

6/22/99

Town of Riverhead Community Development Agency

Resolution # 14

Authorizes Chairman to Execute License Agreement

Member KENT offered the following resolution,

which was seconded by Member KWASNA:

WHEREAS, Ladbroke Tours has requested use of one hangar at the Calverton site from July 10 through July 19; and

WHEREAS, the Town of Riverhead will receive rental income in the amount of \$10,000 plus certain expenses.

THEREFORE, BE IT RESOLVED, that CDA hereby authorizes the Chairman to execute a license agreement as described with Ladbroke Tours.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss and Town Attorney Adam Grossman.

The Vote:

Member Kwasna	<u>YES</u>
Member Kent	<u>YES</u>
Member Cardinale	<u>ABSENT</u>
Member Lull	<u>YES</u>
Chairman Villella	<u>YES</u>

Draft
6/15/99

LICENSE

LICENSE ("License"), made as of the ____ day of June, 1999, by and between THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, having an address at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss ("Licensor"), and LADBROKE TOURS, INC. C/O SENSIBLE EVENTS LIMITED, a _____ corporation having an address at 90-96 Brewery Road, London, N79NT, England, Attention: _____ ("Licensee").

W I T N E S S E T H:

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license from Licensor, the right to use building #07-01 (the "License Premises") located at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"), upon all of the terms and conditions hereinafter set forth;

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

1. **LICENSING**. Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby Licenses from Licensor, the right to use the License Premises.

2. **TERM OF LICENSE**. The term of this License (the "Term") shall commence on July 10, 1999 (the "License Commencement Date") and shall end on July 19, 1999 (the "Expiration Date") or on such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of in any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and

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shall not be construed to be, a lease or a sublease and nothing contained in this License shall be construed as granting to Licensee any interest or right as tenant or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.

3. CONDITION OF LICENSE PREMISES. Licensee agrees to accept the License Premises "as is," and Licensor shall have no obligation to perform any work or repairs on behalf of Licensee, except that Licensor shall provide four (4) portable bathrooms at or near the License Premises for use during the Term. Licensee acknowledges that no representations with respect to the condition of the License Premises, or with respect to any improvements or fixtures thereon or attached thereto, have been made to it.

4. LICENSE FEE. Simultaneously with the execution hereof, Licensee shall pay to Licensor a fee in the amount of \$12,500.00 (the "Fee"), which Fee consists of a per diem amount of \$1,000.00 for each day of the Term and an amount equal to \$2,500 for the provision by Licensor of electricity for the Event.

Licensee covenants and agrees that (i) in no event shall Licensee permit any motor vehicle to (1) enter the Calverton Site other than through the Access Point (as defined below) or (2) park anywhere other than the Parking Area and (ii) a representative of Licensee shall be present at the Access Point at all times during the Event. Licensee further covenants and agrees not to permit any person that is not in a motor vehicle to enter the Calverton Site. Notwithstanding the foregoing, Licensee shall be permitted to admit pedestrians into the Calverton Site to the extent necessary to ensure the safety of such pedestrians.

5. PAYMENT. The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check made payable to the order of The Town of Riverhead Community Development Agency and delivered to Andrea Lohneiss at the address provided for Licensor in the preamble to this License, without notice or demand therefor (except to the extent otherwise expressly provided herein) and without any deduction, credit, set-off, counterclaim or abatement whatsoever. In every case in which Licensee is required to pay to Licensor a sum of money and said sum (or any portion thereof) is not paid when due, interest at an annual rate of 12% shall be payable on such sum (or so much thereof as shall be unpaid) from the date said sum becomes due until the date the unpaid amount is paid.

6. USE; COVENANTS. (a) Licensee shall use the License Premises only for rehearsing for a rock concert from July 10, 1999 through July 19, 1999 (the "Event"), to prepare the License Premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License.

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensor. Upon revocation or surrender of this License, to the extent directed by Licensor, Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the Event and shall make such restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types of insurance set forth on Schedule 1 attached hereto in the amounts stated therein. With respect to all insurance required by this License, Licensor shall have the right to reasonably approve the form, the periods of time, and the insurers thereof. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be delivered to Licensor prior to the License Commencement Date. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor and Grubb & Ellis Management Services, Inc. as additional insureds. In the event that any item or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 6, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that (i) at all times during the Term, adequate private security shall be present at the Calverton Site to protect persons and property at the Calverton Site, (ii) only the gate at the south end of the Calverton Site (the "Access Point") shall be used for access, (iii) Licensee shall prohibit any person from smoking, or carrying, using or drinking any alcoholic beverage or illegal substance, at the Calverton Site and adequate signage stating that smoking and carrying, using or drinking alcoholic beverages or illegal substances is prohibited at the Calverton Site shall be posted at the Access Point and (iv) Licensee shall provide

ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

7. ASSIGNMENT AND LICENSING. Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

8. LICENSOR'S REMEDIES. (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) Licensor may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.

(b) Except as provided in Paragraph 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensor shall be limited to an action at law for damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensor an amount equal to \$1,500 per diem for each day of the holdover term and (ii) Licensor shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License Premises, change the locks on the License Premises, deny Licensee access to the License Premises and take possession of or dispose of any property at the License Premises, all at the cost and expense of Licensee. Except as provided in Paragraph 2, in no event shall Licensor have the right to enjoin the development,

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production, distribution or exploitation of the rock concert rehearsal hereunder.

9. INDEMNITY. (a) Licensee shall indemnify and hold Licensor harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.

(b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licensor's gross negligence or willful misconduct.

10. BROKERS. Licensee represents that it has not dealt with any broker or finder with respect to this License. Licensee agrees to indemnify and hold Licensor harmless from and against any and all loss, liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licensor may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licensor as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.

11. NOTICES. Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at 90-96 Brewery Road, London, N79NT, England, Attention: _____, and if such notice is directed to Licensor, it shall be addressed to Licensor at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licensor or Licensee shall designate.

12. HAZARDOUS SUBSTANCES. (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in events such as the Event and (y) used, stored, transported, and disposed of in strict compliance with applicable law). As used herein, the term "Hazardous Substances" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any materials

containing asbestos, or any other hazardous or toxic substance or material as defined by any Federal, State or local environmental law, rule or regulation, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, the Toxic Substances Control Act, as amended from time to time, the Hazardous Materials Transportation Act, as amended from time to time, and the regulations adopted and the publications promulgated pursuant to each of the foregoing. Notwithstanding the foregoing, Licensee shall be permitted to stage fires and the like subject to Licensee obtaining the necessary permits including, without limitation, permits from the Riverhead fire department.

(b) Indemnification. Licensee shall indemnify and hold harmless Licensor from and against any and all liabilities, damages, claims, losses, penalties, judgments, causes of action, costs and expenses (including, without limitation, court costs and the reasonable fees and expenses of counsel) which may be incurred by Licensor directly arising out of any breach by Licensee of the obligations imposed upon it under this Section 12. The foregoing indemnity shall survive the expiration or sooner termination of this License.

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

(b) Successors and Assigns. This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The term "Licensor," as used in this License, shall mean only the owner from time to time of the License Premises, so that in the event of any transfer or assignment of the License Premises, the transferor or assignor shall be and hereby is entirely freed and relieved of all covenants, obligations and liability of Licensor under this License, and it shall be deemed, without further agreement, that the transferee or assignee has assumed and agreed to perform and observe all obligations of Licensor under this License during the period that such transferee or assignee is the owner of the interest of License Premises.

(c) Licensee represents that this License has been duly authorized, executed and delivered by Licensee and is enforceable against Licensee in accordance with its terms.

(d) Licensee shall own all rights of every kind associated with the music performed hereunder and any and all photography and/or recordings made hereunder, including the right to utilize

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the same in connection with the rock concert rehearsal and in connection with any other productions, in any manner whatsoever, whether now known or hereafter devised in perpetuity and throughout the universe.

(e) Neither Licensor nor any tenant, nor other party now or hereafter having an interest in the Calverton Site, shall have any right of action based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights herein granted. Notwithstanding the foregoing, Licensee shall not use the name "Calverton" or "Riverhead", or any signage containing such names, and shall not use the names, pictures, or likenesses of any officials or employees of the Town of Riverhead in connection with or production of the rock concert rehearsal hereunder without the prior consent of Licensor, which consent shall not be unreasonably withheld or delayed.

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

LICENSOR:

THE TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY

By: _____
Name:
Title:

LICENSEE:

LADBROKE TOURS, INC.

By: _____
Name:
Title:

Memorandum

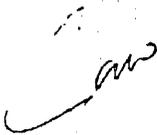
To: JOE MAJORANA
From: CARO KALB / ROGER WATERS
Date: 06/21/99
Re: INSURANCE POLICIES

Dear Joe,

Following find two policies: one naming The Town of Riverhead and the other, Grubb & Ellis Management, Inc. as additional insureds. These policies have been written for a \$2,000,000.00 aggregate and \$1,000,000.00 per occurrence as well as including some additional coverage for fire and medical expenses.

Please call to confirm that you've received this fax and to advise when I might see a final draft of the agreement for signature by Ladbroke Tours, Inc.

Regards,



CARO

Via fax - 3 pages total

cc: A. Zweck, P. Fairley

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/15/1999

PRODUCER (212)262-9505 FAX (212)262-9525
 tson Taylor (North America) Inc.
 West 55th Street, Ste 14K
 New York, NY 10019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

Attn: Ext:
 INSURED
 Ladbroke Tours Inc.
 Roger Water
 c/o Mason & Company, LLP
 400 Park Avenue, 12th Fl.
 New York, NY 10022

COMPANY A North American Specialty/ESIS
 COMPANY B
 COMPANY C
 COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	60C0002441-00	06/15/1999	06/15/2000	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	60C0002441-00	06/15/1999	06/15/2000	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$								
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL OTHER	60W0002291-00	06/15/1999	06/15/2000	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>EL DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>EL DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	EL EACH ACCIDENT	\$ 1,000,000	EL DISEASE - POLICY LIMIT	\$ 1,000,000	EL DISEASE - EA EMPLOYEE	\$ 1,000,000
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EL DISEASE - POLICY LIMIT	\$ 1,000,000												
EL DISEASE - EA EMPLOYEE	\$ 1,000,000												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 It is agreed that the Certificate Holder is named as Additional Insured as their interest may appear but only as respects operations conducted by the Named Insured.

CERTIFICATE HOLDER

Grubb & Ellis Management Inc.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

06/15/1999

PRODUCER (212)262-9505 FAX (212)262-9525
 tson Taylor (North America) Inc.
 West 55th Street, Ste 14K
 New York, NY 10019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A North American Specialty/ESIS
 COMPANY B
 COMPANY C
 COMPANY D

Attn: Ext:
 INSURED
 Ladbroke Tours Inc.
 Roger Water
 c/o Mason & Company, LLP
 400 Park Avenue, 12th Fl.
 New York, NY 10022

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
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	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL	60W0002291-00	06/15/1999	06/15/2000	WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

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CERTIFICATE HOLDER

Town of Riverhead

CANCELLATION

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AUTHORIZED REPRESENTATIVE



Adopted

6/22/99

Town of Riverhead

Resolution # 571

AUTHORIZES THE SUBMISSION OF TEA-21 APPLICATION TO THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COUNCILMAN KENT

offered the following resolution,

which was seconded by COUNCILMAN KWASNA

WHEREAS, the U.S. Congress passed the Transportation Equity Act for the 21st Century (TEA-21) that authorizes highway, highway safety, transit and other surface transportation programs; and

WHEREAS, the New York State Department of Transportation, with the Federal Highway Administration, will administer the Transportation Enhancements Program under TEA-21 that provides federal reimbursement for non-traditional projects that add value to the transportation system by relating to human and environmental aspects; and

WHEREAS, improvements along New York State Route 25 from Nugent Drive to Ostrander Avenue, specifically innovative pedestrian facilities, brick paving, historical lighting and ornamental decoration will contribute to the scenic beautification and pedestrian safety of downtown Riverhead.

WHEREAS, federal reimbursement of 80% of the total project cost is available under TEA-21 through the Transportation Enhancements Program;

THEREFORE, BE IT FURTHER RESOLVED, that the Riverhead Town Board supports and authorizes the submission of an application to the New York State Department of Transportation for federal reimbursement to undertake improvements to downtown Riverhead, specifically the improvement of sidewalks, historic signage and street lighting along New York State Route 25, recognizing that the project must be funded with federal reimbursement of 80% and net local match of 20%.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Director Andrea Lohneiss.

THE VOTE

Cardinale absent Yes No Kent Yes No

Kwasna Yes No Lull Yes No

Vilella Yes No

THE RESOLUTION WAS WAS NOT

THE RESOLUTION IS SOLEMNLY DECLARED ADOPTED

Adopted
Adopted

6/22/99

TOWN OF RIVERHEAD

Resolution # 572

ADVANCED WASTEWATER TREATMENT FACILITY BID
INELIGIBLE FOR AWARD
GENERAL & MECHANICAL CONSTRUCTION (CONTRACT G)
PHILIP ROSS INDUSTRIES, INC.
W.H.M. PLUMBING & HEATING CONTRACTORS, INC.

COUNCILMAN LULL offered the following resolution, was seconded
by COUNCILMAN KWASNA :

WHEREAS the Town Board, by Resolution # 437 adopted May 11, 1999, determined, among other things, that Philip Ross Industries, Inc. and W.H.M. Plumbing & Heating Contractors, Inc. were ineligible for award of the General and Mechanical Construction (Contract G) for the reasons set forth therein; and

WHEREAS both bidders were given the opportunity to file objections, if any, to the Town Board's determination no later than May 21, 1999; and

WHEREAS Philip Ross Industries, Inc. by its attorney, Thomas D. Czik, Esq., submitted a letter to the Town Board, dated May 20, 1999 with an enclosed document in response to the Town Board's resolution # 437; and

WHEREAS the material submitted on behalf of Philip Ross Industries, Inc. has been reviewed by the Town; and

WHEREAS W.H.M. Plumbing & Heating Contractors, Inc. did not submit any additional material in response to resolution # 437 by the May 21, 1999 deadline, except for a letter dated May 17, 1999 which merely stated that W.H.M. Plumbing & Heating Contractors, Inc. objected to the decision of the Town Board and requested a hearing; and

WHEREAS despite W.H.M. Plumbing & Heating Contractors, Inc.'s failure to comply with Resolution # 437, the Town Board nevertheless determined to provide it with another opportunity to submit additional material no later than June 11, 1999 to demonstrate that the five (5) projects relied upon in its bid submittal met the bidder qualifications set forth in the specifications; and

WHEREAS, W.H.M. Plumbing & Heating Contractors, Inc. submitted additional material on June 11, 1999; and

WHEREAS, that material has been reviewed by the Town;

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby makes the following findings and determinations and reconfirms its actions taken in Resolution # 437:

GENERAL FINDINGS AND DETERMINATIONS

1. The Town Board reaffirms that the qualification requirements set forth in the bid documents must be strictly adhered to not only because of the substantial cost of the project but because of the project's critical environmental importance. The outfall of the proposed facility will discharge into the Peconic Bay, a critical environmental area and National Estuary as designated by the United States Congress. During construction of the Advanced Wastewater Treatment Facility, the existing sewage treatment plant must continue to operate in compliance with the Town's SPDES permit. The users of the sewage treatment must have uninterrupted service and the plant must continue to meet the discharge parameters set forth in the State Permit to protect the fragile and important environmental resource. Therefore, the Town Board adopted the bidder qualification requirements set forth in the bid specifications to protect and promote these compelling public interests. Under these circumstances, the Town Board requires literal compliance with the bidder qualification criteria set forth in the bid documents. The Town Board must take every precaution to award the bid to a bidder meeting the strict qualification standards set forth in the bid document to protect the public interest herein.

FINDINGS AND DETERMINATION WITH RESPECT TO PHILIP ROSS INDUSTRIES

2. As was previously determined by the Town Board by Resolution # 437, Philip Ross Industries' submittal does not meet the very specific bidder qualification requirements that were crafted for this specific project.

3. Philip Ross Industries, Inc. did not present in its bid submittal five (5) projects that satisfy each and all of the requirements set forth in "The Qualification of Bidders" specifications. Specifically, the East Hampton Scavenger Waste Treatment project relied upon by Philip Ross Industries as one of its five (5) requisite projects is originally shown as having a value of \$ 250,000. That was modified to \$ 300,000 in the recent submittal. It is the Town's judgment that regardless of which value is accepted, that project does not meet the criteria of "similar size and nature", including but not limited to, the "prime contract dollar amount." As a result, Philip Ross Industries, Inc. has not complied with the strict criteria for bidder qualifications and is therefore not eligible to be awarded the bid.

4. Ample investigation has been had by and on behalf of the Town with respect to the information provided by Philip Ross Industries, Inc. and the other bidders.

5. The remaining arguments, characterizations and/or claims set forth in the May 20, 1999 letter are not accurate and are hereby rejected.

6. The Town Board of the Town of Riverhead, based upon the original bid documents and the additional submittal dated May 20, 1999, hereby determines that the bid submitted by Philip Ross Industries, Inc. for the General and Mechanical Construction (Contract G) for the Town's proposed Advanced Wastewater Treatment Facility is not eligible for award for the reasons set forth above and in the Town Board's resolution # 437, dated May 11, 1999; and it is further

**FINDINGS AND DETERMINATION WITH RESPECT TO W.H.M.
PLUMBING & HEATING CONTRACTORS, INC.**

7. As was previously determined by the Town Board by Resolution # 437, W.H.M. Plumbing & Heating Contractors, Inc.'s submittal does not meet the very specific bidder qualification requirements that were crafted for this specific project.

8. W.H.M. Plumbing & Heating Contractors, Inc. did not present in its bid submittal five (5) projects that satisfy each and all of the requirements set forth in "The Qualification of Bidders" specifications. In all, and at best to the bidder, it presented two (2) projects that met the bidder qualifications. The remainder of the projects did not meet the criteria because they were not completed more than one (1) year prior to the bid submittal, and/or were not performed by bidders as the prime contractor, and/or were not of similar size and nature and type. As a result, Philip Ross Industries, Inc. has not complied with the strict criteria for bidder qualifications and is therefore not eligible to be awarded the bid.

9. Ample investigation has been had by and on behalf of the Town with respect to the information provided by W.H.M. Plumbing & Heating Contractors, Inc. and the other bidders.

10. The Town Board of the Town of Riverhead, based upon the original bid documents and the additional submittal dated June 10, 1999 and received on June 11, 1999, hereby determines that the bid submitted by W.H.M. Plumbing & Heating Contractors, Inc. for the General and Mechanical Construction (Contract G) for the Town's proposed Advanced Wastewater Treatment Facility is not eligible for award for the reasons set forth above and in the Town Board's resolution # 437, dated May 11, 1999; and it is further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to

Philip Ross Industries, Inc.
200 Long Island Avenue
Wyandanch, New York, 11798,

Thomas D. Czik, Esq.
Attorney for Philip Ross Industries, Inc.
1205 Franklin Avenue
Garden City, New York 11530

William H. Mauff, President
W.H.M. Plumbing & Heating Contractors, Inc.
6H Enterprise Drive
East Setauket, New York, 11733,

by certified mail, return receipt requested, and return therewith the bid bonds provided with the submitted bid; and it is further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Frank A. Isler, Esq.; the Town Attorney; Michael Reichel, Superintendent of the Riverhead Sewer District; the New York State Department of Environmental Conservation; the New York State Environmental Facilities Corporation.

absent **THE VOTE**
Cardinale Yes No Kent Yes No
Kwasna Yes No Lull Yes No
Villella Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY DECLARED ADOPTED

6/22/99

Adopted

TOWN OF RIVERHEAD

Resolution # 573

AUTHORIZES THE SUPERVISOR TO EXECUTE A CONTRACT BETWEEN BURROWS SYSTEMS AND THE TOWN OF RIVERHEAD (MICROFILM)

COUNCILMAN LULL offered the following resolution, was seconded by

COUNCILMAN KWASNA :

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute a contract between Burrows Systems and the Town of Riverhead in connection with Town of Riverhead records being reproduced in microfilm (copy of contract attached herewith); and be it

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Office of Accounting.

THE VOTE

Cardinale absent Yes ___ No ___ Kent Yes ___ No ___
Kwasna Yes ___ No ___ Lull Yes ___ No ___

Willella Yes

THE RESOLUTION WAS ADOPTED

THEREUPON DULY DECLARED ADOPTED

Town of Riverhead

Microfilm Contract

Any microfilm contract should be viewed and/or written by the local government's legal counsel in consultation with the purchasing unit and the Records Management Officer.

I. General Information

A. Scope

This contract between Town of Riverhead (herein referred to TOR) and Burrows Systems (herein referred to as the Microfilm Vendor) applies to local government records reproduced in microfilm for TOR and to the services listed on the attached specification for a period from May 15, 1999 through June 30, 1999.

B. Prices

1. Prices will be quoted for all aspects of the project in cost per frame to include: film, processing, document preparation (where applicable), duplication, and shipping. Prices will also indicate total rolls to be filmed and cost per roll for silver and diazo duplicates. Price quotation by the Microfilm Vendor is attached.
2. All prices will remain in effect for the duration of the project.

C. Copyright

1. All Microfilm produced by the Microfilm Vendor is the property of TOR. No part of the microfilm may be sold, given away, or duplicated without expressed written permission of the TOR.

D. Compliance with Specifications

1. All work is to be done for the TOR according to the attached specification. These specifications, guidelines, and standards apply to microfilming of local government records, and processing, duplicating, and inspecting the film. The Microfilm Vendor must adhere to these directives. Any deviations from the guidelines will be given to the Microfilm Vendor in writing.
2. TOR reserves the right to specify additional filming methods and instructions for any and all items should this become necessary. The filming methods and instructions (i.e. reduction ratio, image placement,

arrangement of records for each record series will not be changed by the Microfilm Vendor without prior consent from TOR. If any item cannot be filmed in the manner specified after consultation with TOR will be returned by the Microfilm Vendor with justification for its rejection. The TOR can at the time contract with another vendor to complete the portion of the project that the Vendor cannot complete.

3. The Microfilm Vendor will permit representatives from TOR to inspect the filming facility during its normal working hours at any time during the contract period as outlined under **Vendor Facilities** in the attached specification.
4. Failure of the Microfilm Vendor to meet the requirements of the contract and the attached specification will constitute default. TOR will notify the Microfilm Vendor in writing of unsatisfactory service, poor production quality, or poor delivery. Failure of the Microfilm Vendor to correct the conditions of default at its own expense or to come to an amicable solution with TOR within thirty (30) days will constitute default.

E. Subcontracting

1. All services (microfilming, processing, duplicating, and quality control) will be done on the premises of the Microfilm Vendor or the TOR unless written permission to do otherwise is granted by TOR.

F. Insurance and Security

1. The Microfilm Vendor will insure, at no charge to TOR, all materials against loss or damage from any cause, from the time they leave TOR until they are returned. Each filming shipment is to be insured while in transit, and while in the filming facility. The limit of liability for an item lost or destroyed will be a sum, which will cover the cost to TOR of processing an acceptable replacement item.

G. Communication

1. A representative from the Microfilm Vendor will be appointed to coordinate the project with TOR. The representative will be thoroughly familiar with the terms of this contract and will have an in-depth knowledge of technical micrographic issues and demonstrate a concern for the special requirements of preservation microfilming.

H. Preparation and Targeting

1. Document preparation tasks will be completed as outlined in the specification.
2. Targets will comply with the **TARGETING AND SEQUENCE** section of the attached specification.

3. The TOR will provide informational targets, series descriptions, indexes, and other appropriate finding aids as necessary to aid researchers in use of the microfilm.
 4. The Microfilm Vendor will provide all technical targets, i.e., density, resolutions, start targets, residual thiosulfate test certificate, etc, as outlined in the attached specification.
1. Packing, Pick-up and Delivery.
 1. Microfilm Vendor will adhere to the **Packing** and the **Package Marking** sections of the attached specification.
 2. Microfilm Vendor will maintain a log acknowledging receipt of each shipment of records and will make this log available upon request of the TOR.
 3. All targets and records packed by the TOR in one shipment will be returned together in a single delivery shipment. Original materials, master negatives, printing masters (silver duplicates) and service copies (diaz copies) will be shipped on the same date.
 4. All shipments of film will comply with the attached specification section, **Shipment of Film for Inspection**.
 5. All shipments to and from TOR will be made via agreed upon commercial carrier unless other arrangements are outlined below:

 6. A schedule for pickup and delivery of records and microfilm is outlined below:

I. Quality Control Inspection, Errors and Delays

1. All first generation silver-gelatin microfilm will be inspected by the Microfilm Vendor for compliance with this contract and with the attached specification, sections titled **QUALITY CONTROL** and **REJECTION OF MICROFILM BY THE CUSTOMER**.
2. All first generation silver-gelatin microfilm will be inspected by an independent inspecting agent chosen by the TOR.

3. All film will meet the **Film Stability** guidelines outlined in the section titled **Film Processing and Handling** of the attached specification.
4. Errors reported during the inspection process will be handled as outlined in the specifications.
5. Any errors made by the Microfilm Vendor, which are identified during the inspection process, will be corrected or the rolls refiled without additional charge within thirty (30) days of the Microfilm Vendor's receipt of items for correction. Any extra transportation or mailing cost resulting from such errors will be paid for by the Microfilm Vendor.
6. Additional Microfilm Vendor errors will be corrected at no expense to the TOR if identified one year of the completion date (last date of filing) of the project.

K. Special Microfilming

1. Methods of microfilming other than those specified in this contract and in the attached specification may occasionally be requested by the TOR. Specifications for services not described in this contract and rates charged for these services will be provided on request from the Microfilm Vendor. Any special treatment requiring extra charges will not be carried out by the Microfilm Vendor without the express permission of the TOR.

L. Invoices

1. The Microfilm Vendor will provide detailed invoices for each completed shipment within 14 days of delivery of the shipment to the TOR. Invoices will reflect the price structure delineated in this contract. They will reflect the master negative numbers and will include the number of exposures filmed and the charge per exposure, the number of rolls produced, the number of duplicate rolls, and any other itemized charges, and total charges for shipping.

Dated: Riverhead, New York
June , 1999

TOWN OF RIVERHEAD

By: _____

Vincent Vilella
Town Supervisor

BURROWS SYSTEMS

By: _____

BURROWS SYSTEMS

A DIVISION OF COMPUPOWER CORPORATION

1268

248 Hempstead Turnpike
West Hempstead, NY 11552-2664
Tel: (516) 481-2300
(800) 833-2108
Fax: (516) 481-6213

MICROFILM
MICROFICHE
SCANNING
SERVICE BUREAU

January 21, 1998

Mr. Joe Maiorano
Community Development Agency
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Dear Mr. Maiorano:

Here is our proposal for filming of your documents, as per the information you provided.

1. Marriage Books(4960 pages)

Document preparation (6hrs.)	\$ 90.00
Document filming	272.80
Indexing	173.60
Totals	\$\$\$ 536.40

2. Resolution Books (8,200 images)

Document preparation (12hrs.)	\$ 180.00
Document filming	451.00
Indexing	287.00
Totals	\$ 918.00

3. Minte Books (4,190 pages)

Document preparation (5 hrs.)	\$ 75.00
Document filming	230.45
Indexing	146.30
Totals	\$ 451.75

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MICROFILM
MICROFICHE
SCANNING
SERVICE BUREAU

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~~4. Minute/Resolution Combines Books (30,960 images)~~

Document preparation (24 hrs.)	\$ 360.00
Document filming	1,702.80
Indexing	1,083.60
Totals	\$3,146.40

5. Birth Books (15,500 images)

Document preparation (18hrs.)	\$ 270.00
Document filming	852.50
Indexing	542.50
Totals	\$ 1,665.00

6. Death Books (15,890 images)

Document preparation (18hrs.)	\$ 270.00
Document filming	873.95
Indexing	556.50
Totals	\$ 1,700.45
Duplicate rolls for entire job (32)	272.00

Grand Total \$8,690.00
\$5,543.60