portions of the fleet (determined by the system administrator).

4) Administrators shall have control over flexible partitioning organization. Flexible partitions may include but not restricted to designation by department and vehicle type. Users shall only have rights to view and receive events on vehicles in their designated user group, determined by the system administrator.

5) Each user logon and logoff shall be recorded in the historical Event log. The recorded data shall include the date and time that the logon/logoff was executed, the name of the workstation, and the identification of the user.

6) The AVLM System LAN shall be secured to prevent unauthorized use or administration of its resources from any attached node, regardless of

whether that node is running AVLM System-specific software or some other software (e.g., a general purpose Windows workstation).

7) External access to any resources of the AVLM System from the Town of Riverhead Computer Systems shall be strictly controlled to ensure that the system is not corrupted or disabled, intentionally or unintentionally, by any user of the WAN. In addition to basic user authorization, access to the AVLM System shall be further secured by enabling the System Administrator to control all access to AVLM System resources from outside nodes and sub-networks.

E. Data Collection

1) Desktop user Control

User access shall be delivered via the Microsoft Windows desktop operating system platform using Microsoft Internet Explorer or vendor's custom interface application.

2) Data Archive and Purge Requirements

The application should provide the ability to archive, purge historical data, and include a process to produce reports.

3) Documentation Deliverables

Proposals shall supply the following list of deliverable AVLM documentation in a reproducible digital format.

a. Design documentation (anything unique to Town of Riverhead)
b. Installation drawings
c. User Manuals (vehicle drivers, console users, and system administrators)
d. Training documentation
e. Testing documentation
f. Database documentation
g. Report and report generation documentation
h. System configuration
i. Hardware & Software inventory
j. Review and approval rights

4) AVLM Data Ownership

Town of Riverhead Highway Department asserts that Town of Riverhead/Town of Riverhead Highway Department retains sole ownership of all data that is acquired by the AVLM.

F. AVLM Location Data Reliability

All proposals shall include the level of global positioning accuracy and shall include the percentage of accuracy of vehicle position and speed.

1) AVLM Coverage

For GPS implementations, it is likely that there will be locations of momentary GPS signal blockage and/or distortion, especially in areas where there may be an "Urban Canyon" effect. Accordingly, the AVLM System shall include a detailed description of GPS signal loss and interference coping strategies.

2) AVLM Outages

The AVLM System shall detect and manage extended outages of AVLM position data due to loss of navigation inputs on vehicles, communications failures and other failure conditions that affect AVLM functions. All such outage conditions shall be reflected in location data presented to AVLM Users, including the AVLM map and other displays and reports. In addition, the System Administrator shall have access to detailed information concerning the cause of all AVLM outages. The AVLM System shall maintain and use the last known good position for all affected vehicles when valid location reports are not available from those vehicles. Continued operation of the AVLM System shall not be adversely impacted regardless of the number of vehicles experiencing such outages.

3) Hardware Transferability

In the event of hardware failure, software failure, or hardware transplant from one vehicle to another there shall be some clearly defined procedures to maintain the history of data from original vehicle. The system shall be capable of incorporating new hardware into a vehicle that previously contained an AVLM unit without changing the vehicle ID or starting a new database entry.

G. AVLM Map Maintenance

All functions necessary to successfully incorporate new and updated map data into the AVLM System shall be provided as part of the AVLM System. These functions shall enable the AVLM System Administrator to perform regular updates to and replacement of the AVLM base map and map overlays used by the AVLM System without requiring extensive or complex manual operating procedures and without requiring significant manual data entry.

H. Vehicle Location and Monitoring (Map-Based)

1) The AVLM System shall enable AVLM Users to view and track the current/past location and status of AVL-equipped vehicles on an interactive geographic map. Vehicle locations shall be accurately aligned with the streets on which the vehicles are operating. There shall be no visible offsetting of vehicle positions from the displayed streets. If necessary, the AVLM System shall correct for map and positional inaccuracies and automatically position the displayed vehicle symbols onto the proper streets. A vehicle's location shall be updated on the map overlay each time new vehicle position data is obtained from the vehicle. Proposals shall include proposed levels of zoom to be supplied and any related scalar limitations.

Vehicle status information conveyed by this function shall include, but not be limited to, the following information:

a. Ability to display all Town of Riverhead Highway Department vehicles on the computer screen at one time.
b. Ability to display individual User department vehicles on the computer screen at one time.
c. Ability to display and track an individual vehicle on the computer screen.
d. Ability to zoom in or out on location maps at a range of street level to regional scale using standard pan and zoom tools.
e. Ability to zoom to specified vehicles based on criteria that may be representative of current status or associative data residing in a database.
f. Display vehicle location.
g. Display vehicle direction.
h. Display vehicle speed.
i. Display vehicle idle time.
j. Ability to indicate various assigned locations.
k. Type of vehicle.
l. Vehicle ID/Name.
m. Ability to select individual vehicles or groups of vehicles.
n. Ability of map interface to auto track selected vehicles thereby keeping selected vehicles in GUI view frame.
o. Vehicles should "snap" to appropriate street.
p. Any errors logged in association with AVLM functionality.
q. Ability to Geo-fence particular areas.

r. Provide vehicle congregation reports (2 or more vehicles within 30 feet of each other for more than 5 consecutive minutes.

s. Provide address search capability to identify the closest vehicle to that address.

I. Additional Requirements

1) Warranty, Maintenance & Support

Proposal shall include and describe in detail the warranty for the AVLM system components including downtime in the event of hardware, software or system failure. Proposals should specify actions taken during such failure, any associated costs and downtime. A Critical System Failure would involve a malfunction caused by the fixed end equipment software that resulted in minimal or no access to incoming vehicle data. A Non-Critical System Failure is one that affects a small number of onboard AVLM units but does not impact the overall system functionality.

a. For the Warranty and Maintenance Period the Contractor shall furnish all services and material, including repair or replacement of the Equipment and/or Software necessary to maintain the AVLM in accordance with the above warranty provisions at no additional charge to the Town or the Contracting Party and as follows:

b. Pertaining to the real-time system the Contractor shall provide all wireless data communication services.

c. In the event that the AVLM System, or any component thereof, is inoperable or malfunctioning, having a critical impact on the Town's operation Critical System Failure, on a "24/7" basis, 365 days a year, the Contractor shall:

- Respond to the Town of Riverhead Highway Department and initiate problem resolution procedures within one (1) hour; the physical repair must begin within 24 hours.

- Provide the Town of Riverhead Highway Department with an estimate for the time to effectuate the required repair; and

- Provide the Town of Riverhead Highway Department with a problem resolution report within 7 days after each Critical System Failure is resolved.

d. In the event that the AVLM, or any component thereof, is not functioning in all respects in conformance with the Contract Documents, but is usable with no critical impact on the Highway Department's operation Non-Critical

System Failures, on a 24 hours per day, 365 days a year, the Contractor shall:

- Respond to the Town of Riverhead Highway Department and initiate problem resolution procedures within four (4) hours; and
- Provide the Town of Riverhead Highway Department with an estimate for the time to effectuate the required repair.
- Provide the Town of Riverhead Highway Department with a problem resolution report within 7 days after each Non-Critical System Failure is resolved.

e. The Contractor shall provide technical support as described in Section 8 of the Technical Specifications including a telephone "help desk," and on-line real time remote diagnostic services for the AVLM on a 24 hours per day, 365 days a year.

f. The Contractor shall perform its warranty and maintenance obligations 24 hours per day, 365 days a year at the direction of the Project Manager and in a manner that does not interfere with the Town of Riverhead Highway Department operations.

g. The repairs will be completed at the Town of Riverhead Highway Department facilities, with the work being performed between the hours of 7:30am – 3:30pm Monday - Friday. The Contractor shall maintain the AVLM System at the Town of Riverhead Highway Department facilities including providing all spare parts for all Equipment. The Contractor shall supply its own tools, training, and maintenance of the AVLM System.

h. In the event of a Critical System Failure, onsite repair may be required during non-business hours.

i. The Contractor shall advise the Town of Riverhead Highway Department of the Software developer's most current remedy (Patch, Update, Release) to correct any defect in the Software, and at the Town of Riverhead Highway Department 's discretion install such remedy to correct the Software. In addition, the Contractor shall provide all upgrades to the Software.

j. Trained service personnel shall be available to the Highway Department and any such other employee of Town designated by the Highway Superintendent sufficient to meet the Contractor's warranty and maintenance obligations. Each of Contractor's employees, agents and Subcontractors assigned to perform services hereunder shall have the proper skill training and background so as to be able to perform competently.

J. Installation

Technical proposals shall describe in detail the recommended installation and start up procedure and shall also include any related installation and maintenance costs. Installations shall be performed at locations and times approved by the Town of Riverhead Highway Department. Proposals must adhere to the following requirements:

1) The Town of Riverhead Highway Department shall have approval rights over the placement of equipment and routing of cabling for each vehicle installation.

2) The Town of Riverhead Highway Department will inspect and approve each installation.

3) Installations shall not interfere with air bag deployment or any other onboard vehicle safety equipment.

4) Contractor shall be responsible for all onboard wiring, including the wiring required for power, antennas, sensors, and the engine controller interface.

5) All wire connections shall be soldered and protected with heat shrink tubing. Butt and crimp connectors will not be accepted.

6) Power shall be obtained directly from a suitable fuseblock that is de-energized with the ignition switch off, or as determined by the Highway Superintendent for the Town of Riverhead. Taps made into any existing wire harnesses will not be accepted.

7) All wires shall be routed away from any sharp edges and be securely fastened with nylon cable ties.

8) The installation of the GPS device shall not void any OEM motor vehicle warranties.

K. Options

Provide literature, specifications along with pricing of any "value added" features that are currently available but have not been included in this specification that would benefit the operation of the Town of Riverhead

L. Contract Period

This Contract will cover the period beginning April 1, 2012 through April 1, 2015, with option to extend.

M. Option to Extend and/or Terminate Contract

This Contract may be extended for a period of (3) years, in (1) one year increments at the same prices, if agreed upon in writing by both parties within sixty (60) days of the expiration of this Contract.

The Town of Riverhead and/or Town of Riverhead Highway Department reserves the right to terminate the Contract after giving the Contractor and their surety seven days written notice if the Town feels the Contractor has not (1) completed the work in the allotted time frame specified in the Contract, (2) proceeded with the work in a safe manner, (3) abided by any of the terms and conditions of the Contract, and (4) has not provided the required data submittals or documentation within the specified amount of time.

N. Deliverables

The vendor shall supply six (6) bound copies of the proposal and (1) USB type flash drive with all documents in pdf format located on the drive.

O. Insurance Requirements

The Contractor shall not be considered "approved" until he has obtained all insurance required under this specification and such insurance has been approved by the Town (See "Instructions to Bidders" section "4" above).

Insurance coverage shall be provided by an Insurance Company licensed as an "admitted carrier" by the New York State Insurance Department and rated by "Bests" at "A-" or better, or as otherwise deemed acceptable to the Town of Riverhead.

Insurance coverage shall be evidenced by a Certificate of Insurance submitted in a form acceptable to the Office of the Town Attorney. "Acord" or other blank certificates may not be acceptable. The Town may request a letter of transmittal from the Insurance Company providing coverage indicating that the certificate is issued correctly and pursuant to their authorization.

Sixty (60) days notice of cancellation, non-renewal or reduction of coverage is required. The insuring company shall not be released from liability or obligation for its failure to notify the Town. The certificate shall not contain provisions that are limiting, including but not limited to, "endeavor to mail" or "failure to mail such notice shall impose no obligation or liability of any kind, etc." Such provisions must be eliminated on the certificate.

Contractual Liability Insurance as specified in paragraphs to follow, shall be provided to insure this agreement.

The interest of the Town of Riverhead, **as additional insured for ongoing operations, as well as, products/completed operations** and as primary insurance with no responsibility for payment of premium shall be added to all policies other than Worker's Compensation and Professional Liability. Evidence of this extension shall be by signed endorsement to the policy, such endorsement to be submitted to the Town with the applicable certificate of insurance. Mere recitation of the additional insured interest on the certificates may not be acceptable.

Coverage shall be obtained, and maintained throughout the life of the Contract as follows:

1) Automobile Liability: (If any vehicles are used by the Contractor in the performance of this Contract)

Form: Comprehensive Automobile Liability, including all owned, non-owned, and hired autos.

Limits: $1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, New York State Personal Injury Protection.

2) General Liability:

Form: Commercial General Liability (1986 ISO occurrence form or equivalent), including separate limits for Personal Injury, Products/Completed Operations.* Coverage to include Contractual Liability, general aggregate shall apply separately at each location and at each project.

Limits: $1,000,000 per occurrence/$2,000,000 general aggregate. $1,000,000 for Products/Completed Operations. $1,000,000 for Personal Injury Liability.

* Products & Completed Operations to be maintained for a period of 2 years after the completion of the project.

3) Workers' Compensation:

Form: Providing coverage to all employees in all states where operations will be performed under the terms of the Contract.

Limits: As required by the Workers' Compensation Law of the State of New York or any State or Federal body having jurisdiction over the location of operations being performed.

4) Fire Policy or Installation Coverage Floater:

The successful Bidder will also be required to furnish and maintain, at his expense, Fire Insurance, including All Risk Form, Blanket Coverage, in the name of " Town of Riverhead " for its own account and as trustee for the (named) Contractor, as interest may appear, with a limit in the amount of the Contract with the deductible not to exceed ten thousand ($10,000.00) dollars.

OR

Installation Coverage Floater in the amount of the Contract with a deductible not to exceed ten thousand ($10,000.00) dollars. Town of Riverhead to be a named insured; Faulty workmanship or materials exclusion must be deleted.

The policy is to be secured from a company that is acceptable to the Owner. The original policy must be delivered to the Owner. The Insurance Policy will be held by the Owner until this Contract is completed. At that time, and when final payment is made, it will be returned to the Contractor.

The Town will be notified of any significant impairment or exhaustion of any of the above limits at the inception of or during the Contract.

Subcontractors shall adhere to the above.

The Town is not responsible for any loss or damage whatsoever to the property of Contractor(s) or Subcontractor(s).

All certificates of insurance shall contain the following provisions:

a. Nature of work described on certificate (in case of liability or compensation certificates) shall be inclusive of work provided for under this project.

b. Location of work described shall be inclusive of the location of the work provided under this project.

c. The period of certificates shall cover the period of the work or a new certificate shall be furnished before the current certificate expires.

The Town of Riverhead shall be the sole judge in determining the acceptability of insurance requirements.

P. Indemnification

The Contractor shall defend, indemnify and save harmless, to the extent permitted by law, the Town of Riverhead, its members, officers, agents, servants, and employees against and from all suits, losses, demands, claims, payments, actions, recoveries, judgments and costs of every kind and description and from all damages to which the Town of Riverhead or any of its members, officers, agents, servants and employees may be subjected by reason of injury to any person or to the property of the Town of Riverhead or of others resulting from the performance of the Contract, or through any act or omission on the part of the Contractor or his agents, employees, servants or subcontractor(s), or through any improper or defective machinery, implements or appliances used by the Contractor, his agents, employees, servants or subcontractor(s) in the performance of the Contract, and Contractor understands and agrees that he shall defend, indemnify and save harmless, to the extent permitted by law, the Town of Riverhead, its members, officers, agents, servants and employees from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, material man or laborer who has performed work or furnished materials, in the performance of the Contract.

Q. Confidential Information

The Town of Riverhead is subject to the provisions of the New York State Freedom of Information Law ("FOIL"). Under FOIL, certain Town of Riverhead records are subject to public inspection upon request. However, trade secrets or information submitted to Town of Riverhead which if disclosed would cause substantial injury to the competitive position of a commercial enterprise may be (but are not automatically) exempt from public inspection under FOIL. If a proposal contains such information, the vendor may wish to conspicuously identify the information and request that the identified information be withheld from public inspection. Town of Riverhead shall review such requests on a case by case basis. Failure to identify such information, shall be deemed consent to public inspection of the entire proposal.

R. Contact Information

Pursuant to State Finance Law sections 139-j and 139-k, this Solicitation includes and imposes certain restrictions on communications between the Town, Town Highway Department and such other agents or employees of the Town and Bidders during the procurement process. A Bidder is restricted from making contacts (i.e., an oral, written, or electronic

communications, which a reasonable person would infer as an attempt to unduly influence the award, denial, or amendment of a contract) to any Town employee or agent unless it is a contact that is included among certain statutory exemptions as set forth in State Finance Law sections 139-j (3) (a) from issuance of the Solicitation through final award and approval of the resulting Procurement Contract by the Town (the "Restricted Period").

All communication concerning this Solicitation should be addressed to the Town Clerk of the Town of Riverhead, 200 Howell Avenue, Riverhead, NY. The Highway Department may schedule a conference with the vendor(s) prior to any award.

The Town of Riverhead reserves the right to disqualify any Bidder which makes unauthorized contacts to Town of Riverhead.

Bidders are required to complete the attached forms titled "Form of Offerer Disclosure of Prior Non-Responsibility Determination" and "Affirmation of Understanding and Compliance" and return the completed forms with your proposal.

FORM OF OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

_____

Address:_____

_____

Name and Title of Person Submitting this Form: _____

_____

Name/Title of Procurement:_____

Date:_____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law 139-j?

(Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity?

(Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:_____

Date of Finding of Non-Responsibility:_____

Basis of Finding of Non-Responsibility:_____

_____

(Add additional information on reverse if necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

(Please circle): No Yes

If yes, please provide details below:

Governmental Entity:_____

Date of Termination or Withholding of Contract:_____

Basis of Termination or Withholding:_____

_____

_____

_____

(Add additional information on reverse as necessary)

6. Has any agency, including, but not limited to, the New York State Department of Labor, found you to be in violation of, or are you currently under investigation for, failure or the alleged failure to comply with the laws, rules or regulations requiring you to pay prevailing wage and supplements for any public work you or your firm has performed, for the failure or the alleged failure to comply with the laws, rules or regulations concerning the employment of children, or the failure or alleged failure to pay wages, or unemployment insurance tax payments within the past five years?

(Please circle): No Yes

Offerer certifies that all information provided to the Town of Riverhead/Town of Riverhead Highway Department with respect to State Finance Law 129-k is complete, true and accurate.

By:_____Date: _____

Signature:_____

AFFIRMATION OF UNDERSTANDING AND COMPLIANCE

Name/Title of Procurement Contract Related to Offer:_____

_____hereby affirms that it has read and understands the Town of Riverhead guidelines regarding its policy concerning Contacts during an Town Procurement, and agrees to comply with Town of Riverhead's procedures relating to this policy during the Town of Riverhead's procurement.

Date:_____20__

Name of Officer:_____

Address:_____

_____
Name and Title of Person Signing the Affirmation

Insurance Carrier or Agent's Acknowledgment

RFP No. ____

Project Description: _____

Your Insurance Carrier or Agent must complete the Form below. You must complete the Bidder's Acknowledgment. This Form shall be returned with the Bid submission.

Insurance Agent: _____
NAME OF FIRM

Address: _____

_____

Email Address: _____

Fax No.: _____

Phone No.: _____

Please review the Town of Riverhead insurance requirements for this Contract, which are listed in the Instructions to Bidders. Confirm that you have read these specific requirements (pay particular attention to required limits) and that you are complying with them by placing a check in the appropriate box.

_____ Automobile Liability
_____ General Liability
_____ Workers' Compensation
_____ Fire Policy or Installation Coverage Floater

We have reviewed the insurance requirements set forth in the above proposed contract and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insurer pays the appropriate premium.

Dated: _____

Sign: _____
Authorized Insurance Agent or Representative

Print Name: _____

BIDDER'S ACKNOWLEDGMENT

The Bidder herein acknowledges that he/she has reviewed the insurance requirements within this Contract and has considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required as per the Contract, if awarded to the Bidder.

Sign: _____
Officer of Company

Print Name _____

(Failure To Have This Form Properly Filled Out and Signed By The Insurance Agent As Well As The Bidder May Result In Your Bid Being Considered Non-Responsive.)

IV. GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b

GROUNDS FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

a) such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,

b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Offeror's Business Name:_____

Signed by: _____

Title: _____

Date:_____

V. GENERAL MUNICIPAL LAW – SECTION 103-d

Non-Collusive Bidding Certificate

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge and belief:

(A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;

(B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;

(C) No attempt has been or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: _____

Title: _____

Date: _____

Affix corporate seal if contractor is a corporation.

VI. BIDDER QUALIFICATIONS

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

Section A.

1. Name of Offeror/Organization: _____

2. Main Office Address: _____

3. When Organized: _____

4. If a Corporation, Indicate State Incorporated In: _____

5. **NAME OF PARTNERS** **HOME ADDRESS OF PARTNERS**

(If Bidder is a FIRM, state here the name and home address of each member thereof)

_____

_____

If Bidder is a CORPORATION, complete the information below:

Name and Address of President: _____

Name and Address of Vice President: _____

Name and Address of Secretary: _____

6. Does any other contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Offeror in an amount of 5% or more? Yes/No _____

If yes, please provide:

Name: _____

Address: _____

Section B.

Provide information below regarding similar contracts held:

Organization Name:	Contact Person (Name and Phone Number):
_____	_____
_____	_____
_____	_____

Amount of Contract:	Date Completed:
_____	_____
_____	_____
_____	_____

Section C.

1. Have you ever failed to complete any contract awarded to you? Yes/No_____

2. Have you ever defaulted on a contract? Yes/No ____ If yes, state where and why:

_____

_____

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? Yes/No _____

If yes, state name of individual, other organization and reason:

_____

_____

4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No _____ If yes, state name and reason:

_____

_____

5. In what other lines of business are you financially interested?

_____

_____

6. Who will personally supervise this contract?

Name and Phone Number Title

_____

7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No _____

8. Provide names and phone numbers of local (Long Island) government references:

_____

_____

_____

9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: _____ Night: _____

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

_____

_____

_____

11. Successful Offeror shall provide the Town, at the signing of the contract, the following information:

a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.

b. Proof of financial capability and a detailed financial statement.

Section D.

(*Delete phrases that are not applicable)

I, _____ the *(applicant herein),

(an officer or agent of the corporate applicant) namely its _____,(list corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

NAME	ADDRESS	DATE OF BIRTH

_____

_____

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

NAME	RELATIONSHIP	NAME/POSITION OF EMPLOYEE/OFFICER

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

_____

Legal Name of Person/Firm/Corporation

By: _____

02.07.12
120111

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TOWN OF RIVERHEAD

Resolution # 111

AUTHORIZES THE SUPERVISER TO EXECUTE MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF SUFFOLK AND THE TOWN OF RIVERHEAD FOR FIRE, RESCUE AND EMERGENCY SERVICES

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the County maintains and operates Fire, Rescue and Emergency Services ("FRES") which was established pursuant to Suffolk County Charter Section C11-1 to provide emergency and disaster relief to residents, including fire marshal services; and

WHEREAS, the Town maintains its Fire Marshal's Office ("FMO") which provides fire marshal services to the residents of the Town; and

WHEREAS, from time to time, the Town and its FMO are in need of additional fire marshal services and resources to fulfill its obligation to provide its residents with fire marshal services; and

WHEREAS, FRES, the County and the Town have deemed it to be in the public interest to make fire marshal services and resources available to the Town on a fee for services basis, and desire to equitably set forth the means to calculate those costs and reimburse the County for same; and

WHEREAS, the Suffolk County Charter Section C11-3 authorizes FRES, upon request of a local Fire Chief or local Fire Inspector, to investigate fires and related incidents and to furnish technical assistance to fire hazard inspection forces in the County; and

WHEREAS, the parties to this agreement wish to enter into a cooperative intermunicipal agreement pursuant to Section 119 (O) of the General Municipal Law of the State of New York.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Memorandum of Agreement in substantially the form annexed hereto; and be it further

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RESOLVED, that the Town Clerk is directed to forward a copy of this resolution to Suffolk County Department of Fire, Rescue and Emergency Services, 110 Yaphank Avenue, P.O. Box 127, Yaphank, NY 11980; 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared TABLED

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MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT by and between the COUNTY OF SUFFOLK (**"County"**), acting through its duly constituted **SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES ("FRES")**, with offices located at County Bldg. 110 Yaphank Avenue, Yaphank, New York 11980, and the **TOWN OF RIVERHEAD ("Town")** and its duly constituted **FIRE MARSHAL'S OFFICE ("FMO")**, with offices located at 1295 Pulaski Street, Riverhead, New York 11901.

WHEREAS, the County maintains and operates FRES which was established pursuant to Suffolk County Charter Section C11-1 to provide emergency and disaster relief to its residents, including fire marshal services; and

WHEREAS, the Town maintains its FMO which provides fire marshal services to residents of the Town; and

WHEREAS, from time to time, the Town and its FMO are in need of additional fire marshal services and resources to fulfill its obligation to provide its residents with fire marshal services; and

WHEREAS, FRES, the County and Town have deemed it to be in the public interest to make fire marshal services and resources available to the Town on a fee for services basis, and desire to equitably set forth the means to calculate those costs and reimburse the **County** for same; and

WHEREAS, the Suffolk County Charter Section C11-3 authorizes FRES, upon request of a local Fire Chief or local Fire Inspector to investigate fires and related incidents and to furnish technical assistance to fire hazard inspection forces in the County; and

WHEREAS, the parties to this agreement wish to enter into a cooperative inter-municipal agreement pursuant to Section 119 (O) of the General Municipal Law of the State of New York; and

WHEREAS, the Suffolk County Legislature has adopted Resolution No. of 2012 which authorizes the County to enter into this Agreement; and

WHEREAS, the Town has adopted Resolution No. of 2012 which authorizes the Town to enter into this Agreement;

NOW, THEREFORE, the parties mutually agree as follows:

1. **Purpose of Agreement.**

   a. Pursuant to the terms and conditions set forth in this Agreement, and subject to the final approval of FRES, the Town shall have access to FRES fire marshal services as requested by the Town Fire Chief, or his designee, the Town Police Department, the Town Emergency Medical Services Agency, or other authorized Town Official limited to the following services:

      i. fire investigations; and
      ii. fire scene responses; and
      iii. hazardous materials incidents; and
      iv. emergency complaints and life safety issues deemed to be an emergency by the Town officials listed above.

   b. All requests for such services shall be made to FRES communications section at 631-852-4815 or 4817.Approval for such services must be made by the highest ranking duty officer of FRES before any fire marshal is dispatched. The cost to the Townfor fire marshal services set forth in paragraph 1 (a) (i), (ii), (iii) and (iv) herein shall be calculated on a fee for services basis as set forth in paragraph 5 of this Agreement.

2. **Term and Termination.**

   a. Term

   The term of this Agreement ("Term") shall commence January 1, 2012 and shall continue through December 31, 2013, unless sooner terminated as provided below with annual renewals at the County's option.

   b. Termination for Non-Payment.

   A failure by the Town to make payment for services within thirty (30) days of the submission of a voucher by the County may result in termination of this Agreement in the sole discretion of the County, provided that the Townshall be given five (5) calendar days' written notice of intent to terminate ("Notice of Intent to Terminate") delivered in accordance with Paragraph 9 herein. During such five (5) day period, the Town will be given an opportunity for consultation with the County and an opportunity to cure its failure to make timely payment for services prior to termination by the County. In the event the Town has not cured its failure to the satisfaction of the County by the end of the five (5) day period, the County may issue a written termination notice ("Termination Notice") terminating the Agreement effective immediately.

c. Termination for Convenience

The County or Town may terminate this Agreement at any time and for any other reason deemed to be in either party's best interests upon sixty (60) calendar days' written Termination Notice to the other party to the Agreement.

3. Availability and Supervision of Resources and Services.

FRES shall have sole discretion in the use of its fire marshal services and resources contemplated in this Agreement. FRES has the right to limit the availability of such fire marshal services and resources to the Town if in FRES's determination the allocation of fire marshal services requested by the Town would reduce the level of fire marshal services and resources available to the County below a level that is an acceptable minimum level of fire marshal services and resources, or for any other reason it deems appropriate. FRES shall have the sole administrative and operational oversight over FRES fire marshal resources and services provided to the Town.

4. Ownership and Operation of Equipment.

At all times, ownership and control of all FRES equipment will remain with FRES, and the ownership and control of all Townequipment will remain with the Town.

5. Method of Calculation of Costs for Fire Marshal Services.

a. The costs for FRES fire marshal services set forth in Paragraph 1 (a), (i), (ii), (iii) and (iv) herein shall be payable by the Town at the actual rate incurred by the County and as stated in the labor contract in effect on the date the services are rendered. The costs will include, but not be limited to, pay rates, health insurance costs, longevity payments, meal allowances, night differentialcosts, minimum recall costs, special assignment allowances, miscellaneous stipends, holiday pay, travel allowances, cleaning, and clothing allowances. In the event a labor contract is subsequently renewed at different rates of pay and is retroactive in scope, the County or FRES may resubmit a payment voucher to the Town and the Town shall reimburse the County at the new rate. If any fire marshal is working on overtime, the County shall be reimbursed at overtime rates.

b. The costs shall include actual retirement pension costs which are calculated using a multiplier presently of 16.10% times actual labor costs, as adjusted annually. If FRES pension costs are adjusted retroactively by the State, the County may resubmit a payment voucher to the Town and the Town shall reimburse the County for actual cost increases that are incurred by a multiplier adjustment that is applied retroactively.

c. The costs shall include social security and Medicare multiple of up to 7.65% and any subsequent increase made by federal law.

d. The charges for use of FRES motor vehiclesshall be based on $10.00 per hour, per vehicle, which the parties have determined to be a reasonable amount. Vehicle time usage will be rounded up or down to the nearest quarter hour of use, whichever is closer to the hour. The per hour rate shall be reviewed annually on January 1 of each year of this agreement, and may be subject to reasonable increase at the discretion of the County based on an increase in actual costs incurred.

e. Additional charges due to FRES for resources or services, including, but not limited to, towing, emergency services, consumables and first aid consumables shall be paid to reimburse the County for such costs as they are actually incurred by FRES.

f. The above method of calculation shall apply to any and all fire marshal services and resources rendered to the Town by the County or FRES.

6. Payment for Services.

a. The County shall prepare and present an itemized claim for payment on an approved form supplied by the Town for such purposes ("Payment Voucher"). The Payment Voucher shall be submitted to the Clerk of the Town one time per month for resources and services rendered during the preceding month. Payment by the Town shall be made within thirty (30) days of submission of the Payment Voucher by check delivered to FRES and made payable to the Suffolk County Treasurer.

b. Nothing in this Agreement shall be construed as limiting the Town's liability for payment for any fire marshal services and resources provided pursuant to this Agreement.

7. Additional Policies and Procedures.

The FRES Commissioner and the Town Supervisor are authorized and empowered to establish additional written policies and procedures to implement this Agreement; provided, however, that such policies and procedures are ministerial and do not change the substantive terms of this Agreement.

8. Indemnification.

a. The Town agrees that it shall protect, indemnify, and hold harmless the County, FRES and its officers, officials, employees, contractors, and agents

from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorney's fees, arising out of its own acts, omissions, or negligence or that of its officers, officials, employees, contractors, or agents in connection with actions undertaken pursuant to this Agreement. The Town shall defend the County, FRES and their officers, officials, employees, contractors, and agents in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any suit arising out of its acts or omissions or negligence, or those of its officers, officials, employees, contractors, or agents, if any, in connection with this Agreement.

b. Each party shall cooperate with the other in connection with the investigation, defense, or prosecution of any action, suit, or proceeding in connection with this Agreement.

c. The provisions of this Agreement shall survive the termination of this Agreement.

9. <u>Notices and Contact Persons.</u>

Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Town at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Town relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

10. <u>Entire Agreement</u>

This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or verbal) of the parties relating to the subject matter of this Agreement. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the parties or their respective officers, employees, servants, agents or independent contractors, and neither party shall have the right, power, or authority to bind the other.

11. <u>Severability.</u>

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or

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

12. Approval and Execution.

Neither party shall have any liability under this Agreement (including any extension or other amendments of this Agreement) until it is approved by its governing body and thereafter fully executed.

13. No Intended Third Party Beneficiaries.

This Agreement shall not be construed to accrue to the benefit of any third party.

14. Gratuities.

The Town represents and warrants that it has not offered or given any gratuity to any official, employee, or agent of Suffolk County, or New York State, or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 664 of the Suffolk County Code).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date this Agreement is last executed by the parties hereto.

TOWN OF RIVERHEAD

By: _____
Sean Walter
Supervisor, Town of Riverhead

Date: _____

COUNTY OF SUFFOLK

By: _____

Deputy County Executive

Date: _____

APPROVED AS TO LEGALITY

DENNIS M. COHEN
SUFFOLK COUNTY ATTORNEY

By: _____
Randy S. Nissan
Assistant County Attorney

Date: _____

APPROVED:
SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

By: _____
Joseph F. Williams
Commissioner

Date: _____

RECOMMENDED:

By: _____
Edward K. Springer
Chief County Fire Marshal

Date: _____

State of New York)
) ss:
County of Suffolk)

On this ____ day of _____, 2012, before me, the undersigned, a notary public in and for the State of New York, personally appeared_____, 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 insrrument 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 whose behalf of which the individual acted, executed the instrument.

_____
Notary Public

State of New York)
) ss:
County of Suffolk)

On this ____ day of _____, 2012, before me, the undersigned, a notary public in and for the State of New York, personally appeared_____, 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 insrrument 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 whose behalf of which the individual acted, executed the instrument.

_____
Notary Public

02.07.12
120112

ADOPTED

TOWN OF RIVERHEAD

Resolution # 112

AUTHORIZES THE SUPERVISER TO EXECUTE MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF SUFFOLK AND THE TOWN OF RIVERHEAD FOR HORTON AVENUE HAZARD MITIGATION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the County maintains and operates a Department of Public Works which was established pursuant to Suffolk County Charter §8-1 to provide supervision of the design (including the preparation of the plans and specifications), maintenance, repair and cleaning of such items as highways; roads; streets; buildings or other property and lands under the jurisdiction of the County; and

WHEREAS, the Department of Public Works pursuant to Suffolk County Charter §8-6 may perform engineering services and other services for any town within the County in relation to the public works of such town; and

WHEREAS, in addition to the above, the Department of Public Works pursuant to Suffolk County Charter §C8-2 is authorized to make application or participate in applications for federal aid, grants and any other form of financing related to field of transportation; and

WHEREAS, the County maintains and operates FRES which was established pursuant to Suffolk County Charter §11-1 to provide emergency and disaster relief to residents, including securing, through appropriate federal and state agencies for various county departments and local municipalities usable federal surplus and excess property and equipment, and securing and processing requests for federal and state financial assistance for declared state of emergencies within the county and act as coordinating agency in the processing and submission of disaster claims and assistance requested by all local political subdivisions; and

WHEREAS, the Town maintains and operates a Police Department, Highway Department, Engineering Department and such other departments and divisions charged with responsibility to respond to disasters and ensure the safety of the residents of the Town of Riverhead; and

WHEREAS, in March of 2010, eastern Long Island, New York, particularly the Town of Riverhead, was plagued by torrential rains resulting in severe and devastating flooding (See Major Federal Disaster Declaration FEMA-1899-DR-NY); and

WHEREAS, the torrential rains, severe flooding, together with storm water runoff from adjacent lands to the location of Horton Avenue, Riverhead, New York resulted in severe damage to the infrastructure, damage and destruction of homes (cracked foundations, mold, ...) requiring evacuation of residents by Town agencies and the Red Cross; and

WHEREAS, twelve homes on a cluster of nine properties on Horton Avenue experienced severe damage as a result of flooding relating to the March 2010 federally declared disaster (DR-1899) rendering the homes uninhabitable and pursuant to the grant application filed by the Town of Riverhead these homes are proposed for acquisition and demolition such that storm water retention facilities may be constructed on the sites of these homes; and

WHEREAS, an estimated twelve homes located on and near Horton Avenue that experienced significant damage as a result of flooding relating to the March 2010 federally declared disaster (DR-1899) are expected to experience reduced frequency and severity of flooding as a result of the stormwater improvements proposed in the grant application; and

WHEREAS, Horton Avenue, Middle Road and Osborne Avenue, in the immediate vicinity of the homes above, were closed due to flood and pumping of stormwater during the March 2010 disaster, as well as previous flood events and it is anticipated that these road segments will experience reduced frequency and severity of flooding as a result of the stormwater improvements proposed in the grant application; and

WHEREAS, through a coordinated and unified effort between the County of Suffolk and Town of Riverhead to provide assistance and relief to residents displaced from their homes, address the drainage and issues related to stormwater runoff, and improve and repair damage to infrastructure, the Town made application to NYS Office of Emergency Management for financial assistance, and

WHEREAS, in order to facilitate, manage, and adhere to the NYS Office of Emergency Management grant requirements, the County of Suffolk and Town of Riverhead wish to enter into a cooperative inter-municipal agreement pursuant to Section 119 (O) of the General Municipal Law of the State of New York setting forth the "match" of funds to be provided by the respective governments to demonstrate financial feasibility of the project and allocation of resources to complete the different phases of the project; and

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Memorandum of Agreement in substantially the form annexed hereto; and be it further

RESOLVED, that the Town Clerk is directed to forward a copy of this resolution to Suffolk County Attorney, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, NY 11788, Department of Public Works, 335 Yaphank Avenue, Yaphank, NY 11980, Department of Fire, Rescue and Emergency Services, 110 Yaphank Avenue, P.O. Box 127, Yaphank, NY 11980; Police Department for the Town of Riverhead, attention: Chief Hegermiller; Engineering Department and Highway 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 copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT by and between the COUNTY OF SUFFOLK (**"County"**), acting through its duly constituted **SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS AND SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES (**"**FRES**"**)**, with offices located at County Bldg. 110 Yaphank Avenue, Yaphank, New York 11980, and the **TOWN OF RIVERHEAD (**"**Town**"**)** and its duly constituted **POLICE DEPARTMENT**, with offices located at 210 Howell Avenue, Riverhead, New York 11901.

WHEREAS, the County maintains and operates a Department of Public Works which was established pursuant to Suffolk County Charter §8-1 to provide supervision of the design (including the preparation of the plans and specifications), maintenance, repair and cleaning of such items as highways; roads; streets; buildings or other property and lands under the jurisdiction of the County; and

WHEREAS, the Department of Public Works pursuant to Suffolk County Charter §8-6 may perform engineering services and other services for any town within the County in relation to the public works of such town; and

WHEREAS, in addition to the above, the Department of Public Works pursuant to Suffolk County Charter §C8-2 is authorized to make application or participate in applications for federal aid, grants and any other form of financing related to field of transportation; and

WHEREAS, the County maintains and operates FRES which was established pursuant to Suffolk County Charter §11-1 to provide emergency and disaster relief to residents, including securing, through appropriate federal and state agencies for various county departments and local municipalities usable federal surplus and excess property and equipment, and securing and processing requests for federal and state financial assistance for declared state of emergencies within the county and act as coordinating agency in the processing and submission of disaster claims and assistance requested by all local political subdivisions; and

WHEREAS, the Town maintains and operates a Police Department, Highway Department, Engineering Department and such other departments and divisions charged with responsibility to respond to disasters and ensure the safety of the residents of the Town of Riverhead; and

WHEREAS, in March of 2010, eastern Long Island, New York, particularly the Town of Riverhead, was plagued by torrential rains resulting in severe and devastating flooding (See Major Federal Disaster Declaration FEMA-1899-DR-NY); and

WHEREAS, the torrential rains, severe flooding, together with storm water runoff from adjacent lands to the location of Horton Avenue, Riverhead, New York resulted in severe damage to the infrastructure, and damage of homes (cracked foundations, mold, ...) requiring evacuation of residents by Town agencies and the Red Cross; and

WHEREAS, twelve homes on a cluster of nine properties on Horton Avenue experienced severe damage as a result of flooding relating to the March 2010 federally declared disaster (DR-1899) rendering the homes uninhabitable and pursuant to the grant application filed by the Town of Riverhead these homes are proposed for acquisition and demolition such that storm water retention facilities may be constructed on the sites of these homes; and

WHEREAS, an estimated additional twelve homes located on and near Horton Avenue that experienced significant damage as a result of flooding relating to the March 2010 federally declared disaster (DR-1899) are expected to experience reduced frequency and severity of flooding as a result of the stormwater improvements proposed in the grant application; and .

WHEREAS, Horton Avenue, Middle Road and Osborne Avenue, in the immediate vicinity of the homes above, were closed due to flood and pumping of stormwater during the March 2010 disaster, as well as previous flood events and it is anticipated that these road segments will experience reduced frequency and severity of flooding as a result of the stormwater improvements proposed in the grant application; and

WHEREAS, through a coordinated and unified effort between the County of Suffolk and Town of Riverhead to provide assistance and relief to residents displaced from their homes, address the drainage and issues related to stormwater runoff, and improve and repair damage to infrastructure, the Town made application to NYS Office of Emergency Management for financial assistance, and

WHEREAS, in order to facilitate, manage, and adhere to the NYS Office of Emergency Management grant requirements, the County of Suffolk and Town of Riverhead wish to enter into a cooperative inter-municipal agreement pursuant to Section 119 (O) of the General Municipal Law of the State of New York setting forth the tasks to be performed by the County as and for the County's assistance and contribution to the Town's "match" of funds required to demonstrate financial feasibility of the project and allocation of resources to complete the different phases of the project; and

WHEREAS, the Suffolk County Legislature has adopted Resolution No. which authorizes the County to enter into this Agreement; and

WHEREAS, the Town has adopted Resolution No. of which authorizes the Town to enter into this Agreement;

NOW, THEREFORE, the parties mutually agree as follows:

1. Purpose of Agreement.

The purpose of this agreement is to enter into an agreement by and between the County, through the Department of Public Works and FRES, and the Town of Riverhead, through the Police Department, Engineering Department and Highway Department, to facilitate, manage and adhere to Hazard Mitigation Grant Program and its requirements relating to the proposed acquisition, structure demolition and stormwater management activities, hereinafter referred to as the "project".

2. Term

The term of this Agreement ("Term") shall commence upon execution and shall continue until completion of the project activities described in detail below and as set forth in the grant application and related documents filed with the NYS Office of Emergency Management.

3. Project Location & Description

A. Project Location

The project location is within the Town of Riverhead and the area targeted for proposed acquisition, structure demolition and flood hazard mitigation encompasses a community and roadways situated on and adjacent to Horton Avenue, Riverhead, just north of the intersection of Middle Road, Town of Riverhead, New York. Pursuant to a 1981 Feasibility Study for Construction of Stormwater Management Facilities at Horton Avenue a large block of properties were to be purchased and converted to a recharge basis-all of which is consistent with and made part of the proposed project plan. In addition, while storm water improvements were made in the 1980's the flooding of this area has continued such that a portion of the project will address surface and groundwater flooding by construction of drainage and storm water facilities designed to mitigate the flood hazard in the Horton Avenue area and thereby reduce or eliminate the potential for future damage, including physical damage, loss of function and emergency management costs in this area.

B. Project Description

In consideration of the County and Town's mutual desire to provide and secure assistance for residents impacted by the March 2010 federally declared disaster (DR-1899) and address flooding and storm water issues plaguing this area, the County and the Town agree as follows:

i. The Town shall prepare and be responsible for all costs related to the development of the grant application, including but not limited to, expenses related to development of grant application materials, i.e. retaining expert to prepare benefit cost analysis.

ii. The Town, through the Office of the Town Attorney, shall retain an appraiser to determine costs estimates for the nine properties containing twelve homes targeted for acquisition and demolition to reflect the value of the land and structures prior to the March 2010 disaster and associated flooding.

iii. The Town, through the Office of the Town Attorney, shall be responsible for managing the acquisition activities, including securing Title, recording of all transfer documents.

iv. The Town, through the Engineering Department, shall perform all design and permitting activities related to the stormwater construction phase of the proposed project and provide a cost analysis related to design and permitting activities and project inspection activities in relation to the stormwater construction project proposed in the application.

v. The Town will use town personnel and town equipment to construct the proposed upland stormwater improvements and wetlands.

vi. The County shall provide all demolition and debris removal services as an in-kind contribution to the project at no cost to the Town or change to the Hazard Mitigation Grant program for the demolition of each of the 12 structures proposed for acquisition. The demolition and debris removal services shall include but shall not be limited to asbestos abatement, demolition of foundations, removal of utilities, and excavation to necessary depth and related activities necessary and related to construction of wetlands proposed under this project.

vii. The County shall provide all labor, materials and equipment to perform the services identified in provision "3(B)(vi)" set forth above.

4. <u>Project Supervision</u>

A. The Chief of Police for the Town of Riverhead shall have oversight regarding all aspects and all phases related to implementation and completion of all phases of the project, including but not limited to, supervision of activities of the designated project manager for each and all phases of the project; intergovernmental coordination with Suffolk County for the purpose of the demolition and removal of structures; interdepartmental coordination with Engineering and Town Attorney as applicable to the project; and coordination with homeowners. As the project is expected to require significant investment of staff time to provide for necessary coordination with homeowners, Suffolk County and internal resources needed to advance the project on the timeline provided the Town may allocate a staff position to manage daily activities for the duration of this project.

B. Notwithstanding the above, the County and Town agree that employees shall remain employees of the County or Town, as the case may be, at all times. The employees designated by the County or Town to participate and provide labor shall continue under the command and control of their regular supervisors. The County and Town shall be responsible for its own employees' wages, benefits and similar obligations. If applicable, the County and Town shall provide for the payment of workers compensation and death benefits to the personnel of its own jurisdiction.

5. Post Project Inspection

The project requires that the upland swales be inspected twice a year to ensure that the check dams are operating effectively to allow sediments to settle out of stormwater as it travels downstream. The Town, through the Engineering and/or Highway Department, shall be responsible for the removal of sediment from the upstream side of the check dam to ensure that they are working as efficiently as possible and the constructed wetlands will be inspected annually to ensure they are functioning properly and erosion shall be remediated as required.

6. Records

The County and Town shall prepare reports as may be required under the grant itemizing all hours, material, equipment and such other resources utilized to complete the tasks identified in provision "Project Description" set forth above.

7. Additional Policies and Procedures

The Commissioner of Public Works and the Police Chief for the Town of Riverhead are authorized and empowered to establish additional written policies and procedures to implement this Agreement; provided, however, that such policies and procedures are ministerial and do not change the substantive terms of this Agreement.

8. Indemnification

A. To the extent permitted by law, each party agrees that it shall protect, indemnify and hold harmless the other and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of and resulting from the acts or omissions or the negligence of the other party in connection with the services described or referred to in this Agreement. Each party shall defend the other and its officers, officials, employees, agents and other persons in any suit, including appeals, or at a party's option, pay reasonable attorneys' fees for defense of any such suit arising out of the acts or omissions or negligence of the

other party, its officers, officials, employees, or agents, if any, in connection with the services described or referred to in this Agreement.

i. Each party shall cooperate with the other in connection with the investigation, defense, or prosecution of any action, suit, or proceeding in connection with this Agreement.

ii. The provisions of this Agreement shall survive the termination of this Agreement.

B. The County and Town, by entering into this agreement, have not waived any governmental immunity or limitation of damages which may be extended by operation of law.

9. <u>Insurance</u>

The County and Town shall each either maintain commercial comprehensive general liability policies or shall maintain self-insured liability loss exposures.

10. <u>Subcontractors</u>

A. To the extent that the County or Town retains the services of a subcontractor to assist or perform any task or portion thereof identified in the project (See provision 3(b) above), the County and Town agree that all such subcontractors, in connection with the work performed for the County or Town related to this Agreement, procure, pay the entire premium for and maintain throughout the term of the Agreement, insurance amounts and types equal to the following:

i. Commercial General Liability insurance, including contractual coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence per bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

ii. Automobile Liability insurance in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand ($100,000) for property damage per occurrence.

iii. Workers' Compensation and Employer's Liability Insurance in compliance with all applicable New York State laws and regulations and Disability Benefits Insurance if required by law and shall have furnished to the County prior to execution of this Agreement the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220

of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless the Town subcontractor (s)

provide(s) and maintains coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

C. The County and/or Town shall require its subcontractors to furnish the County or Town the Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance and County and Town shall be named as an additional insured and the subcontractor shall furnish a Declaration Page and endorsement page evidencing the County and Town as an addition insured on said policy.

11. Notices and Contact Persons

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: **1.)** to County at the Department and **2.)** to Town at the address indicated on the first page of this Agreement, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Town relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788 and all notices received by the County relating to a legal claim shall be immediately sent to the Office of the Town Attorney, 200 Howell Avenue, Riverhead, New York 11901. The County and Town shall report to the County or Town, as the case may be, in writing within five (5) days of the initiation by or against it of any legal action or proceeding in connection with or relating to this Agreement.

12. Independent Contractor

It is expressly agreed that the status of the Town and the County hereunder are that of independent contractors. Neither the Town nor any person hired by the Town shall be considered employees of the County for any purpose whatsoever. Likewise, neither the County nor any person hired by the County shall be considered employees of the Town for any purpose whatsoever.

13. Conflicts of Interest

The governmental entities, County and Town, shall not, during the term of the Agreement, pursue a course of conduct which would cause a reasonable person to believe that he or she is

likely to be engaged in acts that create a substantial conflict between its obligations under the Agreement and its private interests. The County and Town are charged with the duty to disclose

the existence of any such adverse interests, whether existing or potential. This duty shall continue for the term of the Agreement. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney and/or Town Attorney for the Town of Riverhead after full disclosure is obtained.

14. Confidentiality

Any document of the County, or any document created by the Town and used in rendering services pursuant to this Agreement, shall remain the property of the respective government entity and shall be kept confidential in accordance with applicable laws, rules, and regulations

15. Assignment of Agreement

The County and Town shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its right, title or interest herein, or its power to execute this Agreement to any other person or corporation without the prior consent in writing, and any attempt to do any of the foregoing without such consent shall be of no effect.

16. Severability

It is expressly agreed that if any term or provision of this Agreement and any amendment hereto, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement and any amendment hereto, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

17. Entire Agreement

This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or verbal) of the parties relating to the subject matter of this Agreement. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the parties or their respective officers, employees, servants, agents or independent contractors, and neither party shall have the right, power, or authority to bind the other.

18. Modification of Agreement

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

19. No Intended Third Party Beneficiaries.

This Agreement shall not be construed to accrue to the benefit of any third party.

20. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

21. Approval and Execution.

Neither party shall have any liability under this Agreement (including any extension or other amendments of this Agreement) until it is approved by its governing body and thereafter fully executed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date this Agreement is last executed by the parties hereto.

TOWN OF RIVERHEAD

By: _____
Sean Walter
Town Supervisor

Date: _____

COUNTY OF SUFFOLK

By: _____

County Executive

Date: _____

APPROVED AS TO LEGALITY:
TOWN OF RIVERHEAD

By: _____
Annemarie Prudenti
Deputy Town Attorney

APPROVED AS TO LEGALITY:
COUNTY OF SUFFOLK

By: _____

Date: _____

Date: _____

APPROVED:
RIVERHEAD POLICE DEPARTMENT

By: _____
David J. Hegermiller
Chief of Police

Date: _____

APPROVED:
SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

By: _____
Joseph F. Williams
Commissioner

Date: _____

APPROVED:
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS

By: _____

Date: _____

02.07.12
120113

ADOPTED

TOWN OF RIVERHEAD

Resolution # 113

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH WILLIAM P. MC CANN TO PROVIDE RECONCILIATION & ANALYSIS SERVICES FOR THE TOWN OF RIVERHEAD

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead, by and through the Office of the Financial Administrator, requested proposals for professional services to provide reconciliation & analysis services of the Town's Trust & Agency accounts; and

WHEREAS, the Financial Administrator represents to the Town Board that William P. McCann has the requisite skill and knowledge to perform all tasks necessary for reconciliation & analysis and recommends that the Town enter into a professional services agreement with William P. McCann for such services; and

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead authorizes the Supervisor to execute a professional services agreement in substantially the same form as annexed hereto which includes confidentiality provisions related to access to Town computer systems and such other systems related to the reconciliation and analysis of the Town's Trust & Agency Accounts; and

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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ of January , 2012 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and William P. McCann, with a principal place of business at 108 Long Island Avenue, Yaphank,, NY 11980 (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services related to reconciliation & analysis of a host of trust and agency accounts, including but not limited to, Justice Court Fees, Workers Compensation Refunded FICA, and Recreational Awards & Prices. See Exhibit "A" List of Accounts by Title attached hereto and made a part hereof. The reconciliation & analysis will include reconciliation of all requested accounts for a period not less than six years identifying any and all differences which may exist within the designated account over said period of time. Note, the Town, by written request of the Financial Administrator, may extend the six year period set forth above. (Note, provided the services do not exceed the limitations set forth in the "Payment" provision set forth in paragraph three below no "change" or "change order" described in paragraph 10 "Changes" shall apply to extending the period of time (# of years) subject to review, reconciliation & analysis. Consultant shall prepare a spread sheet identifying the open reconciliation items and all open reconciling items with be reviewed for potential offsetting difference in a Contra account. Consultant shall review all documentation provided by the Town to attempt to resolve the item or categorize the item for further review by the Town. Consultant shall provide project updates as requested by the Town.

The Office of the Financial Administrator shall provide Consultant with such records, documents and/or access to systems and related equipment required to perform the services identified above subject to: The Office of the Financial Administrator shall be required to notify the Office of the Town Attorney of the records, documents (by type) and access to systems that Consultant requires to perform the services at lease one day prior to any grant of access. In the event the Town Attorney determines access is not appropriate or recommends access be limited or restricted, Consultant shall be notified that access is denied or provided such limited or restricted access as recommended by the Town Attorney. (See paragraph six "Confidentiality") .

2. TERM OF AGREEMENT

Agreement shall commence upon the execution of same and terminate upon completion. Consultant and Town estimate that all services related to the reconciliation & analysis shall be completed within approximately six months from the date of this agreement. It is understood and agreed that access to the requisite documents and/or systems is a key component to timely completion of the scope of services.

3. PAYMENT

For these services Town of Riverhead will pay Consultant the following fee: $40.00 per hour. It is anticipated that the fee for all services described above (six year analysis of all identified funds) shall not exceed $6,500.00 (estimated cost for services). To the extent the Financial Administrator determines that it is appropriate to expand the scope of the services, i.e. reconciliation & analysis for 10, 15 or 20+ year period of time, and such additional services/hourly rate exceed the estimated cost for services beyond $6500.00, the services provided shall be authorized up to and not to exceed $10,000.00 without a change order and/or resolution as set forth in paragraph 10 titled "Changes". The Town shall require the submission of documentation, including time records, identifying the services provided and report on the reconciliation & anabasis of each fund. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for the services identified in paragraph one. It is agreed and understood that this agreement for payment of services does not include reimbursement for any out of pocket expenses and the Town shall not have any liability related to same.

4. RIGHTS TO DOCUMENTS OR DATA

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

5. CONFIDENTIALITY

The Town and Consultant agree that Consultant will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon approval by the Office of the Town Attorney-written confirmation that it is appropriate for Consultant to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.

6. PUBLICITY

Consultant shall not; without the prior written consent of Town, in any manner advertise or publish the fact that Town has entered into this Agreement with Consultant without consent of the Town. (Authorization by letter) Consultant shall not, without the prior written consent of the Town, provide, release or make available for inspection any documents, data, written material of

any kind without the prior written consent of at least three members of the Town board or by resolution of the Town Board.

7. 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.

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

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

10. CHANGES
As set forth in paragraphs #1 and #3 above, all assignments will be determined and assigned by Town, through the Financial Administrator. The Town, by written request of the Financial Administrator may at any time, by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement and/or Letters of Engagement provided such services are within the general scope of this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice, except as provided in paragraph three "Payment" of this agreement. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of at least three members of the Town Board or resolution of the Town Board. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

11. NOTICES
Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Bill Rothaar,
200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to William P. McCann, 108 Long Island Avenue, Yaphank, NY 11980.

12. COMPLIANCE WITH LAWS
Consultant shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Agreement. Consultant will notify Town immediately if Consultant's work for Town becomes the subject of a government audit or investigation. Consultant will promptly notify Town if Consultant is indicted, suspended or debarred. Consultant represents that Consultant has not been convicted of fraud of any other

felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder, Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. Consultant may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Consultant's professional and technical discipline.

13. INSURANCE, INDEMNITY AND LIABILITY

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

14. CONFLICT OF INTEREST

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

15. 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.

16. DISPUTES

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

any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

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

TOWN OF RIVERHEAD

_____

By:

William P. McCann

_____

By:

02.07.12
120114

ADOPTED

TOWN OF RIVERHEAD

Resolution # 114

EXTENDS BID CONTRACT FOR DISPOSAL OF TOWN OF RIVERHEAD MUNICIPAL SOLID WASTE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, pursuant to Resolution #128 adopted by the Town Board on February 15, 2011, the Town of Riverhead awarded the bid for Disposal of Municipal Solid Waste to Eastern Resource Recycling, Inc. for the amount of $62.72 per ton; and

WHEREAS, the Town of Riverhead wishes to extend the contract with Eastern Resource Recycling, Inc. for an additional 90 days from this date to allow the Town the requisite time to complete the bid process, to wit: public notice, review of bids, and finally, award the bid to the successful bidder for the disposal of Municipal Solid Waste; and

WHEREAS, Eastern Resource Recycling, Inc. has agreed to extend the contract for an additional 90 days from this date subject to the same terms and conditions set forth in the original contract.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the extension of the contract with Eastern Resource Recycling, Inc. for Disposal of Municipal Solid Waste for an additional 90 days from this date for the bid amount of $62.72 per ton; 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120115

ADOPTED

TOWN OF RIVERHEAD

Resolution # 115

APPOINTS THE LAW FIRM SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI AS SPECIAL COUNSEL IN THE MATTER F1 LONG ISLAND V. PHIL CARDINALE, BARBARA BLASS, THE TOWN OF RIVERHEAD, THE TOWN BOARD OF THE TOWN OF RIVERHEAD, ET AL. (FEDERAL) and LEIBOWITZ, F1 LONG ISLAND V. TOWN OF RIVERHEAD, ET AL. (STATE) AND AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT REGARDING SAME

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead, Town Board of the Town of Riverhead, et al. have been named as defendants in two actions commenced by F1 LONG ISLAND; and

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

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

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

RESOLVED, that the Supervisor is hereby authorized to execute the attached retainer agreement and the Town Clerk is hereby directed to forward a copy of this resolution and executed agreement to Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, NY; 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 - ABSTAIN Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

DCT/resolutions/initial legal action/appoint special counsel

RETAINER AGREEMENT

AGREEMENT made this ____ day of February 2012, by and between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (hereinafter the Town), and Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901 (hereinafter the Firm), pursuant to Resolution # _____ of the Town Board adopted on February 7, 2012 as follows:

1. The Town retains the Firm to provide the legal services described in said resolution.

2. The Town agrees to pay the Firm at an hourly rate of $175 an hour for partners; $175 an hour for associates and $85 an hour for paralegals.

3. The Town shall reimburse the Firm for actual disbursements.

TOWN OF RIVERHEAD

By:_____
Sean Walter
Town Supervisor

Smith, Finkelstein, Lundberg,
Isler and Yakaboski, LLP

By:_____
FRANK A. ISLER

02.07.12
120116

ADOPTED

TOWN OF RIVERHEAD

Resolution # 116

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

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead has been named a defendant in an action commenced by FIELD DAY; and

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

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

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

RESOLVED, that the Supervisor is hereby authorized to execute the attached retainer agreement and the Town Clerk is hereby directed to forward a copy of this resolution and executed agreement to Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, NY; 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 ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

RETAINER AGREEMENT

AGREEMENT made this ____ day of February 2012, by and between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (hereinafter the Town), and Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901 (hereinafter the Firm), pursuant to Resolution # _____ of the Town Board adopted on February 7, 2012 as follows:

1. The Town retains the Firm to provide the legal services described in said resolution.

2. The Town agrees to pay the Firm at an hourly rate of $175 an hour for partners; $175 an hour for associates and $85 an hour for paralegals.

3. The Town shall reimburse the Firm for actual disbursements.

TOWN OF RIVERHEAD

By:_____
Sean Walter
Town Supervisor

Smith, Finkelstein, Lundberg,
Isler and Yakaboski, LLP

By:_____
FRANK A. ISLER

02.07.12
120117

ADOPTED

TOWN OF RIVERHEAD

Resolution # 117

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Board of the Town of Riverhead has been named a defendant in an action commenced by M-GBC, LLC; and be it further

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

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

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

RESOLVED, that the Supervisor is hereby authorized to execute the attached retainer agreement and the Town Clerk is hereby directed to forward a copy of this resolution and executed agreement to Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, NY; 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 ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

RETAINER AGREEMENT

AGREEMENT made this ____ day of February 2012, by and between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (hereinafter the Town), and Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901 (hereinafter the Firm), pursuant to Resolution # _____ of the Town Board adopted on February 7, 2012 as follows:

1. The Town retains the Firm to provide the legal services described in said resolution.

2. The Town agrees to pay the Firm at an hourly rate of $175 an hour for partners; $175 an hour for associates and $85 an hour for paralegals.

3. The Town shall reimburse the Firm for actual disbursements.

TOWN OF RIVERHEAD

By:_____
Sean Walter
Town Supervisor

Smith, Finkelstein, Lundberg,
Isler and Yakaboski, LLP

By:_____
FRANK A. ISLER

02.07.2012
120118

ADOPTED

TOWN OF RIVERHEAD

Resolution # 118

RESOLUTION AND CONSENT APPROVING THE DEDICATION OF A HIGHWAY KNOWN AS HONEY LANE (OSBORNE ACRES)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

At a regular meeting of the Town Board of the Town of Riverhead, in the County of Suffolk, State of New York, held at 200 Howell Avenue, Riverhead, New York on the 7th day of February, 2012.

PRESENT:

Hon. Sean M. Walter, Supervisor
John Dunleavy, Councilperson
James Wooten, Councilperson
George Gabrielsen, Councilperson
Jodi Giglio, Councilperson

_____X

In the Matter of the Dedication of A Certain Highway in the Town of Riverhead, County of Suffolk and State of New York, Known as

HONEY LANE

RESOLUTION AND CONSENT

_____X

WHEREAS, a certain subdivision map was filed in the Office of the Clerk of the County of Suffolk, known as "Osborne Acres", Town of Riverhead, County of Suffolk, State of New York, filed on June 18, 2007 as File No. 11532 in the Office of the Clerk of Suffolk County, Riverhead, New York; and

WHEREAS, plans for the construction of various improvements to said road known and designated as **HONEY LANE** was submitted to the Planning Board of the Town of Riverhead; and

WHEREAS, the Town Board of the Town of Riverhead did approve performance security as to form, sufficiency, manner of execution and surety; and

WHEREAS, said road, drainage systems, sumps and other improvements have been completed in accordance with the plans and specifications of the Town of Riverhead Planning Board; and

WHEREAS, the construction of said road, drainage systems, sumps and other improvements have met with the approval of the Superintendent of Highways of the Town of Riverhead; and

WHEREAS, a copy of the Order Laying Out Road Upon Consent of Owner(s) from the Superintendent of Highways indicating his consent is annexed hereto and made a part hereof; and

WHEREAS, a street dedication search from Advocate's Abstract, Inc., as authorized agent for Stewart Title Insurance Company, Title Number SS# ADV-9813-S, dated December 7, 2011, has been filed with the Clerk of the Town of Riverhead, together with a deed of dedication and release affecting said roads, drainage systems, sumps and/or other improvements.

NOW THEREFORE BE IT RESOLVED, that in accordance with the provisions of Section 171 of the Highway Law of the State of New York, consent be and the same is hereby given that the Superintendent of Highways of the Town of Riverhead, make an order laying out a certain road known as **HONEY LANE,** said Town roads to consist of the land described in the deed of dedication dated the 16th day of November, 2011 and to extend same as delineated therein; and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead is hereby directed to forthwith cause such deed of dedication to be recorded in the Office of the Clerk of the County of Suffolk, and upon its return, to attach it hereto; and be it further

RESOLVED, that the maintenance bond (Suffolk County National Bank Irrevocable Letter of Credit No. 111222 has been received, reviewed, and approved by the Town Attorney as to form and that the Town Clerk is hereby directed to release any and all previously submitted performance bonds/security upon adoption of this resolution by the Town Board; and be it further

RESOLVED, that letters of intent of non-renewal/cancellation from the financial institution issuing said maintenance bond shall be sent at least 60 days prior to the renewal/cancellation date, via certified mail, to the Office of the Town Attorney, 200 Howell Avenue, Riverhead, New York, 11901; and be it further

RESOLVED, that this resolution shall take effect immediately; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Osborne Acres, LLC, P.O. Box 534, Wading River, NY, 11792 and Suffolk County National Bank, 4 West Second Street, PO Box 9000, Riverhead, NY, 11901, Attn: David T. DeVito, Sr., V.P.; 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.

Dated: Riverhead, New York
February 7, 2012

TOWN BOARD OF THE
TOWN OF RIVERHEAD

_____
SEAN M. WALTER

_____
JOHN DUNLEAVY

_____
JAMES WOOTEN

_____
GEORGE GABRIELSEN

_____
JODI GIGLIO

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

_____X

In the Matter of the Laying Out of Certain Highways in the Town of Riverhead, County of Suffolk and State of New York, known as

HONEY LANE

_____X

ORDER LAYING OUT ROAD UPON CONSENT OF OWNER(S)

WHEREAS, application having been duly made for the laying out of a certain Town highway in the Town of Riverhead, County of Suffolk, State of New York, known as **HONEY LANE,** for the lands through which the highway is proposed to be opened having been given and the Town Board of the Town of Riverhead having given its consent.

NOW THEREFORE, I, the Superintendent of Highways of the Town of Riverhead, County of Suffolk, State of New York, do hereby determine and order that the Town highway shall be and the same is hereby laid out in said Town as more particularly described on SCHEDULE "A" annexed hereto.

Dated: Riverhead, New York
November 16, 2011

GEORGE WOODSON, Superintendent
Town of Riverhead Highway Department

SS# ADV-9813-S

SCHEDULE A - DESCRIPTION

ALL that certain piece or parcel of land with improvements thereon situate, lying and being at Riverhead, Town of Riverhead, County of Suffolk and State of New York, designated as Honey Lane, Map of Osborn Acres at Riverhead, New York, Map No. 11532, filed 6/18/2007;

BEGINNING at a point along the easterly side of Osborn Avenue said point being 2,097.66 feet southerly from the intersection of the southerly side of Reeves Avenue with the easterly side of Osborn Avenue;

THENCE along the arc of a curve to the left with a radius of 40.00 feet and a length of 62.83 feet to a point;

THENCE North 38 degrees 39 minutes 06 seconds East, 120.00 feet to a point;

THENCE along the arc of a curve to the right with a radius of 801.36 feet and a length of 380.68 feet to a point;

THENCE along the arc of a curve to the left with a radius of 40.00 feet and a length of 31.99 feet to a point;

THENCE along the arc of a curve to the right with a radius of 60.00 feet and a length of 288.01 feet to a point;

THENCE along the arc of a curve to the left with a radius of 40.00 feet and a length of 34.59 feet to a point;

THENCE along the arc of a curve to the left with a radius of 746.36 feet and a length of 350.33 feet to a point;

THENCE South 38 degrees 39 minutes 06 seconds West 120.00 feet to a point;

THENCE along a curve to the left with a radius of 40.00 feet and a length of 62.83 feet to a point along the easterly side of Osborn Avenue;

THENCE along the easterly side of Osborn Avenue North 51 degrees 20 minutes 50 seconds West 135.00 feet to the point and place of **BEGINNING.**

FOR CONVEYANCING ONLY: Together with all right, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

02.07.12
120119

ADOPTED

TOWN OF RIVERHEAD

Resolution # 119

APPOINTS THE LAW FIRM SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI AS SPECIAL COUNSEL IN THE MATTERS RIVERHEAD PARK CORP. V. PHIL CARDINALE, GEORGE BARTUNEK, BARBARA BLASS, LEROY BARNES, DAWN C. THOMAS AND THE TOWN OF RIVERHEAD (federal case) AND THE TOWN OF RIVERHEAD V. RIVERHEAD PARK CORP. (state case). AND AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT REGARDING SAME

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead, Phil Cardinale, George Bartunek, Barbara Blass, Leroy Barnes and Dawn C. Thomas have been named as defendants in an action commenced by RIVERHEAD PARK CORP., and are plaintiffs in the action commenced by the TOWN against RIVERHEAD PARK CORP.; and

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

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

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

RESOLVED, that the Supervisor is hereby authorized to execute the attached retainer agreement and the Town Clerk is hereby directed to forward a copy of this resolution and executed agreement to Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, NY; 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

RETAINER AGREEMENT

AGREEMENT made this ____ day of February 2012, by and between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (hereinafter the Town), and Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901 (hereinafter the Firm), pursuant to Resolution # _____ of the Town Board adopted on February 7, 2012 as follows:

1. The Town retains the Firm to provide the legal services described in said resolution.

2. The Town agrees to pay the Firm at an hourly rate of $175 an hour for partners; $175 an hour for associates and $85 an hour for paralegals.

3. The Town shall reimburse the Firm for actual disbursements.

TOWN OF RIVERHEAD

By:_____
Sean Walter
Town Supervisor

Smith, Finkelstein, Lundberg,
Isler and Yakaboski, LLP

By:_____
FRANK A. ISLER

02.07.12
120120

ADOPTED

TOWN OF RIVERHEAD

Resolution # 120

APPOINTS THE LAW FIRM SMITH, FINKELSTEIN, LUNDBERG, ISLER AND YAKABOSKI AS SPECIAL COUNSEL IN THE MATTERS TOWN OF RIVERHEAD WATER DISTRICT V. PITTSBURGH TANK AND TOWER AND AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT REGARDING SAME

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead Water District are plaintiffs in the action TOWN OF RIVERHEAD WATER DISTRICT against PITTSBURG TANK AND TOWER.; and

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

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

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

RESOLVED, that the Supervisor is hereby authorized to execute the attached retainer agreement and the Town Clerk is hereby directed to forward a copy of this resolution and executed agreement to Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, NY; 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 ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

RETAINER AGREEMENT

AGREEMENT made this ____ day of February 2012, by and between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (hereinafter the Town), and Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901 (hereinafter the Firm), pursuant to Resolution # _____ of the Town Board adopted on February 7, 2012 as follows:

1. The Town retains the Firm to provide the legal services described in said resolution.

2. The Town agrees to pay the Firm at an hourly rate of $175 an hour for partners; $175 an hour for associates and $85 an hour for paralegals.

3. The Town shall reimburse the Firm for actual disbursements.

TOWN OF RIVERHEAD

By:_____
Sean Walter
Town Supervisor

Smith, Finkelstein, Lundberg,
Isler and Yakaboski, LLP

By:_____
FRANK A. ISLER

02.07.12
120121

ADOPTED

TOWN OF RIVERHEAD

Resolution # 121

AUTHORIZES THE RELEASE OF SITE PLAN SECURITY OF JENENNE LOCKWOOD (Peconic Holdings – Robert Stevenot)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Jenenne Lockwood posted HSBC Check No. 125 in the amount of Ten Thousand Dollars ($10,000.00) in connection with Riverhead Planning Board Resolution #2010-51 dated September 28, 2010, for the construction of a 9,100 sq. ft. one story structure to contain warehousing and wholesale/retail uses upon property located at 188 Kroemer Avenue, Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-119-1-27.1, pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction, the Planning Department is satisfied with the site requirements, and Certificate of Occupancy #24464 has been issued.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned security in the sum of Ten Thousand Dollars ($10,000.00); and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Jenenne Lockwood, 131 Pinto Lane, Ormond, FL, 32174; 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
1200122

ADOPTED

TOWN OF RIVERHEAD

Resolution # 122

RELEASES CERTIFICATE OF DEPOSIT OF RICHARD OLIVO IN CONNECTION WITH THE SUBDIVISION ENTITLED, "MAP OF SHADE TREE ACRES – SECTION 1" (ONE YEAR MAINTENANCE BOND)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #833 adopted on November 3, 2010, the Riverhead Town Board accepted the offer of dedication of the roads and drainage area(s) in the subdivision entitled, "Map of Shade Tree Acres – Section 1"; and

WHEREAS, in accordance with the aforementioned resolution, Sylvia Olivo posted Capital One Bank f/k/a North Fork Bank Certificate of Deposit #4130029970 in the amount of $65,333.00 representing a one-year maintenance bond; and

WHEREAS, by memorandum from Vincent A. Gaudiello. P.E. dated January 12, 2012, and confirmation from both the Highway Department and Water District, it has been determined that the improvements within said subdivision appear in satisfactory condition and it is further recommended that the one-year maintenance bond may now be released.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby releases Capital One Bank f/k/a North Fork Bank Certificate of Deposit #4130029970 in the amount of $65,333.00 representing the one-year maintenance bond posted in connection with the subdivision entitled, "Map of Shade Tree Acres – Section 1"; and be it further

RESOLVED, that the Town Clerk is hereby authorized to release the aforementioned certificate of deposit; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Richard Olivo, 285 Route 25A, Rocky Point, New York, 11778, 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 ☒Yes ☐No
Walter - ABSTAIN
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120123

ADOPTED

TOWN OF RIVERHEAD

Resolution # 123

RELEASES CERTIFICATE OF DEPOSIT(S) OF RICHARD OLIVO IN CONNECTION WITH THE SUBDIVISION ENTITLED, "MAP OF SHADE TREE ACRES – SECTION 2" (ONE YEAR MAINTENANCE BOND)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, by Resolution #834 adopted on November 3, 2010, the Riverhead Town Board accepted the offer of dedication of the roads and drainage area(s) in the subdivision entitled, "Map of Shade Tree Acres – Section 2"; and

WHEREAS, in accordance with the aforementioned resolution, Richard Olivo posted Capital One Bank f/k/a North Fork Bank Certificate of Deposits #4130029889 in the amount of $56,646.27 and #4130029707 in the amount of $6,686.73, representing a one-year maintenance bond; and

WHEREAS, by memorandum from Vincent A. Gaudiello. P.E. dated January 12, 2012, and confirmation from both the Highway Department and Water District, it has been determined that the improvements within said subdivision appear in satisfactory condition and it is further recommended that the one-year maintenance bond may now be released.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby releases the above referenced Certificates of Deposit totaling the amount of $65,333.00, representing the one-year maintenance bond posted in connection with the subdivision entitled, "Map of Shade Tree Acres – Section 2"; and be it further

RESOLVED, that the Town Clerk is hereby authorized to release the aforementioned certificate of deposit; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Richard Olivo, 285 Route 25A, Rocky Point, New York, 11778, 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 ☒Yes ☐No
Walter - ABSTAIN
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120124

ADOPTED

TOWN OF RIVERHEAD

Resolution # 124

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR SNACK VENDORS FOR THE TOWN OF RIVERHEAD

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the February 16th 2012 issue of the News Review and;

NOW THEREFORE BE IT RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed bids for **2012 SNACK VENDOR SERVICES FOR THE TOWN OF RIVERHEAD at each of the following locations:** East Creek Marina Concession Stand; Iron Pier Concession Stand; Stotzky Park (Skate Park inclusive)Wading River Beach; Police Officer's Memorial Park ;Reeves Beach; Horton Avenue Pocket Park; 2 Bears Pocket Park; Unity Pocket Park; Grangebel Park and Millbrook Pocket park will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on MARCH 15, 2012.

(Individual or all locations may be bid on.)

Bid packets, including Specifications, may be obtained on the website at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

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

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted in a sealed envelope bearing the designation BIDS FOR 2012 SNACK VENDOR SERVICES.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

02.07.12
120125

ADOPTED

TOWN OF RIVERHEAD

Resolution # 125

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

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead, Richard Ehlers and Dawn C. Thomas have been named as defendants in an action commenced by SOUNDVIEW ASSOCIATES; and

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

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

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

RESOLVED, that the Supervisor is hereby authorized to execute the attached retainer agreement and the Town Clerk is hereby directed to forward a copy of this resolution and executed agreement to Law Firm of Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, NY; 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 ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

DCT/resolutions/initial legal action/appoint special counsel

RETAINER AGREEMENT

AGREEMENT made this ____ day of February 2012, by and between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (hereinafter the Town), and Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901 (hereinafter the Firm), pursuant to Resolution # _____ of the Town Board adopted on February 7, 2012 as follows:

1. The Town retains the Firm to provide the legal services described in said resolution.

2. The Town agrees to pay the Firm at an hourly rate of $175 an hour for partners; $175 an hour for associates and $85 an hour for paralegals.

3. The Town shall reimburse the Firm for actual disbursements.

TOWN OF RIVERHEAD

By:_____
Sean Walter
Town Supervisor

Smith, Finkelstein, Lundberg,
Isler and Yakaboski, LLP

By:_____
FRANK A. ISLER

02.07.12
120126

ADOPTED

TOWN OF RIVERHEAD

Resolution # 126

APPROVES CHAPTER 90 APPLICATION OF VAIL LEAVITT
(A Live Musical Entertainment – June 16th and 17th, 2012)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on January 17, 2012, Vail Leavitt submitted a Chapter 90 Application for the purpose of conducting an event entitled, "A Live Musical Entertainment" to be held at the Peconic Riverfront, Riverhead, New York, to include craft sales, a food court, carnival rides and live musical entertainment in the parking lot to be held on Saturday, June 16th, 2012 between the hours of 12:00 noon and 7:00 p.m. and Sunday, June17th, 2012 between the hours of 12:00 noon and 10:00 p.m.; and

WHEREAS, Vail Leavitt has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617.6(b); and

WHEREAS, the Town Board of the Town of Riverhead has declared itself "Lead Agency" in accordance with 6 NYCRR 617; and

WHEREAS, Vail Leavitt has requested that this event be exempt from Chapter 46 of the Riverhead Town Code entitled, "Alcohol Consumption"; and

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

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

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

RESOLVED, that the Chapter 90 Application for the purpose of conducting an event entitled "A Live Musical Entertainment" to be held at the Peconic Riverfront, Riverhead, New York, to include craft sales, a food court, carnival rides and live musical entertainment in the parking lot on the aforementioned dates and times, is hereby

approved; and be it further

RESOLVED, that approval for this event shall be subject to the following:

- Receipt of required Suffolk County Department of Health permit(s), including the food handling permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s); and be it further
- **Receipt of a Certificate of Insurance naming the Town of Riverhead as an additional insured, containing limits acceptable to the Riverhead Town Board, no later than May 1, 2012; and be it further**

RESOLVED, that Chapter 46 entitled "Alcoholic Beverages" is deemed to be waived for the service of alcoholic beer during the event in or at locations by licensed alcohol service providers to be determined prior to the commencement of the event; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes this event to be exempt from Chapter 86 entitled, "Noise Control" of the Riverhead Town Code; and be it further

RESOLVED, that any tent installations, including the obtainment of any necessary tent permits, and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State and the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

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

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

RESOLVED, that employees of the Riverhead Buildings and Grounds Department, the Riverhead Police Department, the Riverhead Highway Department, the Sanitation Department and the Riverhead Fire Marshal Office are hereby authorized to utilize overtime expenditures to ensure the necessary public safety and security in connection with this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Council for Vail-Leavitt Music Hall, 18 Peconic Avenue, Box 147, Riverhead, NY, 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 copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ABSTAIN Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

G:\020712\126 - TA VailLevitt2012 res.doc

02.07.12
120127

TABLED

TOWN OF RIVERHEAD

Resolution # 127

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH NEW YORK & ATLANTIC RAILWAY COMPANY TO USE RAILROAD TRACK AND RAIL INFRASTRUCTURE AT EPCAL AND CONDUCT FREIGHT RAIL OPERATIONS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on February 11, 2010, the Town Board adopted Resolution No. 111 entitled, "Awards Calverton Rail Access Rehabilitation Contract" that awarded the construction bid for the rehabilitation of the railroad track and rail infrastructure (the "subject track") at Calverton Enterprise Park above mentioned project to Railroad Construction Co., Inc.; and

WHEREAS, the above mentioned project for the rehabilitation of the subject track at Calverton Enterprise Park has been completed and the Town Board of the Town of Riverhead wishes to enter into an agreement for the operation of freight rail upon the subject track.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute an Agreement with New York & Atlantic Rail in substantially the form attached hereto; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Steven M. Polan, Esq., Manatt, Phelps & Phillips, LLP, 7 Times Square, New York, New York 10036; New York & Atlantic Railway Company, 68-01 Otto Road, Glendale, New York 11385; the Community Development Agency Director and 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 copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared TABLED

TABLED

NEW YORK & ATLANTIC RAILWAY COMPANY

OPERATING AGREEMENT

This Operating Agreement ("**Agreement**"), made as of this __th day of _____, 2011 (the "**Effective Date**"), by and between the **New York & Atlantic Railway Company**, located at 68-01 Otto Road, Glendale, NY 11385 ("**Railroad**"), and the **Town of Riverhead** and the **Town of Riverhead Community Development Agency** (collectively the "**Town**"), with an office located at 200 Howell Avenue, Riverhead, NY 11901.

WHEREAS the Town has acquired certain easements for railroad purposes in the property called EPCAL, located in Suffolk County, New York (the "**Property**");

WHEREAS the Town owns, leases or desires to construct and rehabilitate the railroad track and rail infrastructure (as further described below, the **"Subject Track"**) on the Property, that connects or will connect with the Long Island Rail Road ("**LIRR**") at or near milepost 63.6;

WHEREAS pursuant to the Transfer Agreement (the "**Transfer Agreement**") between LIRR and Southern Empire State Railroad Company (now called New York & Atlantic Railway), dated November 18, 1996, as amended, Railroad is the exclusive freight railroad operating on the LIRR and, therefore may conduct freight operations on the LIRR rail line at its connection with the Subject Track;

WHEREAS the Town and Railroad desire that the Subject Track be used for rail freight operations to enhance future development of the Property;

AND WHEREAS the parties have agreed that such Subject Track shall be subject to the terms, covenants and conditions hereinafter described.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 "**Clearance Point**" means the location near the switch where the Subject Track connects to the LIRR rail line at or about 14.5 feet from the center-line of the nearest track on the LIRR rail line.

1.2 "**Exhibit A**" means the insurance schedule marked Exhibit A that is attached hereto and which forms part of this Agreement.

1.3 **"Exhibit B"** means the plan marked Exhibit B that is attached hereto depicting the Subject Track and identifying Points A, B, and C and which forms part of this Agreement.

1.4 "**Exhibit C**" means the documents attached hereto evidencing the Town's real property rights and interests, public authority and permission, including applicable permits, necessary for the construction, maintenance and operation of the Subject Track.

1.5 "**FRA**" means the Federal Railroad Administration or any successor.

1.6 "**Hazardous Materials**" means (i) "hazardous substance" as defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, and any regulations promulgated thereunder, each as it may be in effect from time to time, (ii) "hazardous materials" as defined under the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 *et seq.*, and any regulations

promulgated thereunder, each as it may be in effect from time to time, (iii) "hazardous waste" as defined under New York Environmental Conservation Law Section 27-0901 *et seq.* and any regulations promulgated thereunder, each as it may be in effect from time to time, (iv) "hazardous substance" as defined under the Clean Water Act, 33 U.S.C. Section 1321 and any regulations promulgated thereunder, each as it may be in effect from time to time, (v) "Petroleum" as defined in N.Y. Environmental Conservation Law § 15.0514, and any regulations promulgated thereunder, each as it may be in effect from time to time, (vi) asbestos, (vii) polychlorinated biphenyls, and (viii) any other substance regulated by federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

1.7 "**Point A**" identifies the beginning of the Subject Track at the point of the switch on the LIRR rail line.

1.6 "**Point B**" identifies the Clearance Point from the switch on the LIRR rail line.

1.7 "**Point C**" identifies the end of the Subject Track.

1.8 "**Subject Track**" means the entire track or tracks which comprise the Subject Track (Points A and C identify the extreme limits) and includes turnouts, track, Track Materials, ballast, sub-ballast, crossing materials, crossing protection apparatus, signals, circuitry, fencing, structures such as culverts, bridges and retaining walls, land improvements or alterations required to accommodate the track such as cuts, embankments and ditches, and the land occupied and required to accommodate all the features of the Subject Track including the foregoing to the extent of Town's interest therein pursuant to the documents attached hereto as Exhibit C.

1.9 "**Track Materials**" means and includes rails, rail anchors, fastenings, spikes, switch materials, derails, bumping posts, the plates and track and switch ties.

ARTICLE 2 - PROVISION OF SUBJECT TRACK AND SECURING OF RIGHT OF WAY

2.1 The Town grants to the Railroad the right to operate on the Subject Track in accordance with the terms set forth in this Agreement. The Town represents that it has no knowledge of any fact or circumstance that would impair Town's rights granted pursuant to the documents attached hereto as Exhibit C with respect to the Subject Track.

2.2 The Town represents that, except as set forth on Exhibit C, it has no knowledge of any fact or circumstance that would impair Town's rights granted pursuant to the documents attached hereto as Exhibit C with respect to the ability of additional customers to connect to the Subject Track, and the Town shall diligently make good faith efforts to maintain or acquire any such rights necessary to allow said connections to the Subject Track, provided that such efforts shall be at no cost or expense to Town.

2.3 In the event that, in the reasonable opinion of Railroad, such rights as conveyed to Railroad pursuant to this Agreement are not sufficient for Railroad to conduct rail freight operations on the Subject Track or for the ability of additional customers to connect to the Subject Track, Railroad shall provide written notice of same to the Town, and the Town may, in its sole discretion, elect to remedy such conditions at its expense. In the event the Town elects not to remedy such conditions, Railroad may, as its sole remedy

(but without limiting any remedies Railroad may have with respect to any breach by Town of this Agreement), terminate this Agreement upon thirty (30) days prior written notice to the Town.

2.4 Except to the extent such obligation is expressly assumed by Railroad hereunder, the Town shall strictly comply with all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction (collectively, "**Laws**"), including, without limitation, those pertaining to environmental matters relating to the ownership of the Subject Track.

2.5 If any roadway within the Property is or will be crossed or otherwise affected by the Subject Track, the Town shall be responsible for securing the approval of the party or agency with jurisdiction and for any improvements required in connection with such approval.

2.6 The Town shall have sole responsibility for the maintenance and repair of the pedestrian crossing located between Point B and River Road. Except to the extent caused by Railroad's negligence or wilful misconduct, the Town shall be solely liable for any claims, demands, awards, actions and proceedings by whomsoever made, brought or prosecuted, for injuries, as well as those resulting in death, or for damage to or destruction of third party property arising from the use of the crossing.

2.7 Except as set forth in this Article 2 and Section 3.1, Railroad acknowledges and agrees that the Subject Track is being delivered hereunder on an "as is/where is" basis, subject to Railroad's acceptance pursuant to Section 3.2.

ARTICLE 3 – CONSTRUCTION, MAINTENANCE AND OWNERSHIP

3.1 The Town, at its own expense, shall complete the following work:

a) necessary and appropriate grading and drainage for the Subject Track;

b) rehabilitation of the Subject Track to FRA Class I standards; and

c) furnish routine inspections on an ongoing basis of any active warning devices (*i.e.*, crossing signals) present at the Subject Track. Additionally, the Town will be responsible to respond to any grade crossing active warning device failures that may occur. Any work required to be performed on the active warning devices shall be done by the Town at the Town's own expense.

3.2 Town shall provide Railroad with written notice of the Town's completion of the work identified in Section 3.1, and Railroad shall have the right to inspect such work within thirty (30) days after the receipt of such notice. Within thirty (30) days following such thirty (30) day inspection period, Railroad shall provide the Town with written notice advising whether Railroad accepts the Subject Track as industrial trackage as is, or detailing the reasons why the Town's work is not acceptable. The Town may, in its sole discretion, elect to remedy such conditions at its expense and provide Railroad with written notice of its completion thereof. Railroad shall have the right to re-inspect such work within thirty (30) days after the receipt of such notice, and shall provide the Town with written notice of Railroad's acceptance or rejection of the work within thirty (30) days following such thirty (30) day re-inspection period. In the event the Town elects not to perform any work described in this Section 3.2, Railroad may, as its sole remedy (but

without limiting any remedies Railroad may have with respect to any breach by Town of this Agreement), terminate this Agreement upon thirty (30) days prior written notice to the Town.

3.3 Upon Railroad's acceptance of the Subject Track pursuant to Section 3.2, but subject to the terms and conditions of Section 3.4, Railroad shall maintain the Subject Track in good repair and condition to FRA Class I standards and in accordance with applicable FRA regulations as required to ensure good and safe operation on the Subject Track without charge to the Town.

3.4 Railroad acknowledges and agrees that the Town has not made any representations or assurances with respect to the volume of business that Railroad will or may have in the exercise of the rights granted herein during the term of this Agreement. Notwithstanding the foregoing, if Railroad determines in its sole discretion that after a period of three (3) years the volume of freight rail traffic on the Subject Track or on privately owned industry tracks which connect to the Subject Track is insufficient for its business purposes, Railroad may, as its sole remedy (but without limiting any remedies Railroad may have with respect to any breach by Town of this Agreement), terminate this Agreement upon thirty (30) days prior written notice to the Town. In the event the Agreement is terminated pursuant to this Section 3.4, the Town shall indemnify the reasonable out-of-pocket costs and expenses incurred by Railroad in defending against a complaint of a customer receiving service from the Railroad on the Subject Track to the Surface Transportation Board, provided and solely to the extent that such complaint directly concerns the Railroad's failure to provide common carrier service due to the Railroad's termination of this Agreement pursuant to this Section 3.4. Such indemnification obligation shall be subject to and conditioned upon the Railroad including in all contracts or agreements for service on the Subject Track an express waiver by the customer of any complaint, claim, or other action for specific performance, costs, expenses, damages, or any other remedy (including without limitation any remedy that might otherwise be available by order of the Surface Transportation Board) on account of Railroad's failure to provide common carrier service due to termination of this Agreement.

3.5 The Town shall own the Subject Track subject to the operating rights of Railroad granted herein. The Town shall not assess any taxes on Railroad on account of Railroad's rights as an operator of the Subject Track pursuant to this Agreement. In the event any taxes or assessments are lawfully levied or assessed by any other public authority against the Subject Track, Town and Railroad shall confer regarding a mutually acceptable allocation of such taxes or assessments as between the parties, and if the parties are unable to determine a mutually acceptable allocation, then either party may, as its sole remedy (but without limiting any remedies such party may have with respect to any breach by the other party of this Agreement), terminate this Agreement upon thirty (30) days prior written notice to the other party.

ARTICLE 4 - ALTERATIONS

4.1 Should LIRR make such changes in the track to which the Subject Track connects, in railway structures or facilities, or in the characteristics of the engines and other equipment to be operated on the Subject Track, as would in the reasonable opinion of

Railroad necessitate the moving, alteration or strengthening of the Subject Track in whole or in part, or should orders or regulations issued by the FRA, Surface Transportation Board or other authority having jurisdiction in relation thereto necessitate the moving, alteration or strengthening of the Subject Track in whole or in part, Railroad shall provide reasonably detailed written notice to the Town, and the Town may, in its sole discretion, elect to perform such work at its expense and under the supervision of Railroad. In the event the Town elects not to perform such work, Railroad may, as its sole remedy (but without limiting any remedies Railroad may have with respect to any breach by Town of this Agreement), terminate this Agreement upon thirty (30) days prior written notice to the Town.

4.2 Railroad shall not make modifications to the Subject Track or the Property without the Town's prior written approval, which shall not be unreasonably withheld.

ARTICLE 5 - USE

5.1 Railroad shall have the exclusive right, free of charge, to use the Subject Track for railway purposes and the movement of freight, subject to the terms and conditions of this Agreement, and in accordance with the rules and regulations of LIRR and applicable Laws. Railroad shall provide rail service to customers consistent with Railroad's obligations pursuant to 49 U.S.C. section 10741 and other applicable regulations and requirements of the Surface Transportation Board. Notwithstanding anything to the contrary set forth herein, Railroad shall not assert that the jurisdiction of the Surface Transportation Board, if any, extends to pre-empt any land use or zoning Laws applicable to the Subject Track and/or the Property.

ARTICLE 6 - CLEARANCES

6.1 The Town shall, in the provision or alteration (if any) by or on behalf of Town of the Subject Track and of any building or other structure erected or to be erected by or on behalf of Town over the Subject Track or on adjoining lands, observe and fully comply with all the Laws and engineering standards in force, as amended from time to time, or which may hereafter come into force relating to railways, industry tracks or private sidings or buildings or structures over industry tracks or adjacent thereto. The Town shall not approve, to the extent it has approval authority, of (a) any vertical structures proposed to be erected within 10 feet of the centerline of rail or (b) horizontal structures less than regulatory height (currently 22.5 feet).

6.2 The Town shall notify Railroad in advance, in writing, if a building or structure to be constructed by or on behalf of Town, and any other building or structure for which the Town's approval has been sought, over or beside the Subject Track will encroach within clearance requirements (such encroachment will be deemed to create "**Restricted Clearance**"), and shall submit to Railroad for review and approval, which shall not be unreasonably withheld or delayed, detailed plans and designs stamped by a Professional Engineer as well as detailed information regarding the reasons for less than standard clearance, operations over the trackage and any other information that Railroad may reasonably require in connection with such construction by or on behalf of Town. Any Restricted Clearance in connection with such construction by or on behalf of Town or for which the Town's approval has been sought must be approved by Railroad, and, in the interest of safety, Railroad, in its reasonable discretion and as a condition to granting its

approval, may require modifications to such plans and designs to minimize any such Restricted Clearance.

6.3 The Town shall be responsible for providing, installing and maintaining signage (a) regarding any Restricted Clearance in connection with any building or structure to be constructed by or on behalf of Town and any other building or structure for which the Town's approval has been sought, (b) at a location no more than 200 feet from each rail approach to any such Restricted Clearance location, and (c) on the Property at or near Point A of the Subject Track. In the event that the Town fails to install and/or maintain such signage, Railroad may provide, install or replace the signage at the Town's cost and expense; however, Railroad shall not be obligated or responsible to provide, install or maintain same.

ARTICLE 7 - LIABILITY

7.1 Except to the extent caused by the Town's negligence or wilful misconduct and as provided in Section 2.6 herein, Railroad shall defend, indemnify and save harmless the Town, all of its directors, officers, agents, and employees, and insurers:

a) from and against any and all claims, demands, awards, actions and proceedings by whomsoever made, brought or prosecuted, and

b) from and against any and all loss, damages or expenses, including attorney's fees, suffered or incurred by the Town including injuries, as well as those resulting in death, damage to or destruction of third party property, and claims related to the release of Hazardous Materials;

which are caused by Railroad's operations on the Subject Track or Railroad's non-compliance with any of the provisions of this Agreement.

7.2 Except to the extent caused by Railroad's negligence or wilful misconduct, the Town shall defend, indemnify and save harmless Railroad from and against any and all loss, damages or expenses, including attorney's fees, suffered or incurred by Railroad including injuries, as well as those resulting in death, damage to or destruction of third party property arising from claims related to the release of Hazardous Materials on or about the Subject Track (a) prior to the date of this Agreement and (b) that are caused by the Town on or after the date of this Agreement.

7.3 Each party shall indemnify the other party for such party's respective liability pursuant to Section 2.6.

7.4 The Town shall defend, indemnify and save harmless Railroad from and against any taxes or local improvements assessed by the Town with respect to the Subject Track.

7.5 In the event of any discharge, disposal, or release of any Hazardous Materials at, upon, under, onto, within, or from the Property or the Subject Track in connection with Railroad's operations on the Subject Track, Railroad shall promptly (and in any case within five (5) days after Railroad first becomes aware of same or any shorter period imposed by applicable Law) perform or cause to be performed any and all necessary and appropriate actions with respect to such Hazardous Materials including, without limitation, any remediation, notification, and reporting requirements pursuant to applicable environmental Laws; provided, however, that if such action is not susceptible

to completion within the time periods set forth herein, Railroad shall commence such performance within such time period and thereafter diligently and continuously pursue its completion. If Railroad fails to perform (or commence performance of, as appropriate) any such actions within the time periods set forth herein, Town shall have the right (but not the obligation), at Railroad's cost, to perform any and all actions as Town shall reasonably deem necessary or appropriate with respect to such Hazardous Materials. Notwithstanding the foregoing, Railroad shall not take any remedial action in response to the presence of any Hazardous Materials at, upon, under, onto, within, or from the Property or the Subject Track or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to or in any way connected with the Property or the Subject Track without first notifying Town of Railroad's intention to do so and affording Town ample opportunity to appear, intervene or otherwise appropriately assert and protect Town's interest with respect thereto. Railroad shall also provide to Town, as promptly as possible, and in any event within five (5) days after Railroad first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations with respect to Hazardous Materials and relating in any way to the Property or the Subject Track or Railroad's use thereof.

7.6 For purposes of this Section 7, "Railroad" shall mean Railroad, its parents and corporate affiliates, and each of their officers, directors, employees, agents and insurers.

7.7 The provisions of Section 7 shall survive the termination of this Agreement.

ARTICLE 8 - INSURANCE

8.1 Railroad agrees to maintain the insurance coverage set out in Exhibit A.

ARTICLE 9 – TERM AND TERMINATION

9.1 This Agreement shall commence on the Effective Date and, subject to earlier termination pursuant to the terms and conditions of this Agreement, continue for an initial term of five (5) years and, thereafter, shall automatically renew for one additional five (5) year term unless either party provides the other party with notice of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the term.

9.2 If either party is in breach of any term of this Agreement then that party shall be in default under this Agreement. Should such default occur, either party may terminate this Agreement, after giving written notice thereof to the other party and allowing thirty (30) days to elapse after such notice, unless in the meantime such default shall have been remedied.

9.3 If Railroad ceases to be the exclusive freight rail operator on LIRR, then the Town may terminate this Agreement upon thirty (30) days prior written notice to Railroad.

ARTICLE 10 - ASSIGNMENT

10.1 Neither party may assign the Agreement or its rights and obligations under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld.

ARTICLE 11 - NOTICE

11.1 All notices or communications required hereunder shall be given by courier or facsimile, or if mailed by registered mail, postage prepaid, and addressed to the other party as follows:

To Railroad: New York & Atlantic Railway Company
68-01 Otto Road
Glendale, NY 11385
Facsimile number: 718-497-3364

To the Town: Supervisor Sean Walter
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Robert Kozakiewicz, Town Attorney
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Chris Kempner
Town of Riverhead Community Development Agency
200 Howell Avenue
Riverhead, NY 11901

or such other address as may be furnished from time to time by either party. Any notice, if delivered by courier or facsimile, shall be deemed to have been given or made on the date delivered or the date that a confirmation of receipt of the facsimile was recorded by the sender and if mailed correctly, shall be deemed to have been received on the third (3rd) business day after mailing. In the event of an actual or imminent disruption in postal service, any notice shall be delivered by courier.

ARTICLE 12 – FORCE MAJEURE

12.1 In the event that a party is unable to meet its obligations under this Agreement as a result of force majeure occurrences (including, without limitations, floods, earthquakes, natural disasters, civil disturbances, acts of government, war, terrorism, strike or other labor unrest or any other cause beyond such party's reasonable control), the obligations of the party affected by the force majeure occurrence shall be suspended for the duration of the same; provided, however, that the parties shall make all reasonable efforts to continue to meet their respective obligations for the duration of the force majeure condition and shall promptly notify the other party of the existence of the condition causing its inability to meet any obligation under the Agreement. The suspension of any obligations owing to force majeure shall neither cause the term of this Agreement to be extended nor affect any rights or liabilities accrued under this Agreement prior to the force majeure condition.

12.2 In the event that a force majeure occurrence substantially destroys all or a portion of the Subject Track, the parties shall meet to determine whether the Subject Track shall be

rebuilt and agree to equitably apportion the cost thereof. In the event that the parties cannot agree, either party may terminate this Agreement on thirty (30) days written notice.

ARTICLE 13- MISCELLANEOUS

13.1 The Town shall, at its own expense, comply with all applicable Laws, including without limitation, applicable environmental Laws. Railroad shall at it own expense comply with all applicable Laws, including without limitation, applicable environmental Laws and Laws regarding the operations and maintenance of railroads and railroad property.

13.2 Termination of this Agreement for any reason, including default, shall not release the parties from any obligations or liabilities incurred during the continuance of this Agreement.

13.3 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13.4 This Agreement shall be construed in accordance with the domestic laws of the State of New York, without giving effect to any choice or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of New York.

13.5 This Agreement may not be modified or amended except in writing signed by the parties.

13.6 No term, covenant or provision in this Agreement or right hereunder or in respect hereof will be deemed to have been waived by either party, except by express waiver in writing signed by such party.

13.7 The headings and numbering introducing sections in this Agreement are inserted for convenience only and in no way define or construe the scope or intent of such section.

13.8 This Agreement contains the entire agreement of the parties with respect to the Subject Track and supersedes and cancels all prior agreements and understandings, oral or written, with respect thereto.

13.9 The language used in this Agreement should be deemed the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

(Signature page follows.)

The parties hereto have executed this Agreement on the date first above written.

NEW YORK & ATLANTIC RAILWAY COMPANY

By: _____

Title: _____

Date: _____

THE TOWN OF RIVERHEAD

By: _____

Title: _____

Date: _____

THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

By: _____

Title: _____

Date: _____

EXHIBIT A – INSURANCE

1. Railroad shall at its own cost and expense, take out and keep in full force and effect a Commercial General Liability Insurance policy with an inclusive limit of not less than $10,000,000 per occurrence for bodily injury, including death, personal injury and property damage and destruction. Such insurance shall specifically state by its wording or by endorsement:

   (a) the policy shall name the Town as an additional insured;

   (b) the policy shall contain a "cross-liability" clause which shall have the effect of insuring each person firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been insured to each;

   (c) the policy shall not be cancelled unless written notice is given by Railroad to the Town thirty (30) days before the effective date of such cancellation; and

   (d) the policy shall be written by a reputable insurance company with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

2. If Railroad is loading or unloading Hazardous Substances on the Subject Track, Railroad shall maintain a Commercial General Liability Insurance policy with an inclusive limit of not less than $10,000,000 per occurrence for bodily injury and property damage, and in addition to meeting the requirements in Section 1(a) through (d), it shall extend to cover sudden and accidental discharge or release of Hazardous Substances.

3. Railroad shall, prior to the effective date of this Agreement, and upon the insurance renewal date thereafter, furnish to the Town or Certificates of Insurance evidencing the above coverages.

4. If any obligations of Railroad are to be subcontracted, Railroad shall require that the subcontractor provide and maintain insurance coverage as set forth herein.

EXHIBIT B – PLAN SHEET

EXHIBIT C –REAL PROPERTY DOCUMENTS

02.07.12
120128

ADOPTED

TOWN OF RIVERHEAD

Resolution # 128

ACCEPTS DONATION OF MICROFILM/FIECH READER FOR USE BY THE RIVERHEAD TOWN CLERK'S OFFICE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk of the Town of Riverhead wishes to place Town Board Minutes and Resolutions on microfilm; and

WHEREAS, Dowling College Library has offered to donate a microfilm/fiech reader at no cost to the Town of Riverhead for use by the Town Clerk's Office; and

WHEREAS, pursuant to New York State Town Law §64-8, the Town may take by gift any real or personal property for public use or benefit; and

WHEREAS, the Town Board finds that acceptance of this microfilm/fiech reader at no cost to the Town is in the best interest of the residents of the Town of Riverhead; and

NOW, THEREFORE, BE IT RESOLVED, that the Town of Riverhead hereby accepts the donation of the microfilm/fiech reader from Dowling College Library; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Dowling College Library, Priscilla Powers, Manger of Library Services and

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 ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

G:\020712\128 - TC Accept Donation of Microfilm-Fiech Scanner for Town Clerk.docof Microfilm/Fiech Reader for Use by Town Clerk's Office

02.07.12
120129

ADOPTED

TOWN OF RIVERHEAD

Resolution # 129

AUTHORIZES COMMUNITY DEVELOPMENT DEPARTMENT TO MAKE APPLICATION TO NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION TO TRANSFER GRANT TO ADJACENT PARCELS FOR USE BY SUFFOLK COUNTY HISTORICAL SOCIETY

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead Comprehensive Plan, Revitalization Plan, the Peconic Estuary Comprehensive Conservation and Management Plan, the New York State Open Space Plan and the Town of Riverhead Priority Acquisition List for Open Space supported acquisition of fee title to lands, waters or structures for park, recreation, conservation or preservation purposes along the Peconic River; and

WHEREAS, the Town Board, by Resolution #521 adopted on June 17, 2008, authorized the Community Development Department of the Town of Riverhead to make application to the State of New York for funding under the 2009-2010 Environmental Protection Fund Municipal Park Grant Program for the acquisition of fee title to 245 and 255 West Main Street, Riverhead NY (SCTM# 0600-128-03-Lots 50 and 51); and

WHEREAS, by letter dated May 15, 2009, the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) notified the Town that the State awarded a matching grant of $333,352.00 was awarded to the Town from the Environmental Protection Fund for purchase of 245 and 255 West Main Street, Riverhead NY(SCTM# 0600-128-03-Lots 50 and 51); and

WHEREAS, the Town attempted to negotiate with the owners of the subject parcels, (SCTM# 0600-128-03-Lots 50 and 51), without success; and

WHEREAS, the grant awarded to the Town by the New York Office of Parks and Historic Preservation will expire; and

WHEREAS, the Suffolk County Historical Society seeks to purchase three properties, described as SCTM# 0600-128-03-047, 0600-128-03-048 and 0600-128-03-049, located immediately to the west of SCTM# 0600-128-03-Lots 50 and 51 and improve the existing structures for offices related to the Suffolk County Historical Society; and

WHEREAS, the Suffolk County Historical Society has requested that the Town make application to transfer the grant such that the grant funds may be applied to the purchase of the three adjacent parcels; and

WHEREAS, the Suffolk County Historical Society represented that The Suffolk County Historical Society shall provide the "matching" funds required pursuant to the grant terms and conditions; and

WHEREAS, the Suffolk County Historical Society shall make improvements to the existing structure to accommodate the Town's Historian; designate an area to serve as an "Information Center" hosting books, pamphlets, brochures featuring historical sites and attractions located in Riverhead, and finally, make improvements to the land, particularly along the Peconic River, which are consistent with and considerate of the environmental significance of the Peconic River, such as walking trial with scenic benches for use by town residents; and

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Community Development Department to file all necessary applications or documents with OPRHP to transfer the grant award to the adjacent parcel(s) described as SCTM# 0600-128-03-047, 0600-128-03-048 and 0600-128-03-049 subject to a written commitment from the Suffolk County Historical Society to fund the required match required pursuant to the terms and conditions of the grant; make improvements to the existing structure to accommodate the Town Historian and all documents and archives maintained by the Town Historian without a fee for the lease space; provide and maintain an area within the structure to serve as an Information Center without fee or charge; and finally, improve the land along the Peconic River to provide a walking trail and scenic benches; 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120130

ADOPTED

TOWN OF RIVERHEAD

Resolution # 130

AUTHORIZES SUPERVISOR TO EXECUTE AGREEMENT WITH RIVERHEAD YOUTH SPORTS, INC FOR REFEREE/UMPIRE SERVICES FOR TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE GIRLS AND BOYS LACROSSE AND FOOTBALL PROGRAM FOR 2012 CALENDAR YEAR

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead Police Athletic League is a non-profit organization that provides organized sports programs, activities, and education for children ages 5-13 designed with the intent of giving children healthy social and behavioral skills and the goal to reduce their susceptibility to gang involvement, alcohol and drug use and delinquency; and

WHEREAS, the Riverhead Youth Sports, Inc. provides professional officials to referee games; and,

WHEREAS, the Riverhead Youth Sports, Inc. has offered to provide professional officials to referee games for the 2012 Girls and Boys Lacrosse programs offered to girls and boys in Riverhead and the Football program(s) offered to boys in Riverhead that are part of and affiliated with the Town of Riverhead Police Athletic League; and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with Suffolk County Police Athletic League Boys for referee services for referee services for 2012 Girls Lacrosse, 2012 Boys Lacrosse, and 2012 Football Program(s) as part of and affiliated with the Town of Riverhead Police Athletic League in an amount not to exceed $1920.00, $3060.00 and $7000.00, respectively; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Office of Accounting.

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

AGREEMENT BETWEEN TOWN OF RIVERHEAD ON BEHALF OF TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE AND RIVERHEAD YOUTH SPORTS, INC.

THIS AGREEMENT made and entered into this _____day of February 2012, by and between the Town of Riverhead, a municipal corporation duly existing under the laws of the State of New York, (hereinafter referred to as the "Town"), with its principal place of business located at 200 Howell Avenue, Riverhead, NY and the Riverhead Youth Sports, Inc., having an address at P.O. Box 888, Riverhead, NY 11901.

WHEREAS, the Town of Riverhead Police Athletic League is a non-profit organization that provides organized sports programs, activities, and education for children ages 5-13 designed with the intent of giving children healthy social and behavioral skills and the goal to reduce their susceptibility to gang involvement, alcohol and drug use and delinquency; and

WHEREAS, the Riverhead Youth Sports, Inc. provides professional officials to referee games; and,

WHEREAS, the Riverhead Youth Sports, Inc. has offered to provide professional officials to referee games for the 2012 Girls and Boys Lacrosse programs offered to girls and boys in Riverhead and the Football program(s) offered to boys in Riverhead that are part of and affiliated with the Town of Riverhead Police Athletic League; and

WHEREAS, by Resolution #_____ adopted on February 7, 2012, that the Town Board authorized the Supervisor to enter into an agreement with Riverhead Youth Sports, Inc. for referee services for 2012 Girls Lacrosse, 2012 Boys Lacrosse, and 2012 Football Program(s) as part of and affiliated with the Town of Riverhead Police Athletic League in an amount not to exceed $1920.00, $3060.00 and $7000.00, respectively; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

SECTION 1. Purpose:

The purpose of this Agreement is to contract with Riverhead Youth Sports, Inc. to provide and arrange for officiating services for the girls and boys lacrosse programs and football program offered as part of and affiliated with the Town of Riverhead Police Athletic League to increase the public health, safety, and quality of life for the youth of the Town of Riverhead. The extent of the Town's payment for services hereunder to Riverhead Youth Sports, Inc. is intended to provide social and recreational programs and services that enable youth, especially from poor or otherwise disadvantaged family backgrounds, to participate in these healthy and productive programs to reduce crime and increase youth opportunities for productive activities within the community.

SECTION 2. Scope of Work:

Riverhead Youth Sports, Inc. shall provide and arrange for officiating services for the 2012 Girls and Boys Lacrosse and the Boys Football(s) Program offered to the youth of Riverhead as part of and affiliated with the Town of Riverhead Police Athletic League.

SECTION 3. Duration of Contract:

The term of this agreement shall commence on February 15, 2012 and expire at the end of the 2012 Town of Riverhead Police Athletic League Boys Football season.

SECTION 4. Consideration:

As consideration for the services provided, as specified in Paragraph 2, the Town will reimburse or provide *payment the Riverhead Youth Sports, Inc. for a sum of money not to exceed $1920.00 for 2012 Girls Lacrosse; $3060 for the 2012 Boys Lacrosse and $7000.00) for 2012 Football Program to provide and arrange for officiating services for said program(s) that are part of and affiliated with the Town of Riverhead Police Athletic League during the contract period. Riverhead Youth Sports, Inc. may submit vouchers seeking payment or reimbursement for monies spent on officiating services on a biweekly or monthly basis during the contract period. *To the extent that Riverhead Youth Sports, Inc. seeks payment prior to completion of officiating services, Riverhead Youth Sports, Inc. shall be required to provide the Town with documentation to substantiate costs related to such services within 60 days. It is agree and understood that consideration is limited to payment or reimbursement of monies/costs related to officiating services and no additional costs, charges, or fees are permitted under this agreement.

SECTION 5. Relationship:

The Town and Riverhead Youth Sports, Inc. intend that an independent contractual relationship be created by this contract. The Riverhead Youth Sports, Inc. is not considered to be an employee of the Town for any purpose and neither the Riverhead Youth Sports, Inc. nor any employee of the Riverhead Youth Sports, Inc. shall be entitled to any of the benefits the Town provides for the Town's employees, including, but no limited to, health insurance, sick or annual leave, or workers compensation. The Riverhead Youth Sports, Inc. specifically represents and stipulates that the Riverhead Youth Sports, Inc. is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that the Riverhead Youth Sports, Inc. is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business. The terms of this agreement are not intended to create any duties, obligations or liabilities to any third parties. Neither party intends this agreement to create any third-party beneficiaries to this agreement.

SECTION 6. Suspension, Termination, and Close Out:

If the Riverhead Youth Sports, Inc. fails to comply with the terms and conditions of this contract, the Town may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

SECTION 7. Changes, Amendment, Modifications:

The Town and Riverhead Youth Sports, Inc. may, agree from time to time, to change or modify the Scope of Work to be performed hereunder. Any such change, amendment or modification shall be in writing and signed by all parties.

SECTION 8. Assignability:

The Riverhead Youth Sports, Inc. shall not assign any interest on this contract and shall not transfer any interest on the contract without prior written consent of the Town.

SECTION 9. Reports and Information:

The Riverhead Youth Sports, Inc., at such times as and in such form as the Town may require, shall furnish the Town such periodic reports, including an accounting for the expenditures of Town funds, as it may request pertaining to the work of services undertaken pursuant to the contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

SECTION 10. Liability and Indemnification:

The Riverhead Youth Sports, Inc. agrees to hold the Town harmless and shall indemnify and defend all claims, demands, or suits of law or equity arising from the negligent or intentionally wrongful actions or omissions of the Riverhead Youth Sports, Inc. or the Riverhead Youth Sports, Inc. officials or agents in providing the services called for under this agreement.

SECTION 11. Severability:

If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of any of the remaining portion.

IN WITNESS WHEREOF, the Town and the Riverhead Youth Sports, Inc. have executed this contract agreement as of the date and year last written below:

TOWN OF RIVERHEAD:

_____ _____

Supervisor Date

Attest:

_____ _____

Town Clerk Town Attorney

Riverhead Youth Sports, Inc

_____ _____

Riverhead Youth Sports, Inc President Date

02.07.12
120131

ADOPTED

TOWN OF RIVERHEAD

Resolution # 131

AUTHORIZES THE SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR PECONIC AVENUE – CR 63 PEDESTRIAN CROSSWALK

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Board of the Town of Riverhead wishes to retain services of a consultant to provide engineering and construction oversight services for purposes of the assisting the Town of Riverhead regarding the construction phase of the Peconic Avenue pedestrian crosswalk project; and

WHEREAS, Lockwood, Kessler & Bartlett, Inc. (LKB) a corporation existing under the laws of the State of New York, with offices located at One Aerial Way, Syosset, New York 11791 has submitted a proposal dated February 1, 2012; and

WHEREAS, the Town Board of the Town of Riverhead desires to enter into a professional services agreement with LKB.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Professional Services Agreement between the Town of Riverhead and LKB in substantially the same form as annexed hereto; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to LKB, One Aerial Way, Syosset, New York 11791and the Town Engineer; 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of February, 2012 between the TOWN OF RIVERHEAD, a municipal corporation with offices located at 200 Howell Avenue, Riverhead, Suffolk County, New York, 11901, hereinafter referred to as the "Town," and LOCKWOOD, KESSLER & BARTLETT, INC., a corporation existing under the laws of the State of New York, with offices located at One Aerial Way, Syosset, New York 11791, hereinafter referred to as the "LKB,".

WITNESSETH:

WHEREAS, the Town of Riverhead has requested the consulting services of LKB for the purposes of the assisting the Town of Riverhead in engineering services related to the construction phase of Peconic Avenue pedestrian crosswalk.

NOW THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Scope of services

The Town of Riverhead (Town) hereby retains the services of LKB to assist the Town of Riverhead in engineering services related to the Peconic Avenue – CR 63Pedestrian Crosswalk Sign Structure.

Specifically, LKB would be responsible for engineering services set forth under proposal dated February 1, 2012 to Mr. Kenneth Testa, Town Engineer the terms and conditions being incorporated herein. LKB agrees to perform the following:

PART I - FOUNDATION MODIFICATION DESIGN

LKB engineers will review and analyze the information provided by the Town for the construction of the foundation for the cantilever sign structure. The analysis will address changes to the design based upon an obstruction encountered in the field which prevented the steel caisson from being driven to the original design depth of ten (10) feet. Based upon the actual loads from the sign structure, as indicated in the sign structure calculations provided, we will verify that a caisson depth of eight (8) feet is adequate.

PART II - CONSTRUCTION INSPECTION SERVICES

LKB will provide a construction inspector to assist the Town in monitoring the construction of the sign structure including the placement of reinforcing cage and concrete, and the erection of the cantilever sign structure. It is assumed that the Field Engineer will be on site during construction for two (2) - 8 hour days for a total of 16 hours.

2. Compensation for service

The Town will pay LKB for hourly at the rate set forth in proposal dated February 1, 2012 to Mr. Kenneth Testa, Town Engineer annexed hereto to a maximum of $4,800.00 through the completion of "Part 1 and Part 2" as described in said proposal dated February 1, 2012. In no event shall LKB perform any additional services without the prior written agreement of the Town Board as described in said proposal dated February 1, 2012. LKB Engineering shall supply information regarding services they have performed as may be requested from time to time by the Town.

LKB shall submit invoices to the Town monthly upon completion of the professional services and will indicate time and expenses incurred during that period. Invoices shall be due and payable within 45 days of their receipt by the Town. The Town has the right to withhold payment for portions of work not so completed, after notification to LKB, unless the schedule is extended for reasons beyond the control of LKB including extra agency review or other unanticipated events.

3. Term of Agreement

The Agreement shall commence as of February 7, 2012 and shall expire upon completion of the work specified herein to the satisfaction of the Town.

This Agreement may be terminated by either party and for any reason upon 30 days written notice to the other party. In that event, LKB shall be compensated only for the value of services and expenses incurred in accordance with this agreement.

4. Modifications to Agreement

This Agreement may only be modified in writing and such modification is subject to approval by the Town Board of the Town pursuant to a duly adopted resolution.

5. Performance of Professional Services

LKB will perform its service hereunder in a timely manner. LKB shall not be responsible for delays occasioned by factors beyond its control nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

LKB shall perform its services in accordance with the professional standards applicable to the services provided (i.e. engineering, planning, consulting, etc.), at the time such services are rendered.

6. Controlling Law

This Agreement shall be construed according to the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

TOWN OF RIVERHEAD

By: _____
Sean M. Walter, Supervisor

LOCKWOOD, KESSLER & BARTLETT, INC. .

By: _____
Wayne T. Culver, P.E.

02.07.12
120132

ADOPTED

TOWN OF RIVERHEAD

Resolution # 132

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER TOWN OF RIVERHEAD EXPENDITURE OF COMMUNITY PRESERVATION FUNDS FOR THE IMPROVEMENT AND MANAGEMENT OF HAMLET PARK (PASSIVE RECREATION) ON PROPERTY DESCRIBED AS SCTM# 0600-17-01-5.22 OWNED BY EMB ENTERPRISES, LLC

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007, authorizes the use of 31.10% of sales and compensating use tax proceeds generated each year for specific environmental protection, including the acquisition of open space in accordance with specific criteria set forth therein; and

WHEREAS, the County of Suffolk (hereinafter "County), by Resolution #915-2010, determined that property described as SCTM # 0600-17-01-5.22 located on Sound Avenue, Riverhead, New York and owned by EMB Enterprises, LLC (hereinafter referred to as "subject parcel") met the criteria for acquisition under the Drinking Water Protection Program and determined that there is adequate funding pursuant to Section C12-2(A)(1)(i) of the SUFFOLK COUNTY CHARTER from 31.10% of the sales and compensating use tax proceeds, for the acquisition of the subject property as a hamlet park; and

WHEREAS, the County authorized, empowered, and directed, pursuant to Section 8-2(W) of the SUFFOLK COUNTY CHARTER, the Commissioner of the County Department of Public Works and/or the Director of the Division of Real Property Acquisition Management, Department of Environment and Energy, and/or her designee to have surveys and maps prepared for the subject property in accordance with Resolution No. 423-1988 and to have the subject property appraised, environmentally audited, and searched for title; and

WHEREAS, the County requests that the Town of Riverhead (hereinafter "Town"), as and for contribution towards the acquisition of the subject property, improve and maintain the subject property as a hamlet park; and

WHEREAS, representatives of the County, Town, and neighborhood representatives, met with Legislator Romaine (Legislators Romaine and Losquadro sponsored Introductory Resolution #1948-2010 seeking to preserve the subject property) regarding improvement of the subject property for a hamlet park; and

WHEREAS, the proposed hamlet park will be designed to highlight the existing memorial site, and provide improvements such as benches, walkway and limited off street parking to provide opportunity for public access that reinforces community values within a natural setting; and

WHEREAS, the Town supports the County's efforts and expenditure of funds to preserve the subject property and seeks to honor and support Town and County residents who suffered losses as a result of the tragic events of September 11, 2001; and

WHEREAS, the Town estimates that the proposed improvements, together with maintenance (limited mowing and annual plantings estimated for a period of five years) shall not exceed $50,000.00; and

WHEREAS, the Financial Administrator for the Town of Riverhead has reviewed the proposed expenditure of community preservation funds and issued a report which reflects adequate funding for the Town's costs to improve and maintain the subject parcel as a hamlet park not to exceed $50,000.00; and

WHEREAS, the County of Suffolk has requested that the Town consent to the County of Suffolk's intention to declare itself lead agency pursuant to NYCRR Part 617.6 (b)(2); and

WHEREAS, the County of Suffolk, together with comment and participation of the Town, shall review and conduct such environmental review required pursuant to NYCRR Part 617; and

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider the Town of Riverhead expenditure of community preservation funds in the amount of $50,000.00 for the improvement and management of a hamlet park on property approved for acquisition by the County of Suffolk described as SCTM # 0600-17-01-5.22 owned by EMB Enterprises, LLC; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Loretta Fischer, Suffolk County Department of Real Property Acquisition and Management, 100 Veterans Memorial Highway, H. Lee Dennison Building, Hauppauge, NY11788, Legislator Romaine-Attention: Ms. Lisa Keyes, 423 Griffing Avenue, Suite 2, Riverhead, NY 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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held on the 6th day of March, 2012 at 2:05 o'clock p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider the Town of Riverhead expenditure of community preservation funds in the amount of $50,000.00 for improvement and maintenance of hamlet park on property described as SCTM # 0600-17-01-5.22 and approved for acquisition by the County of Suffolk.

Dated: Riverhead, New York
February 7, 2012

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

02.07.12
120133

ADOPTED

TOWN OF RIVERHEAD

Resolution # 133

SUPPORTS JOINT NEA "OUR TOWN GRANT" APPLICATION BY EAST END ARTS & SUFFOLK COUNTY HISTORICAL SOCIETY TO NATIONAL ENDOWMENT FOR THE ARTS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the National Endowment for the Arts ("NEA") was established by Congress in 1965 as an independent agency of the federal government to foster the arts and to date has awarded more than $4 billion to support artistic excellence, creativity and innovation for the benefit of individuals and communities; and

WHEREAS, East End Arts ("EEA") was founded in 1972, a serves as the cultural anchor for downtown Riverhead offering numerous public programs on the grounds and throughout the East End, and has a long history of being actively engaged in economic development through cultural tourism initiatives that collaborate with government, private and non profit entities including The Winterfest Jazz on the Vine, a four year old program that has transformed the economy on the North Fork of Long Island during what was previously a slow time of the year by collaborating marketing efforts with the Long Island Convention & Visitors Bureau and the Long Island Wine Council to feature six weeks of jazz programming in area vineyards along with over 120 special offers from businesses; and

WHEREAS, the Suffolk County Historical Society ("SCHS") was organized in 1886 with the mission to collect, preserve, and interpret the on-going history of Suffolk County, New York and its people, and today hosts a variety of cultural exhibitions and events that draw a broad audience and are covered by various media outlets; and

WHEREAS, the Town of Riverhead Comprehensive Plan, Revitalization Plan, the Peconic Estuary Comprehensive Conservation and Management Plan, the New York State Open Space Plan and the Town of Riverhead Priority Acquisition List for Open Space supported acquisition of fee title to lands, waters or structures for park, recreation, conservation or preservation purposes along the Peconic River; and

WHEREAS, the NEA Our Town grant is an effort to invest in creative place making, through which public and private partners strategically plan to shape the social, physical and economic character of a neighborhood or town around the arts and cultural activities; and

WHEREAS, the EEA and SCHS are partnering to develop an Our Town grant application that emphasizes identification and development of a "cultural corridor" for Downtown Riverhead along Main Street stretching from the SCHS and Riverhead Free Library through downtown to the Long Island Aquarium taking into consideration a "River Walk" to follow the same path along the Peconic Riverfront; and

WHEREAS, the Our Town grant amounts range from $25,000 to $150,000 and require a non-federal match of at least 1 to 1; and

WHEREAS, the Town of Riverhead has a New York State Department of State Brownfield Opportunity Area (NYS DOS BOA) grant award in the amount of $567,000, a portion of which could be used to match the Our Town grant without changing the purpose of the BOA Grant; and

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby supports the joint "Our Town" Grant application to the NEA by the EEA and the SCHS in an effort to invest in creative place making that enhances the social, physical and economic character of Downtown Riverhead around development of a "cultural corridor" along Main Street stretching from the SCHS and Riverhead Free Library through downtown to the Long Island Aquarium taking into consideration a "River Walk" to follow the same path along the Peconic Riverfront, the grant application to be matched by the work to be completed under the NYS DOS BOA grant and authorizes the Community Development Department to assist with applications or documents to support the NEA grant application; 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.

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 ☒Yes ☐No
Walter ☒Yes ☐No

The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120134

ADOPTED

TOWN OF RIVERHEAD

Resolution # 134

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #12-04 February 02, 2012 (TBM 2/07/12)					
FUND NAME				2/2/2012	GRAND TOTALS
GENERAL FUND	1			167,154.69	167,154.69
RECREATION PROGRAM FUND	6			5,549.00	5,549.00
ECONOMIC DEVELOPMENT ZONE FUND	30			51.53	51.53
MULTI YEAR OPERATING GRANT FUN	99			638.65	638.65
HIGHWAY FUND	111			43,022.40	43,022.40
WATER DISTRICT	112			502,734.47	502,734.47
RIVERHEAD SEWER DISTRICT	114			2,771,624.85	2,771,624.85
REFUSE & GARBAGE COLLECTION DI	115			2,211.73	2,211.73
STREET LIGHTING DISTRICT	116			7,222.27	7,222.27
PUBLIC PARKING DISTRICT	117			-238.53	-238.53
BUSINESS IMPROVEMENT DISTRICT	118			49.95	49.95
AMBULANCE DISTRICT	120			477.83	477.83
EAST CREEK DOCKING FACILITY FU	122			249.07	249.07
CALVERTON SEWER DISTRICT	124			1,271.28	1,271.28
RIVERHEAD SCAVANGER WASTE DIST	128			54,377.44	54,377.44
RIVERHEAD SEWER DENITRIFICATIO	130			250,000.00	250,000.00
RISK RETENTION FUND	175			203,238.03	203,238.03
CDBG CONSORTIUM ACCOUNT	181			702.54	702.54
TOWN HALL CAPITAL PROJECTS	406			253,855.62	253,855.62
WATER DISTRICT CAPITAL PROJECT	412			122,094.36	122,094.36
RIVERHEAD SEWER CAPITAL PROJEC	414			456,236.41	456,236.41
CALVERTON SEWER CAPITAL PROJEC	424			2,759.11	2,759.11
TRUST & AGENCY	735			428,510.72	428,510.72
CALVERTON PARK - C.D.A.	914			25.07	25.07
TOTAL ALL FUNDS				5,273,818.49	5,273,818.49

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120134

ADOPTED

TOWN OF RIVERHEAD

Resolution # 134

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #12-03 January 26, 2012 (TBM 2/07/12)					
FUND NAME				1/26/2012	GRAND TOTALS
GENERAL FUND	1			1,356,151.63	1,356,151.63
RECREATION PROGRAM FUND	6			2,561.53	2,561.53
HIGHWAY FUND	111			146,344.81	146,344.81
WATER DISTRICT	112			90,179.71	90,179.71
RIVERHEAD SEWER DISTRICT	114			328,420.97	328,420.97
REFUSE & GARBAGE COLLECTION DI	115			213,830.80	213,830.80
STREET LIGHTING DISTRICT	116			7,508.24	7,508.24
AMBULANCE DISTRICT	120			6,896.52	6,896.52
EAST CREEK DOCKING FACILITY FU	122			676.36	676.36
CALVERTON SEWER DISTRICT	124			774.12	774.12
RIVERHEAD SCAVANGER WASTE DIST	128			58,262.43	58,262.43
WORKERS' COMPENSATION FUND	173			43,295.74	43,295.74
RISK RETENTION FUND	175			75,400.56	75,400.56
UNEMPLOYMENT INSURANCE RESERVE	176			415.50	415.50
GENERAL FUND DEBT SERVICE	384			204,177.79	204,177.79
TOWN HALL CAPITAL PROJECTS	406			7,338.50	7,338.50
WATER DISTRICT CAPITAL PROJECT	412			47,987.30	47,987.30
RIVERHEAD SEWER CAPITAL PROJEC	414			39,379.70	39,379.70
TRUST & AGENCY	735			2,335,370.55	2,335,370.55
COMMUNITY PRESERVATION FUND	737			37,614.44	37,614.44
CALVERTON PARK - C.D.A.	914			1,095.60	1,095.60
TOTAL ALL FUNDS				5,003,682.80	5,003,682.80

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted

02.07.12
120134

ADOPTED

TOWN OF RIVERHEAD

Resolution # 134

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

ABSTRACT #12-02 January 19, 2012 (TBM 2/07/12)					
FUND NAME				1/19/2012	GRAND TOTALS
GENERAL FUND	1			638,546.43	638,546.43
RECREATION PROGRAM FUND	6			1,041.00	1,041.00
CHILD CARE CENTER BUILDING FUN	9			50.77	50.77
MULTI YEAR OPERATING GRANT FUN	99			498,130.70	498,130.70
HIGHWAY FUND	111			129,956.00	129,956.00
WATER DISTRICT	112			125,120.85	125,120.85
RIVERHEAD SEWER DISTRICT	114			67,213.77	67,213.77
REFUSE & GARBAGE COLLECTION DI	115			33,916.86	33,916.86
STREET LIGHTING DISTRICT	116			58,894.83	58,894.83
PUBLIC PARKING DISTRICT	117			4,055.65	4,055.65
BUSINESS IMPROVEMENT DISTRICT	118			622.00	622.00
AMBULANCE DISTRICT	120			9,282.47	9,282.47
CALVERTON SEWER DISTRICT	124			4,760.58	4,760.58
RIVERHEAD SCAVANGER WASTE DIST	128			13,566.61	13,566.61
WORKERS' COMPENSATION FUND	173			67,850.84	67,850.84
COMMUNITY DEVELOPMENT AGENCY C	405			31,524.07	31,524.07
TOWN HALL CAPITAL PROJECTS	406			2,015.32	2,015.32
WATER DISTRICT CAPITAL PROJECT	412			48,933.12	48,933.12
CALVERTON SEWER CAPITAL PROJEC	424			2,799.68	2,799.68
TRUST & AGENCY	735			29,992,228.34	29,992,228.34
CALVERTON PARK - C.D.A.	914			44,443.50	44,443.50
TOTAL ALL FUNDS				31,774,953.39	31,774,953.39

THE VOTE

Giglio ☒Yes ☐No Gabrielsen ☒Yes ☐No
Wooten ☒Yes ☐No Dunleavy ☒Yes ☐No
Walter ☒Yes ☐No
The Resolution Was ☒ Thereupon Duly Declared Adopted