

**SPECIAL BOARD MEETING  
SEPTEMBER 1, 2011**

**CDA RESOLUTION LIST:**

CDA

Res. #13     Ratifies Authorization for Supervisor, as Chairman of and Acting on Behalf of the Community Development Agency to Execute Agreement with LIPA and National Grid to Utilize Property at EPCAL to Store Vehicles and Equipment Necessary to Respond to Power Outages Caused by Hurricane Irene

**RESOLUTION LIST:**

Res. #653     Ratifies Authorization for Supervisor to Execute Agreement with LIPA and National Grid to Utilize Property at EPCAL to Store Vehicles and Equipment Necessary to Respond to Power Outages Caused by Hurricane Irene

Res. #654     Designates Suffolk Theatre Marquee as an Historic Sign Pursuant to the Riverhead Town Code

Res. #655     Authorizes the Supervisor to Execute a License Agreement with Bootleg Productions, Inc.

Res. #656     Authorizes Police Chief to Accept JAG Grant to Purchase a Special Services Vehicle for the Town of Riverhead Police Department

Res. #657     Approves the Submission of a Grant Application to the State of New York Unified Court System

Res. #658     Ratifies Authorization for Purchase of Highway Equipment Required to Conduct Clean-Up of Debris Caused by Hurricane Irene

Res. #659     General Fund Budget Adjustment

Res. #660     I.T. General Fund Budget Adjustment

Res. #661     Highway Fund Budget Adjustment

Res. #662     Recreation Fund Budget Adjustment

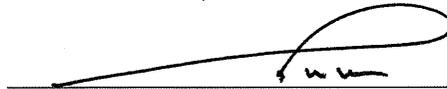
Res. #663     Authorizes the Supervisor to Execute a Settlement Agreement

WAIVER OF NOTICE AND CONSENT  
OF SPECIAL MEETING

We, the Undersigned, being all members of the Riverhead Town Board of the Town of Riverhead, County of Suffolk, and State of New York, do hereby waive notice of the time, place, date and purpose of a meeting of the Town Board of the Town of Riverhead, to be held at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York at 10:00 a.m. on the 1st day of September, 2011 and do consent to the holding of such meeting for the purpose of the following (see attached):

Dated: September 1, 2011  
Media Notified by  
Supervisor

TOWN BOARD MEMBERS  
of Riverhead, New York



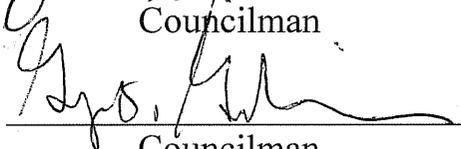
Supervisor



Councilman



Councilman



Councilman



Councilwoman

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- Res. #659      I.T. General Fund Budget Adjustment
- Res. #660      Highway Fund Budget Adjustment
- Res. #661      Authorizes the Supervisor to Execute a Settlement Agreement

**TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY**

**Resolution # 13**

**RATIFIES AUTHORIZATION FOR SUPERVISOR, AS CHAIRMAN OF AND ACTING  
ON BEHALF OF THE COMMUNITY DEVELOPMENT AGENCY TO EXECUTE  
AGREEMENT WITH LIPA AND NATIONAL GRID TO UTILIZE PROPERTY AT  
EPCAL TO STORE VEHICLES AND EQUIPMENT NECESSARY TO RESPOND TO  
POWER OUTAGES CAUSED BY HURRICANE IRENE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on Friday, August 26<sup>th</sup>, 2011, the Supervisor, as Chief Executive Officer for the Town of Riverhead, declared a State of Emergency pursuant to Article 2B of the New York State Executive Law due to the projected path and intensity of Hurricane Irene forecasted to strike eastern Long Island as early as Saturday, August 27<sup>th</sup>, 2011, together with evidence of severe damage and destruction caused by sustained high winds, rain, and flooding suffered by coastal cities and towns along the path of the storm in the days preceding the declaration of a state of emergency for the Town of Riverhead; and

**WHEREAS**, in advance of Hurricane Irene, LIPA secured over 2,200 on-island and off-island line workers and tree crews to assist in projected restoration efforts; and

**WHEREAS**, as forecasted Hurricane Irene impacted eastern Long Island late Saturday evening and high winds and rains plagued the Town of Riverhead throughout the weekend ending late Sunday evening; and

**WHEREAS**, due to the sustained extreme high winds and rain, several town residents have been left without power; and

**WHEREAS**, due to the amount of power outages throughout the town and east end of Long Island, LIPA and National Grid wish to utilize a portion of the EPCAL property to store trucks and equipment to enable fifty five crews to swiftly respond to outages and assess major damage to transmission and distribution lines, substations and other infrastructure caused by Hurricane Irene; and

**WHEREAS**, the health, safety and welfare of the inhabitants of the Town of Riverhead is of paramount concern to the Town of Riverhead; and

**WHEREAS**, in order to protect the health, safety and welfare of the inhabitants of the Town of Riverhead, it was imperative that LIPA and National Grid act swiftly respond to outages and assess major damage to transmission and distribution lines, substations and other infrastructure caused by Hurricane Irene and restore power to the residents of the Town of Riverhead; and

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Riverhead acting as governing board of the Community Development Agency does hereby ratify the authorization for the Supervisor, acting as Chairman of the Community Development Agency of the Town of Riverhead to execute a "Site Agreement" to authorize LIPA and National Grid to utilize a portion of the EPCAL property to store trucks and equipment to enable fifty five crews to swiftly respond to outages and assess major damage to transmission and distribution lines, substations and other infrastructure caused by Hurricane Irene; 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

## SITE ACCESS AGREEMENT

This Site Access Agreement (the "Agreement"), made this 30th day of August, 2011, by and between **Community Development for the Town of Riverhead and the Town of Riverhead ("Riverhead")("Licensor")** a New York corporation, duly organized under the laws of the State of New York, with principal offices at 200 Howell Avenue, Riverhead, New York 11901 and **National Grid Electric Services LLC ("National Grid")("Licensee")**, a New York limited liability corporation, duly organized under the laws of the State of New York, with principal offices at 175 East Old Country Road, Hicksville, New York 11801, as Agent for and on behalf of Long Island Lighting Company d/b/a LIPA ("LIPA"), with principal offices at 333 Earle Ovington Blvd., Uniondale, New York 11553. Licensor and/or Licensee are referred to herein individually as "Party" and collectively as the "Parties."

A. **GENERAL-APPROVED ACTIVITIES:** National Grid/LIPA, their employees, agents, contractors and subcontractors may access the Henry Pfeifer Community Center and 1000 feet of the north end of the runway from the North gate at State Route 25 for the purpose of parking vehicles/equipment (the "Approved Activities"). It is agreed and understood that use of the runway shall not close or restrict the taxiway and instead the taxiway shall remain open to accommodate trucks and heavy equipment utilizing and traversing over and through the EPCAL property under separate agreement with the Community Development Agency and/or Town.

B. **TERMS OF ACCESS**

The Approved Activities on the Site are granted solely from the date first written above through September 15, 2011.

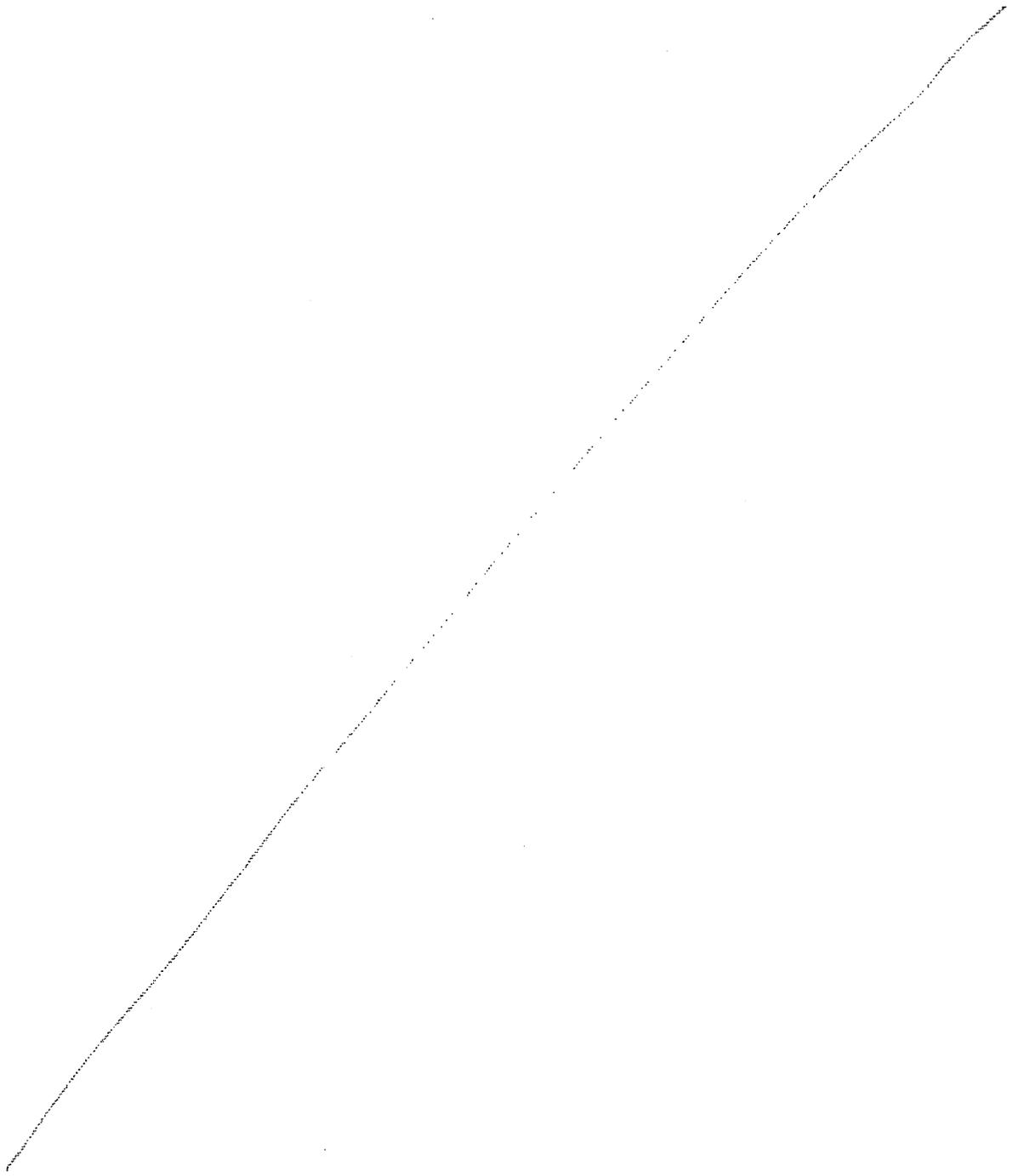
C. **AUTHORIZATION:** Riverhead warrants and represents that they are authorized to enter into this Site Access Agreement on behalf of Property Owner.

In consideration of the mutual promises and agreements herein contained, the Parties agree as follows:

1. Limited Scope. This Agreement does not provide Site access other than to Licensee, its agents, employees, invitees and/or contractors/subcontractors specifically authorized by Licensor to engage in the Approved Activities.
2. Access by Licensor Representatives. Licensor may at all times have access to the Site for the purpose of reviewing the Approved Activities hereunder and inspecting, maintaining and repairing its facilities located on such Site.

D. **NOTIFICATION:**

National Grid/LIPA shall notify Ken Testa, Chief Engineer Town of Riverhead at 631 727-3200 ext 279 or Chief David Hagermiller 631-727-4500 ext 315 regarding access to the Site and subsequent vacating of the Site.



E. REMEDIES

Of Third Parties. No third party, except authorized subsidiaries, affiliates or assignees of National Grid and/or LIPA shall have any rights to enforce the terms of this Agreement.

F. COMPLIANCE WITH LAWS

National Grid/LIPA shall comply with any and all applicable laws, ordinances, permits or zoning requirements of the School District or any Federal, State or municipal body or agency, for the use of the Site for the Approved Activities.

G. INDEMNIFICATION/INSURANCE

National Grid/LIPA ("Licensee") shall hereby release, hold harmless and indemnify the CDA and the Town of Riverhead ("Licensor") from any liability arising in connection with Licensee's use of the Henry Pfeifer Community Center and 7000' runway ("Leased Space") as set forth in this Agreement.

Licensor will be held harmless by Licensee and Licensee shall defend and indemnify from and against any and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, including, without limitation, reasonable attorney's fees in connection therewith, of every nature, including but not limited to claims for bodily injury or death, by any third party, and by or on behalf of the contractors, agents, servants or employees ("Losses"), arising out of or in connection with Licensee's use and the use of its agents, servants, employees, or contractors of the Leased Space, unless the Losses are caused by or are the result of the misconduct or negligence of Licensor or any of Licensor's agents, servants, employees, licensees or invitees.

Licensor will be held harmless by Licensee and Licensee agrees to defend and indemnify Licensor for property damage, including damage to the Leased Space, arising out of or in connection with Licensee's use and the use of its agents, servants, employees, or contractors of the Leased Space, unless the damages are caused by or are the result of the misconduct or negligence of Licensor or any of Licensor's agents, servants, employees, licensees or invitees.

Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Licensed Space by Licensee will be so installed, kept, stored or maintained at the risk of Licensee. Licensor will not be responsible for any loss or damage to equipment owned by Licensee which might result from tornadoes, lightning, wind storms or other Acts of God, provided, however, Licensor will be responsible for and agrees to hold Licensee harmless from any liability (including reimbursement of reasonable legal fees and all costs) for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Licensor or any of Licensor's agents, servants, employees, licensees or invitees.

Except for willful misconduct, neither Licensor nor Licensee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

Prior to utilizing the Site, National Grid/LIPA will furnish to the Property Owner a Certificate of Insurance and will include the Property Owner as additional insured.

H. MAINTENANCE/RESTORATION

Licensee will be responsible for maintaining the Site in clean, orderly condition, good repair and in a secured condition throughout the term. Upon completion of the Approved Activities, National Grid/LIPA, at their expense, shall repair any damage to the Site or remit a mutually agreed upon cost, if any.

I. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York except for conflict of law issues.

J. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties for the Approved Activities, and no amendments, additions, or modifications hereto shall be valid unless in writing and signed by all the Parties hereto.

K. BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

L. ASSIGNMENT

This Agreement and the rights and obligations associated herewith may not be assigned without prior written consent of the other party.

M. SEVERABILITY

If any provision of the Agreement shall be declared to be unenforceable, the remaining provisions hereof shall remain in full force and effect.

N. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument.

O. WAIVER

No delay or omission by either party in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any agreement or covenant herein shall be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

P. ARTICLE

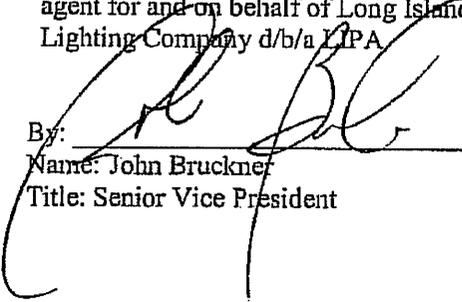
The article headings and other titles used in this Agreement are for convenience only and shall not affect the construction of any terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

Community Development for the Town of  
Riverhead and the Town of Riverhead

By:   
Name: Sean M. Walter  
Title: Supervisor

National Grid Electric Services LLC, as  
agent for and on behalf of Long Island  
Lighting Company d/b/a LIPA

By:   
Name: John Bruckner  
Title: Senior Vice President

**TOWN OF RIVERHEAD**

**Resolution # 653**

**RATIFIES AUTHORIZATION FOR SUPERVISOR TO EXECUTE AGREEMENT WITH LIPA AND NATIONAL GRID TO UTILIZE PROPERTY AT EPCAL TO STORE VEHICLES AND EQUIPMENT NECESSARY TO RESPOND TO POWER OUTAGES CAUSED BY HURRICANE IRENE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, on Friday, August 26<sup>th</sup>, 2011, the Supervisor, as Chief Executive Officer for the Town of Riverhead, declared a State of Emergency pursuant to Article 2B of the New York State Executive Law due to the projected path and intensity of Hurricane Irene forecasted to strike eastern Long Island as early as Saturday, August 27<sup>th</sup>, 2011, together with evidence of severe damage and destruction caused by sustained high winds, rain, and flooding suffered by coastal cities and towns along the path of the storm in the days preceding the declaration of a state of emergency for the Town of Riverhead; and

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**THE VOTE**

Giglio Yes No      Gabrielsen Yes No  
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Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

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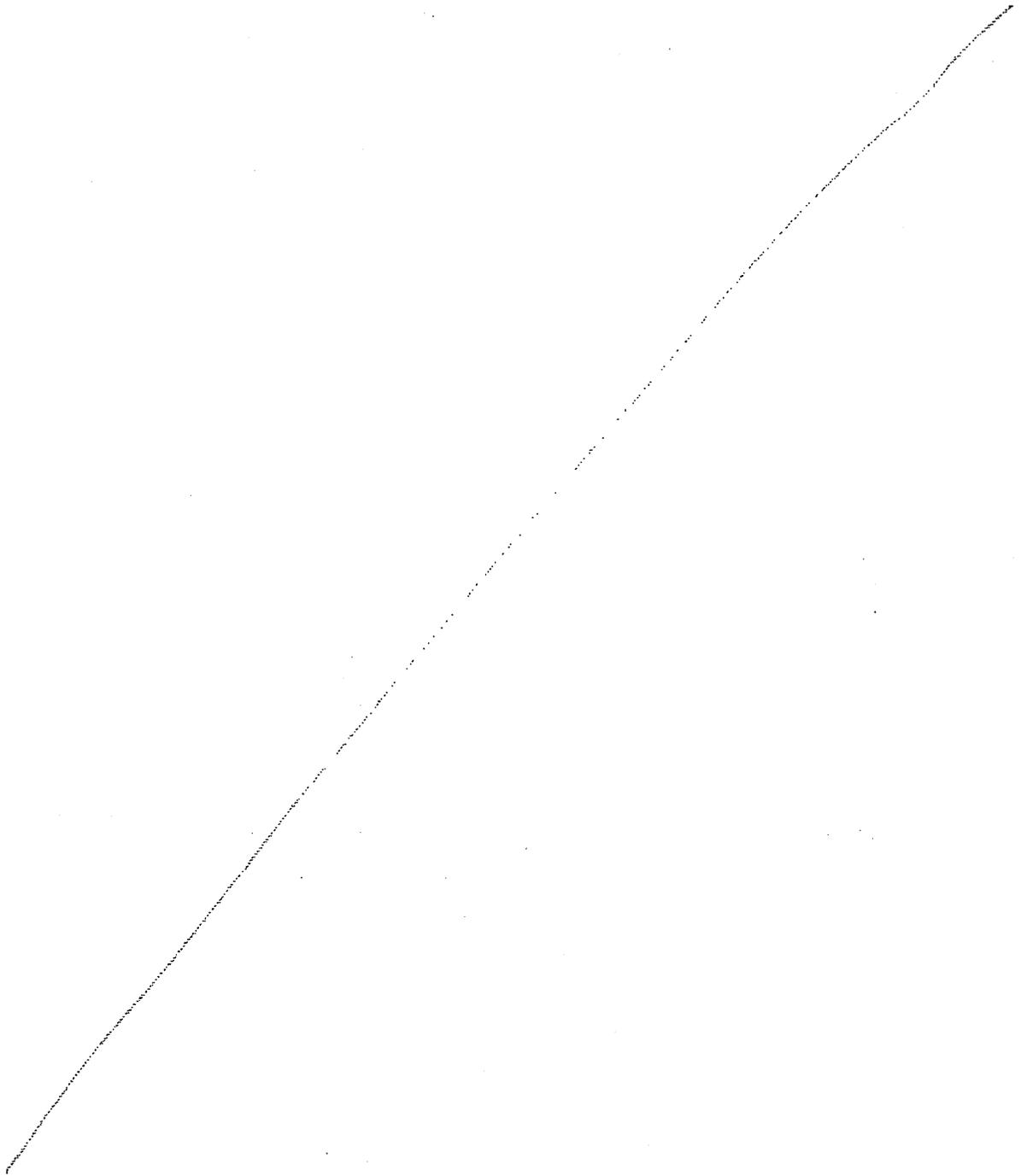
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Licensor will be held harmless by Licensee and Licensee agrees to defend and indemnify Licensor for property damage, including damage to the Leased Space, arising out of or in connection with Licensee's use and the use of its agents, servants, employees, or contractors of the Leased Space, unless the damages are caused by or are the result of the misconduct or negligence of Licensor or any of Licensor's agents, servants, employees, licensees or invitees.

Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Licensed Space by Licensee will be so installed, kept, stored or maintained at the risk of Licensee. Licensor will not be responsible for any loss or damage to equipment owned by Licensee which might result from tornadoes, lightning, wind storms or other Acts of God, provided, however, Licensor will be responsible for and agrees to hold Licensee harmless from any liability (including reimbursement of reasonable legal fees and all costs) for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Licensor or any of Licensor's agents, servants, employees, licensees or invitees.

Except for willful misconduct, neither Licensor nor Licensee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

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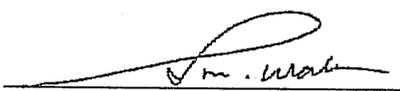
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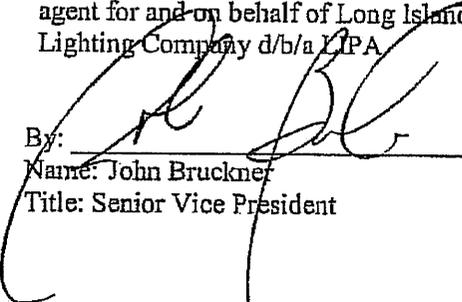
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Community Development for the Town of  
Riverhead and the Town of Riverhead

By:   
Name: Sean M. Walter  
Title: Supervisor

National Grid Electric Services LLC, as  
agent for and on behalf of Long Island  
Lighting Company d/b/a LIPA

By:   
Name: John Bruckner  
Title: Senior Vice President

09.01.2011  
110654

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 654**

**DESIGNATES SUFFOLK THEATRE MARQUEE AS AN HISTORIC SIGN  
PURSUANT TO THE RIVERHEAD TOWN CODE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, pursuant to Chapter 73 of the Riverhead Town Code, a procedure exists for designation of landmarks and historic districts; and

**WHEREAS**, the marquee for the Suffolk Theatre was erected on its present site in 1932; and

**WHEREAS**, this marquee is a classic piece of 1930's roadside architecture and a unique piece of Riverhead's culture; and

**WHEREAS**, the marquee of the Suffolk Theatre is a sign having historical quality in terms of age, design and relationship to the restoration of the Suffolk Theatre; and

**WHEREAS**, the Suffolk Theatre, including its historic marquee was designated a official Riverhead Landmark in 2004; and

**WHEREAS**, the Suffolk Theatre is located within the downtown historic district created in 2006 by the Town Board; and

**WHEREAS**, the Suffolk Theatre is located within the Downtown Center-1 (DC-1) Zoning Use District; and

**WHEREAS**, with exception of internally illuminated box signs, all sign types are permitted within the Downtown Center-1 (DC-1) Zoning Use District; and

**WHEREAS**, Suffolk Theatre has applied for the addition of the electronic message boards to the marquee; and

**WHEREAS**, the majority of the Landmarks Preservation Commission has determined that the additions to the marquee are compatible with the historic character of the marquee; and

**WHEREAS**, the additions to the marquee are consistent with and in keeping with repairs or restoration performed to other historic and nationally recognized marquees; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board be and hereby determines that the Suffolk Theatre Marquee is a historic sign having historical quality in terms of age, design and relationship to the restoration of the Suffolk Theatre; and be it further

**RESOLVED**, that the Town Board be and hereby determines that the marquee is an historic sign under section 108-56 F (8) of the Code of the Town of Riverhead and that the and repairs, restoration and maintenance is just and proper; and be it further

**RESOLVED**, that the Town Clerk shall provide a copy of this resolution to Robert Castaldi c/o Pike Realty Co., LLC, 118 East Main Street, Riverhead, New York 11901; Richard Wines, the Building Department, the Planning Department and the Office of the Town Attorney.

**THE VOTE**

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

The Resolution Was  Thereupon Duly Declared Adopted

09.01.2011  
110655

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 655**

**AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH  
BOOTLEG PRODUCTIONS, INC.**

(Utilize police personnel and police cars  
for "Boardwalk Empire" series)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Riverhead Agency hereby authorizes the Supervisor to execute a License Agreement (copy attached herewith) between the Town of Riverhead and Bootleg Productions, Inc. in connection with the utilization of Town of Riverhead property for video taping of the "Boardwalk Empire" series; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Jon Caro, Location Coordinator, Bootleg Productions, Inc., 15 Washington Avenue, Suite 3365, Brooklyn, New York 11205; 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

## **LICENSE AGREEMENT FOR UTILIZATION OF TOWN FACILITIES**

This Contract is made and entered into as of this \_\_\_\_\_ day of September, 2011 by and between Bootleg Productions, Inc., a corporation existing under laws of the State of Delaware, having a principal place of business at 15 Washington Avenue, Suite 3365, Brooklyn, New York 11205 and the Town of Riverhead, a municipal corporation with offices located at 200 Howell Avenue, County of Suffolk and State of New York:

WHEREAS, Bootleg Productions, Inc., wishes to utilize the Town of Riverhead Police Department for the purposes of videotaping for film production for “Boardwalk Empire” Series; and

WHEREAS, the Town of Riverhead has agreed to permit the utilization of these facilities for said production on September 6, 2011; and

WHEREAS, Bootleg Productions, Inc., agreed to terms under which it will be granted the use of said facilities and personnel of the Riverhead Police Department;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Use of Property: the Town of Riverhead hereby grants Bootleg Productions, Inc. permission to utilize the Town property described herein commencing at 4:00 a.m. and ending at 9:00 p.m. on September 6, 2011 (rain date of September 7, 2011) for the aforementioned purposes.

Bootleg Productions, Inc. may not use any images of the police personnel and/or the police vehicles.

2. Cleanup: Bootleg Productions, Inc. agrees to provide cleanup and

removal of any debris or props deposited by reason of its actions in connection with the agreement.

3. Compliance With Laws: Bootleg Productions, Inc., agrees at all times comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder, and will secure any and all permits or licenses required for its activities and operations carried out at the Property.

4. Compensation: In exchange for License set forth above for the use of the Town property, Bootleg Productions, Inc., as required, will pay the Town \$156.06 per hour for the utilization of police personnel and \$10.00 per hour for the utilization of a police vehicle. Bootleg Productions, Inc. shall pay a sum of \$2,823.02 for utilization of one (1) police officer and one (1) police vehicle for a period commencing at 4:00 a.m. and continuing to 9:00 p.m. This sum shall be made payable to the Town of Riverhead and shall be paid at the time Bootleg Productions, Inc. signs this Agreement. On the filming date, Bootleg Productions, Inc. may request assistance from the officers beyond 9:00 p.m. for the hourly rate listed above and the Town of Riverhead will use its best efforts to provide such assistance. Any additional sums payable by Bootleg Productions, Inc. under this Agreement shall be made within 30 days of the date hereof.

5. Responsibilities of Bootleg Productions, Inc.: Subject to the terms of this Agreement, Bootleg Productions, Inc., will be responsible for carrying out and shall have exclusive control of all operations associated with the videotaping and related activities, including without limitation, and shall diligently and continuously engage in such cleanup efforts so

that the cleanup will be accomplished as soon as reasonably practicable (but in no event later than five days thereafter). All facilities and grounds, if applicable, will be restored to the condition that existed prior to the videotaping (hereafter, the "restoration") and be completely clean and free of clutter and debris.

6. Insurance and Indemnification: Bootleg Productions, Inc., will be responsible for providing commercial general liability insurance in the amount of not less than \$2,000,000.00 with a company or companies reasonably satisfactory to the Town. Bootleg Productions, Inc. shall provide certificate(s) of the foregoing insurance, showing the Town of Riverhead as additional insured to the extent of their interest. Finally, Bootleg Productions, Inc. agrees to indemnify and hold the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability associated with the videotaping and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by Bootleg Productions, Inc. and its employees, agents, representatives and concessionaires, of the Property except to the extent caused by the negligence or willful misconduct by the Town of Riverhead. With respect to any suit or claim by Town of Riverhead whether under this indemnification provision or otherwise, Bootleg Productions, Inc. for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable outside attorneys fees incurred by the Town securing compliance with the provision of this indemnification agreement.

7. Successors and Assigns: This agreement shall be binding upon and

inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party.

8. Entire Agreement: This contract constitutes the entire agreement between the parties and no further agreement, express or implied, written or oral, exists with respect to the subject matter of this document.

9. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

In Witness Whereof, Bootleg Productions, Inc. has caused this instrument to be signed in its corporate name and Town of Riverhead has caused this instrument to be signed in its municipal name by Sean M. Walter, its Supervisor, hereunto duly authorized, as of the day and the year first above written.

Bootleg Productions, Inc.

By: \_\_\_\_\_  
Name:

The Town of Riverhead

By: \_\_\_\_\_  
Name: Sean M. Walter, Supervisor

**TOWN OF RIVERHEAD**

**Resolution # 656**

**AUTHORIZES POLICE CHIEF TO ACCEPT JAG GRANT TO PURCHASE A SPECIAL SERVICES VEHICLE FOR THE TOWN OF RIVERHEAD POLICE DEPARTMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead was eligible to apply for funding through the Federal Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program to provide funds to support the Riverhead Police Department enforcement activities; and

**WHEREAS**, the Community Development Department successfully applied for JAG funds in the amount of \$10,692 towards the purchase of a 2011 Chevrolet Tahoe as a Special Services Vehicle for the Riverhead Police Department.

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Board hereby authorizes the Police Chief to accept the grant award and special conditions by signing the Award Document.

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



Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 30, 2011

Chief David J. Hegermiller  
Town of Riverhead  
100 Howell Avenue  
Riverhead, NY 11901-2515

Dear Chief Hegermiller:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of \$10,692 for Town of Riverhead.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Shaketta Cunningham, Program Manager at (202) 514-4493; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

*[Signature]*

Denise O'Donnell  
Director

Enclosures



## Department of Justice

Office of Justice Programs

Office for Civil Rights

Washington, D.C. 20531

August 30, 2011

Chief David J. Hegermiller  
Town of Riverhead  
100 Howell Avenue  
Riverhead, NY 11901-2515

Dear Chief Hegermiller:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

### **Ensuring Access to Federally Assisted Programs**

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

### **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

### **Ensuring Equal Treatment for Faith-Based Organizations**

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this office.

## Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

### Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO Plan), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

#### 1) Meeting the EEO Plan Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO Plan and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEO Plan, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eop.htm>. You may also request technical assistance from an EEO Plan specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO Plan, but it does not have to submit the EEO Plan to OCR for review. Instead, your organization has to maintain the EEO Plan on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO Plan requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eop.htm>.

#### 2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

### Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO Plan, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-5990 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



GRANTEE NAME AND ADDRESS (Including Zip Code)

City of Riverhead  
Well Avenue  
Riverhead, NY 11901-2515

4. AWARD NUMBER: 2011-DJ-BX-2837

5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2014  
BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2014

6. AWARD DATE 08/30/2011

7. ACTION

8. SUPPLEMENT NUMBER  
00

Initial

9. PREVIOUS AWARD AMOUNT

\$ 0

PROJECT TITLE  
Services Vehicle Project

10. AMOUNT OF THIS AWARD

\$ 10,692

11. TOTAL AWARD

\$ 10,692

ADDITIONAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

LEGISLATIVE AUTHORITY FOR GRANT

This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

METHOD OF PAYMENT

AGENCY APPROVAL

GRANTEE ACCEPTANCE

NAME AND TITLE OF APPROVING OFFICIAL

O'Donnell

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

David J. Hegermiller  
Chief of Police

SIGNATURE OF APPROVING OFFICIAL

*[Signature]*

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

ACCOUNTING CLASSIFICATION CODES

FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT
B	DJ	80	00	00		10692

21. KDJUGT1525



AWARD NUMBER 2011-DJ-BX-2837

AWARD DATE 08/30/2011

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



AWARD NUMBER 2011-DJ-BX-2837

AWARD DATE 08/30/2011

*SPECIAL CONDITIONS*

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
10. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
11. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
12. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.



T NUMBER 2011-DJ-BX-2837

AWARD DATE 08/30/2011

*SPECIAL CONDITIONS*

13. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

4. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
5. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.



AWARD NUMBER 2011-DJ-BX-2837

AWARD DATE 08/30/2011

*SPECIAL CONDITIONS*

16. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
17. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
18. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
19. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
20. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
21. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
22. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
23. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



## Grant

CT NUMBER 2011-DJ-BX-2837

AWARD DATE 08/30/2011

### *SPECIAL CONDITIONS*

24. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
25. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



Department of Justice  
Office of Justice Programs

*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**Subject:** Orbin Terry, NEPA Coordinator

**Summary:** Incorporates NEPA Compliance in Further Developmental Stages for Town of Riverhead

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are expended directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the

The specified activities requiring environmental analysis are:

new construction;

renovation or remodeling of a property located in an environmentally or historically sensitive area, or properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic use or (b) significantly change its size;

implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Compliance with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

You should be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



PROJECT NUMBER

2011-DJ-BX-2837

PAGE 1 OF 1

This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

## 1. STAFF CONTACT (Name &amp; telephone number)

Shaketta Cunningham  
(202) 514-4493

## 2. PROJECT DIRECTOR (Name, address &amp; telephone number)

Joseph Maiorana  
Asst. Community Development Project Supervisor  
200 Howell Avenue  
Riverhead, NY 11901-2515  
(631) 722-4444 ext.236

## 3a. TITLE OF THE PROGRAM

FY 2011 Justice Assistance Grant Program

## 3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

## 4. TITLE OF PROJECT

Special Services Vehicle Project

## 5. NAME &amp; ADDRESS OF GRANTEE

Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901-2515

## 6. NAME &amp; ADDRESS OF SUBGRANTEE

## 7. PROGRAM PERIOD

FROM: 10/01/2010 TO: 09/30/2014

## 8. BUDGET PERIOD

FROM: 10/01/2010 TO: 09/30/2014

## 9. AMOUNT OF AWARD

\$ 10,692

## 10. DATE OF AWARD

08/30/2011

## 11. SECOND YEAR'S BUDGET

## 12. SECOND YEAR'S BUDGET AMOUNT

## 13. THIRD YEAR'S BUDGET PERIOD

## 14. THIRD YEAR'S BUDGET AMOUNT

## 15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will utilize the grant to support law enforcement initiatives. Specifically, funds will be used to purchase a special services vehicle. The project goal is to provide more effective operational services for the Riverhead Police Department. NCA/NCF

## Joe Maiorana

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**From:** donot-reply@ojp.usdoj.gov  
**Sent:** Tuesday, August 30, 2011 9:24 PM  
**To:** walter@riverheadli.com; maiorana@riverheadli.com  
**Subject:** GMS Award 2011-DJ-BX-2837

Congratulations. You have been awarded a grant by the Office of Justice Programs at the Department of Justice. Accepting your award is a two step process.

The first step is to designate a Financial Point of Contact (FPOC) for your award. To designate a FPOC please follow these steps:

1. Log into GMS.
2. Click the "Awards" link on the navigation bar on the left hand side.
3. Click the "View Award Instructions" link to the right of the award you want to accept.
4. A new page displays with this message near the top: "The FPOC designation must be submitted before the Award Package can be accessed." The page contains text boxes highlighted in light yellow to capture the FPOC registration information.
  - a. If information for the FPOC of this award already exists in GMS, the first table entry will contain a box with the text "Available Financial Points of Contact." There is a box with a dropdown arrow to allow the selection of the FPOC. Select the name and click the "Load POC" box. GMS will populate the data entry fields with information from the user Profile. Click the button near the bottom of the page labeled "Submit."
  - b. If the name of the FPOC is not one of the choices using the dropdown arrow, type the appropriate information in each of the fields. Fields with an asterisk (\*) are required. Click the button near the bottom of the page labeled "Submit." The FPOC will receive an email requesting them to complete the FPOC registration.
5. Click "Yes" on the confirmation page.
6. You are allowed to assign more than one FPOC to each award. You are able to change the FPOC under the "Manage Users" link on the GMS home page.

NOTE: If you come to the Financial Point of Contact designation screen and the information in the fields are already grayed out and no "Submit" button is available, then the Financial Point of Contact has already been chosen. You will have to accept your award and await confirmation before you can change this designation. If, at that time, you need instructions on how to proceed, you can review the "Creating a Financial Point of Contact instructions" or contact the GMS Helpdesk for assistance.

The second step is to click on the "Award Document" link and download the award documents. If you choose to accept the award and ALL the special conditions, please:

1. Print the Award Document and Special Conditions.
2. Have the Award Document signed by the Authorized Grantee Official (Note: In Box 18 of the Award Document, the name and the title of the authorized grantee official are preprinted. The person named as the official in Box 18 should sign the Award Document in Box 19 and enter the signature date in Box 19A).
3. Have the Authorized Grantee Official initial the bottom right corner of each page listing any Special Conditions of the Award Document.
4. Return BOTH the Award Document and the Special Conditions pages to the Office of Justice Programs, Control Desk by email to acceptance@usdoj.gov or by fax to (toll free) 1-866-388-3055 or (local) 202-354-4081. Select only ONE of these submission options to avoid duplicate submissions.

If you choose not to accept the award, or if you do not agree with the terms/conditions of the award and would like to discuss options, then please contact your OJP program manager, Shaketta Cunningham at 2025144493.

If the Authorized Grantee Official named on the Award Document is no longer authorized to accept this award on behalf of your organization, do not alter the pre-printed name in box 18. Please go to the Grant Adjustment Notice (GAN) link and request an adjustment to the name of the authorized official. This GAN must be approved before you can accept the award. Once the GAN to change the name of the authorizing official has been approved, you should:

1. Print the approved GAN;
2. Print the original award document;
3. Have the new approving official sign the acceptance next to the former official's name and initial the special conditions page(s);
4. Email or fax the signed acceptance, special conditions, and the approved GAN to the Control Desk as noted above in #4;

If you have programmatic questions, contact Shaketta Cunningham at 2025144493. For financial questions, contact OCFO Customer Service at 1-800-458-0786. For questions about retrieving or printing these documents, designating a Financial Point of Contact, or creating a Grant Adjustment, please contact the GMS Help Desk at 1-888-549-9901 option #3 or email them at [gms.helpdesk@usdoj.gov](mailto:gms.helpdesk@usdoj.gov).

Web link to GMS: <https://grants.ojp.usdoj.gov>

Please follow these links to access important OJP instructions:

Creating a financial point of contact instructions:

[http://www.ojp.usdoj.gov/funding/pdfs/fsr\\_user\\_manual.pdf](http://www.ojp.usdoj.gov/funding/pdfs/fsr_user_manual.pdf)

Post Award Instructions: [http://www.ojp.usdoj.gov/funding/pdfs/post\\_award\\_instructions.pdf](http://www.ojp.usdoj.gov/funding/pdfs/post_award_instructions.pdf)

OJP Financial Guide: <http://www.ojp.usdoj.gov/financialguide/>

Please do not reply to this message. You can contact your program manager Shaketta Cunningham at 2025144493.

**TOWN OF RIVERHEAD**

**Resolution # 657**

**APPROVES THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF NEW YORK UNIFIED COURT SYSTEM**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, grant funding is available from the State of New York Unified Court System through its Just Court Assistance Program (JCAP); and

**WHEREAS**, JCAP provides grants up to \$30,000 to assist localities in the operation of their Justice Courts, including the purchase of office equipment/furniture; and

**WHEREAS**, due to the inadequate space at the Town of Riverhead Justice Court Building a movable storage system is needed to create more room for storage and an efficient filing/storage system; and

**WHEREAS**, the Town Board is committed to supporting efforts of the Justice Court to create an efficient filing/storage system; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the Justice Court to submit a grant application supporting the purchase of equipment for a moveable storage system, pursuant to NYS Commodity Contract PC64041, and authorizes the Town Supervisor to sign the grant application.

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to The Honorable Judge Smith, The Honorable Judge Ehlers, Roberta Morrissey Justice Court Director, Sarah Manarel - Justice Court, and the Office of Accounting; 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

**Modern Office Systems, LLC.**  
 45 West 36th St.  
 9th Fl.  
 New York, NY 10018  
 Phone: (212) 290-0440  
 Fax: (212) 290-0455



**Quote # 42970**

Date: August 31, 2011

Project # 22349

Page 1 of 1

August 31, 2011

**BILL TO:**  
 Sarah Manarel  
 Town of Riverhead  
 210 Howell Avenue  
 Riverhead, NY 11901

**SHIP TO:**

**INSTALL TO:**

SALESPERSON	QUOTE NAME	PAYMENT TERMS
Michael Jaworecki	SS Movable Shelving Option 1	Net 10

**OPTION 1**

LINE	DESCRIPTION	LINE TOTAL
1	<p>1.Movable System</p> <p style="text-align: center;"><b><u>Spacesaver Movable Shelving System</u></b></p> <p>Option 1            One module of mechanically operated shelving consisting of:</p> <ul style="list-style-type: none"> <li>• 6 Double-faced movable ranges 8'-6"L x 37 1/2"D x 102 1/2"H</li> <li>• 1 Single-faced fixed range 8'-6"L x 37 1/2"D x 97 3/4"</li> <li>• 1 36" - Aisle Space</li> </ul> <p>Total capacity is 846 boxes.</p> <p>Shelving sections are 95 3/4 or 97 1/4"H H x 30"/42" L with 9 adjustable plain shelves per side. Double-faced sections are 36"D. Single-faced sections are 18" D. Clearance between shelves is 9 3/4"H.</p> <p>All ranges are installed complete with canopy tops and laminate end panels. The entire module has a low profile finished floor and ramp.</p> <p>Overall height of system is 102 1/2"H</p> <p>Pricing based on NY State Contract PC64041</p> <p>Purchase orders must be made out to:</p> <p><b>Spacesaver Storage Systems Inc.</b>  <b>1450 Janesville Road</b>  <b>Fort Atkinson WI 53538</b></p> <p style="text-align: center;"><b>*Quote Valid based on current NY State Contract. If Contract is modified, there could be a price adjustment*</b></p>	\$28,914.00

Subtotal:	\$28,914.00
Tax:	\$0.00
<b>Total:</b>	<b>\$28,914.00</b>

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_

Note: Quoted price includes local delivery and installation by our prevailing wage personnel during normal working hours. Also, included is a one-year warranty. Thirty days free storage; \$5/cwt per month thereafter.

**TOWN OF RIVERHEAD**

**Resolution # 658**

**RATIFIES AUTHORIZATION FOR PURCHASE OF HIGHWAY EQUIPMENT REQUIRED TO  
CONDUCT CLEAN-UP OF DEBRIS CAUSED BY HURRICANE IRENE**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

**WHEREAS**, on Friday, August 26<sup>th</sup>, 2011, the Supervisor, as Chief Executive Officer for the Town of Riverhead, declared a State of Emergency pursuant to Article 2B of the New York State Executive Law due to the projected path and intensity of Hurricane Irene forecasted to strike eastern Long Island as early as Saturday, August 27<sup>th</sup>, 2011, together with evidence of severe damage and destruction caused by sustained high winds, rain, and flooding suffered by coastal cities and towns along the path of the storm in the days preceding the declaration of a state of emergency for the Town of Riverhead; and

**WHEREAS**, as forecasted Hurricane Irene impacted eastern Long Island late Saturday evening and high winds and rains plagued the Town of Riverhead throughout the weekend ending late Sunday evening; and

**WHEREAS**, due to the sustained extreme high winds and rain, several town roadways were rendered impassable or dangerous due to downed trees, tree limbs, branches, leaves and related debris; and

**WHEREAS**, due to the amount of downed trees, limbs and branches littered along Town highways and roadways throughout the town, the Town of Riverhead Highway Department requires additional equipment to accomplish the tasks related to removal of the debris such that the roadways may be made safe for vehicle and pedestrian traffic; and

**WHEREAS**, the health, safety and welfare of the inhabitants of the Town of Riverhead is of paramount concern to the Town of Riverhead; and

**WHEREAS**, in order to protect the health, safety and welfare of the inhabitants of the Town of Riverhead, it was imperative that the Town of Riverhead act swiftly and purchase the necessary equipment to enable Town Highway Department personnel to accomplish the tasks related to removal of the debris; and

**WHEREAS**, the Town Board does hereby declare that the conditions, to wit: sustained high winds and rain caused by Hurricane Irene and the aftermath of fallen trees, severed tree limbs, downed tree branches and related debris existing on and along Town highways and roadways to be a public emergency under General Municipal Law section 103(4) such that it is appropriate for the Superintendent of Highways to negotiate and purchase the equipment such that clean-up of the debris may be completed post haste ; and

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Riverhead be and does hereby ratify the authorization for the Superintendent of Highways for the Town of Riverhead to secure an emergency purchase order to Vermeer Corporation in the amount of \$34, 903.00 for the purchase of a brush chipper (BC 1200 XL Brush Chipper to conduct and complete clean up of debris on and along Town highway and roadways; 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 PURCHASE REQUEST



## Highway Department

**Req No: 2011-00132-SB**

Req Date: 08/31/2011

Req Fund: 111.051300.524000

Req App: N

Date Needed: 08/31/2011

Available Funds: \$77,423.00

PO No:

Recommended Vendor: Vermeer Sales & Service Inc.

Vendor No: 55004

Qty	Class	Description	Unit Price	Amount
1	02004	Vermeer BC1200 XL Wood Chipper	\$34,903.00	\$34,903.00
1			\$0.00	\$0.00
1		Emergency purchase for chipping of wood	\$0.00	\$0.00
1		debris due to Hurricane Irene	\$0.00	\$0.00
1		TBR to be adopted on 9/7/11	\$0.00	\$0.00
* If exact Amount of Purchase is not known by Department Head, an estimate must be given.			<b>TOTAL:</b>	\$34,903.00

Emergency PO requested.

Department Head Signature

### DETERMINATION OF SUPERVISOR:

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

<THIS IS A TENTATIVE APPROVAL SUBJECT TO AVAILABLE FUNDS>

**TOWN OF RIVERHEAD**

**Resolution # 659**

**GENERAL FUND**

**BUDGET ADJUSTMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Financial Administrator is requesting a transfer of funds for Information Technology education and training costs;

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
001.016800.543900	Miscellaneous Consultants	3,000	
001.016800.543400	Education		3,000

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

**THE VOTE**

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

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 660**

**HIGHWAY FUND**

**BUDGET ADJUSTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**WHEREAS**, the Superintendent of Highway is requesting a transfer of funds to purchase a wood chipper for the cleanup efforts as a result of Hurricane Irene ;

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

		<b><u>FROM</u></b>	<b><u>TO</u></b>
111.000000.499999	Fund Balance	35,000	
111.051300.524000	Equipment		35,000

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

**THE VOTE**

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

Walter  Yes  No

The Resolution Was  Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 661**

**AUTHORIZES THE SUPERVISOR TO EXECUTE  
A SETTLEMENT AGREEMENT**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town of Riverhead commenced an action against Crown Sanitation in the Supreme Court, Suffolk County under Index No. 09-29518; and

**WHEREAS**, the Town of Riverhead and Crown Sanitation have agreed to settlement of the action; and

**WHEREAS**, in light of the costs attendant to proceeding to a trial with the attendant uncertainties of litigation it is in the best interests of the Town to accept the settlement proposal; and

**WHEREAS**, the Town of Riverhead expects to receive in excess of 10,000 cubic yards of debris due to Hurricane Irene; and

**WEHREAS**, the Town of Riverhead has opened a special collection point for debris from Hurricane Irene; and

**WHEREAS**, it is in the best interest of the residents of the Town of Riverhead to grind and process the yard waste immediately; and

**WHEREAS**, this stipulation of settlement requires Crown Sanitation to grind this yard waste at no cost to the taxpayers of Riverhead.

**NOW BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby accepts the settlement proposal in substantially the form of the Stipulation of Settlement; and it is further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an Stipulation of Settlement with Crown Sanitation, in substantially the same form annexed hereto; 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  
Wooten ABSTAIN

Gabrielsen Yes No  
Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

DRAFT  
**FOR SETTLEMENT PURPOSES ONLY**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

-----X

TOWN OF RIVERHEAD,

Plaintiff,

-against-

Index No. 09-13303

CROWN SANITATION ROLL OFF SERVICE INC., CROWN SANITATION FRONT END SERVICES, INC., RELIANCE LEASING CORP., FRANK ROSSANO, and ROSSANO FAMILY LIMITED PARTNERSHIP, JOHN ROES AND MARY ROES "1" to "10", said names being Fictitious and presently unknown but who are believed to be tenants, operators, contractors, invitees, and/or licensees of 472 Edwards Avenue, Calverton, New York.

Defendants.

-----X

WHEREAS, Defendant, the Rossano Family Limited Partnership, is the owner in fee of real property known as 472 Youngs Avenue, Calverton, New York, currently designated as Suffolk County Tax Map No. 0600-80-2-14.1 (the "Site" and/or the "Property"); and

WHEREAS, Reliance Leasing Corp. and "Crown Sanit." obtained Zoning Use Permit No. ZB 34226 (the "Use Permit") dated March 3, 2009 from Sharon E. Klos, Building Permits Coordinator of the Town of Riverhead, which sets forth the following use: "Agricultural Use as a Tree Farm & site preparation by clearing, grading & exporting 76,000 cu yards of material"; and

WHEREAS, on or around June 1, 2009, Plaintiff's Building Department Administrator issued a letter directing that Defendant Reliance Leasing Corp. and "Crown Sanit." "immediately cease and desist all grading, clearing, excavation and/or exportation of any materials from the site until such permission is granted by the Riverhead Town Board;" and

WHEREAS, the Town also on or around June 1, 2009 amended the Use Permit (the "Amended Use Permit") to delete the "grading clearing, and/or exportation of any materials from the site" from the permit, but continued the "Agricultural Use as a Tree Farm" as set forth on the prior permit; and

WHEREAS, Defendant's counsel responded by letter dated June 9, 2009 objecting to the Town's actions; and

WHEREAS, on July 28, 2009 Plaintiff commenced the above-captioned action against the Rossano Limited Family Partnership, Frank Rossano, Crown Sanitation Roll Off Service Inc., Crown Sanitation Front End Services, Inc., and Reliance Leasing Corp. (collectively referred to as the "Defendant") in this Stipulation, seeking certain relief, including, but not limited to a judgment declaring that a) Defendant's excavation, processing and exportation of material from the property is not a permitted use in the Agricultural Protection Zone District; b) that Defendant must obtain an excavation permit under Chapter 62 of the Town Code; and c) that the Town is entitled to payment for material removed from the site; and

WHEREAS, the action also sought a temporary restraining order ("TRO"), preliminary injunction and permanent injunction enjoining Defendant from the excavation, processing and removal of material from the property and sought civil penalties for violations of the Town Code; and

WHEREAS, the TRO was struck from Plaintiff's order to show cause and the preliminary injunction was denied in a decision dated September 18, 2009; and

WHEREAS, the parties commenced discovery in the action and have entered into a Court-ordered Stipulation regarding the completion of discovery; and

WHEREAS, the undersigned parties wish to resolve their differences in the above-captioned action, as set forth below.

Now, THEREFORE, the undersigned parties hereby stipulate and agree as follows:

1. Upon the execution of this Stipulation by all parties, the parties shall execute a stipulation of discontinuance and this action shall be discontinued, with prejudice;

2. From the date this Stipulation is fully executed, at no cost to Plaintiff and for a period of 18 months Defendant will provide all necessary and adequately sized equipment, personnel and fuel to efficiently and safely double grind and screen loose (not bagged) grass, leaves, brush, logs and branches (the

"yard waste") into mulch at the Town of Riverhead Yard Waste Facility (the "Facility") at Youngs Avenue, Riverhead, New York, and subject to the performance specifications set forth below:

- a. Grinding and Screening Technique: Defendant shall double grind (material shall be processed/passed through the grinder twice) the yard waste and screen it such that the material/mulch is ground into acceptable size chips as designated by the Sanitation Superintendent or his designee. Plaintiff recommends that the screens on the grinder shall be one and one half (1 ½) inches and no greater than two (2) inches.
- b. Grinding and Loading Equipment: Defendant shall utilize a wood grinding machine capable of processing a minimum of 800 cubic yards of material per eight hour day (100 cubic yards per hour). In addition, Defendant shall utilize a rubber tire loader of sufficient size to move the yard waste to the wood grinder and relocate the chipped material to an area of the site designated by the Sanitation Superintendent or his designee.
- c. Debris: All debris not suitable for grinding will be removed from the yard waste and set aside in a location within the facility designated by the Sanitation Superintendent or his designee. Plaintiff will not be responsible for any damage to the Defendant's equipment due to inadequate removal of debris prior to grinding.
- d. Hours of Operation: All work shall be conducted Monday through Saturday between the hours of 8:30 a.m. and 4:30 p.m.
- e. Site Security: The Town's Yard Waste Facility is fenced with a locking gate. Defendant's equipment may be left overnight at the Facility, however, Plaintiff assumes no responsibility for Defendant's equipment.
- f. Grinding Event: The Sanitation Superintendent or his designee will determine when a grinding event is required at the site. A grinding event shall be defined as the grinding of all yard waste present at the site prior to beginning grinding. However, in order to accommodate the public during periods of grinding, the Sanitation Superintendent or his designee may accept additional small quantities of yard waste at the site entrance and deliver the accepted yard waste to the yard waste pile for grinding. It is understood that Defendants are only responsible for grinding during the grinding events designated pursuant to this subparagraph.
- g. Notification of Grinding Services: The Sanitation Superintendent or his designee will notify the Defendant when a grinding event is required. The

Defendant will begin work no less than 10 days and no more than 20 days from the date of notification.

- h. Schedule to Grind: Defendant will provide the Sanitation Superintendent or his designee with written notice to the of the scheduled start date at least 5 to 7 days prior to the grinding event to allow the Sanitation Department sufficient time such that, if required, public notice of site closure for grinding and/or the availability of mulch.

3. Defendant shall comply with all applicable federal, state and local laws, ordinances, codes, and regulations. Defendant shall be properly licensed and authorized to transact business in the State of New York.

4. Defendant will indemnify and otherwise hold harmless Plaintiff, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses and attorney's fees, arising out of the performance of work or services by Defendant, its agents and employees in connection with this Stipulation.

5. Defendant recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of Defendants' negligent performance of the activities contemplated by this Stipulation, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Defendants in its negligent performance.

6. Defendant shall maintain such insurance as will protect against claims under the Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Stipulation. Defendant is an independent contractor and is not an employee of Plaintiff.

7. During the period of work contemplated under this Stipulation, Defendant shall, at its own expense, carry:

- a. comprehensive general liability insurance, including products completed, contractual, property and personal injury, in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and

- b. professional liability insurance in the amount of (\$1,000,000.00.);

and

c. automotive/equipment liability (Bodily Injury and Property Damage) insurance in the amount of \$100,000 (per occurrence)/\$300,000 (total).

8. Defendant's Amended Use Permit issued June 1, 2009 shall remain in effect, and Defendant Rossano Family Limited Partnership retains all other rights under said permit to operate a tree farm, consistent with applicable provisions of the Town Code, except that no new clearing, grading, excavation, exportation or importation of material shall take place without all applicable Town approvals, including, but not limited to under Chapter 62.

9. Defendant shall be required to make application to Plaintiff, or any of its agencies, for a permit under Chapter 62 of the Town Code, or any successor chapters, for any activity related to clearing, grading, excavation, importation, exportation, except for the removal of material related to or incidental to the harvesting of crops in accordance with standard agricultural practices.

10. If either party breaches this Stipulation of Settlement, the prevailing party shall be entitled, in addition to any other rights and remedies available to it, to collect from the non-prevailing party or parties the reasonable costs and expenses incurred in the investigation preceding such action and the prosecution of such action, including but not limited to attorney's fees, consultant and witness fees, and court costs.

11. The parties acknowledge and agree that, following its execution by all parties, this stipulation may be submitted for "so ordering" by the Court.

12. Nothing in this Stipulation shall be deemed to constitute a waiver of, or to preclude any of the parties from exercising or asserting, any and all causes of action, claims, rights, and remedies that they may have under any and all applicable constitutions, statutes, laws, codes, ordinances, rules, regulations, resolutions, determinations, and/or approvals with respect to the future development and use of the Defendant's Property, including a) further grading, clearing, excavation and/or exportation of any material at the Property; b) rights with respect to future uses of the Property inconsistent with the Amended Use Permit; and c) any other future uses of the Property.

13. Nothing in this Stipulation shall be deemed to constitute an admission by or against any party to the action.

14. Notwithstanding anything in this Stipulation to the contrary, this Stipulation shall be deemed to have been drafted by all the parties.

15. If any provision of this Stipulation is invalidated or deemed or adjudged unenforceable, the remaining provisions of this Stipulation shall remain in full force and effect.

16. This Stipulation shall be binding upon, and enforceable by, the successors and assigns of the parties.

17. Except as otherwise specifically provided for in this Stipulation, no provision of this Stipulation may be waived or modified except by a writing signed by all parties hereto in the manner in which it was previously executed.

18. Supreme Court, Suffolk County shall retain exclusive jurisdiction over any disputes arising under this Stipulation.

19. Except as expressly provided in this Stipulation, the parties reserve and retain all rights.

Dated: Riverhead, New York  
\_\_\_\_\_, 2011

\_\_\_\_\_  
TOWN OF RIVERHEAD

By: Sean M. Walter, Town Supervisor,  
pursuant to Resolution \_\_\_\_\_ of the Town  
Board of the Town of Riverehead  
duly adopted on \_\_\_\_\_

\_\_\_\_\_  
FRANK ROSSANO

CROWN SANITATION ROLL OFF SERVICE, INC.

By \_\_\_\_\_

CROWN SANITATION FRONT END SERVICES, INC.

By \_\_\_\_\_

RELIANCE LEASING CORP.

By \_\_\_\_\_

ROSSANO FAMILY LIMITED PARTNERSHIP

By \_\_\_\_\_

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