

JULY 3, 2012

CDA RESOLUTION LIST:

CDA

Res. #10 Authorizes and Consents to CAPS Realty Holdings LLC and Eastern Wholesale Fence Entry onto CDA Premises and Use of Credits for Freight Rail Track

CDA

Res. #11 Authorizes PSA with PMKB Consulting Associates LLC for an Economic Impact Analysis of Calverton Sewer District STP Upgrade

TOWN BOARD RESOLUTION LIST:

Res. #496 Awards Bid for Quick Lube Maintenance for Use by the Riverhead Water District

Res. #497 Establishment of New Bank Account at Suffolk County National Bank and Closure of Account at Citibank and Chase

Res. #498 General Town Planning Department Budget Adjustment

Res. #499 Riverhead Sewer District Land Acquisition Capital Project Budget Adoption

Res. #500 Street Lighting District Budget Adjustment

Res. #501 Authorizes Amendment #1 to Dunn Engineering Associates, P.C., PSA for Safe Routes to School

Res. #502 Ratifies the Appointment of an Intern to the Police Department (Michael Kitz)

Res. #503 Appoints a Recreation Aide to the Riverhead Youth Bureau's 2012 Summer Programs

Res. #504 Accepts the Resignation of a Detention Attendant (Deborah Taylor)

Res. #505 Accepts the Resignation of a Kennel Attendant (Lori Walters)

Res. #506 Authorization to Publish Advertisement for Bio-Diesel Fuel for Use by the Town of Riverhead

- Res. #507** Authorization to Publish Advertisement for Diesel Fuel for Use by the Town of Riverhead
- Res. #508** Appoints an Assistant Recreation Leader to the Recreation Department (Jonathan LaGue)
- Res. #509** Appoints Seasonal Call-In Lifeguards to the Recreation Department
- Res. #510** Ratifies the Appointment of a Seasonal Lifeguard to the Recreation Department (Mairead Glynn)
- Res. #511** Appoints a Call-In Seasonal Beach Attendant to the Recreation Department (Matthew Carroll)
- Res. #512** Ratifies the Appointment of Summer Recreation Aides to the Recreation Department
- Res. #513** Ratifies the Authorization of Selling the Annual Beach Permits by Warren's Tackle Center, Fisherman's Deli and the Grind Café
- Res. #514** Authorizes Town Clerk to Publish and Post the Attached Notice to Bidders for the Removal of Liquid Sludge
- Res. #515** Appoints the Law Firm Smith, Finkelstein, Lundberg, Isler and Yakaboski, LLP, as Special Counsel in the Matter Laurence Oxman v. the Town of Riverhead, Philip Cardinale, Dawn C. Thomas, Leroy E. Barnes, Richard Downs, George Bartunek, and Barbara Blass and Authorizes the Supervisor to Execute a Retainer Agreement Regarding Same
- Res. #516** Adopts a Local Law Amending Chapter 10 Entitled "Civil Claims" of the Riverhead Town Code (§10-1. Compliance Required)
- Res. #517** Authorizes the Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment to Chapter 101 "Vehicles & Traffic" of the Riverhead Town Code (§101-4. One Way Streets)
- Res. #518** Authorizes the Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law to Amend Chapter 101 "Vehicles & Traffic" of the Riverhead Town Code (§101-7 Turns)
- Res. #519** Authorizes the Supervisor to Execute an Agreement with Cummins Power Systems, LLC, Regarding Generator Maintenance Service for the Riverhead Water District

- Res. #520** Authorizes the Supervisor to Execute a Musical Works License Agreement with SESAC LLC
- Res. #521** Approves Amendment to Professional Services Agreement with BFJ Planning
- Res. #522** Adopts a Local Law for the Addition of Chapter 99 Entitled “Taxicabs and Vehicles for Hire” of the Riverhead Town Code
- Res. #523** Authorizes Co-Sponsorship of Weekly Saturday Farmer’s Market and Craft Show with the Riverhead Business Improvement District Management Association, Inc.
- Res. #524** Approves Chapter 90 Application of Forgotten Friends of Long Island Inc. (Animal Rescue Summer Festival and Adoption Day – August 18, 2012)
- Res. #525** Approves the Application for Fireworks Permit of Jamesport Fire Department (July 14, 2012)
- Res. #526** Approves the Chapter 90 Application of Kent Animal Shelter (5K Run/Walk at Martha Clara Vineyards – September 23, 2012)
- Res. #527** Approves the Chapter 90 Application of Old Steeple Community Church (Annual Antique Fair – August 25, 2012)
- Res. #528** Authorizes the Supervisor to Execute a Municipal Cooperation Agreement – Renewal No. 3 with the Riverhead Central School District Regarding Unleaded Fuel Services
- Res. #529** Authorizes the Supervisor to Execute a Retainer Agreement (Richard Zuckerman, Esq. of Lamb and Barnosky, LLP)
- Res. #530** Approves the Chapter 90 Application of Sports Authority (Sidewalk Sale Event – July 4, 2012 – August 26, 2012)
- Res. #531** Authorizes Final Payment to Dunn Engineering, PC for Grangebel Park Improvement Project 2010 #0759.14
- Res. #532** Authorizes Town Final Check to Dunn Engineering, PC for Calverton Rail Spur Project, #0935.61
- Res. #533** Authorizes the Supervisor to Execute a Grant Agreement with NYS DOS for BOA Funding

- Res. #534** Classifies Action, Declares Lead Agency and Determines Environmental Significance on Proposed Amendment of the Town of Riverhead Comprehensive Plan, Zoning Map and Text as Applicable to the Wading River Route 25A Corridor
- Res. #535** Authorizes Town Clerk to Publish and Post a Public Notice Wading River Corridor Study as Amendment to the Town of Riverhead Comprehensive Plan Adopted November 2003
- Res. #536** Accepts the Resignation of a Traffic Control Officer (Stephen Santoro)
- Res. #537** Authorizes the Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend the Zoning Use District Map of the Town of Riverhead to Provide for Multi-Family Residential Zoning Use District to the Exclusion of the Existing Business CR Zoning Use District
- Res. #538** Authorizes the Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XXXIV – Multifamily Residential Professional Office Zone)
- Res. #539** Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, “Zoning” of the Riverhead Town Code (Business CR Zoning Use District [Rural Neighborhood Business])
- Res. #540** Authorizes Funding Application to New York State of Support I Love New York Tourism Funding
- Res. #541** Appoints a Town Building and Planning Administrator
- Res. #542** Pays Bills

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12010

ADOPTED

**TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY**

Resolution # 10

**AUTHORIZES AND CONSENTS TO CAPS REALTY HOLDINGS LLC AND
EASTERN WHOLESALE FENCE ENTRY ONTO CDA PREMISES AND USE OF
CREDITS FOR FREIGHT RAIL TRACK**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, with the goal of promoting the redevelopment of the Enterprise Park at Calverton (EPCAL) the Town of Riverhead undertook restoration of the freight rail track at the premises; and

WHEREAS, the freight rail rehabilitation project undertaken at the Enterprise Park at Calverton (EPCAL) has been completed; and

WHEREAS, CAPS Realty Holdings LLC and Eastern Wholesale Fence (Eastern Fence) proposes restoration of the rail siding upon its property to further freight rail usage at EPCAL; and

WHEREAS, the project by Eastern Fence required application to the New York State Department of Environmental Conservation (DEC); and

WHEREAS, in order to approve the application by Eastern Fence, DEC requires that Eastern Fence submit proof that it may enter upon the CDA property; and

WHEREAS, DEC is also requiring consent from the CDA that Eastern Fence may use credits for track that was removed by the CDA; and

WHEREAS, Eastern Fence by their attorney has requested in writing that the CDA consent to the entry by Eastern Fence upon the CDA property to complete the freight rail restoration as well as consent to use by Eastern Fence of any credits for removed track; and

WHEREAS, with the understanding it does not set precedent, the CDA finds that the proposal by Eastern Fence will promote freight rail use at EPCAL.

NOW THEREFORE BE IT RESOLVED, that the CDA be and hereby consents and authorizes Eastern Fence entry upon CDA property and use of credits, if any for removed

track subject to and conditioned upon Eastern Fence providing proof of insurance and indemnification in a form determined satisfactory to the Town Attorney; and be it further

RESOLVED, that the CDA be and hereby grants its consents and authorization with the understanding that this action shall not establish any precedent; and be it further

RESOLVED, that Eastern Fence shall not entry upon CDA property until such time as it has furnished proof of insurance and has entered in an indemnification and/or license agreement in a form determined satisfactory to the Town Attorney; and be it further

RESOLVED, that the Town Attorney, or designee is hereby authorized to forward a letter to legal counsel for Eastern Fence in substantially the same form as that attached 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 Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



TOWN OF RIVERHEAD

Office of the Town Attorney

200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901-2596

(631) 727-3200 Fax: (631) 727-6152

Robert F. Kozakiewicz, Town Attorney – Ext. 216

Annemarie Prudenti
Deputy Town Attorney
Ext. 608

Daniel P. McCormick
Deputy Town Attorney
Ext. 605

William M. Duffy
Deputy Town Attorney
Ext. 378

Laura J. Calamita
Paralegal
Ext. 215

July 5, 2012

New York State Department of Environmental
Conservation Division of Environmental Permits,
Region 1 SUNY @ Stony Brook
50 Circle Road
Stony Brook, N.Y. 11790-3409

Attn: Mark Carrara
Deputy Permit Administrator

Re: CAPS Realty Holdings LLC and Eastern Wholesale Fence Co.
Scott Avenue, Calverton, N.Y. Train Track Restoration
& Install
Your application #1-4730-01325/00002

Dear Mr. Carrara:

I am writing this letter on behalf of Eastern Wholesale Fence Company Inc. concerning the above referenced application number. It is my understanding that the DEC has requested a letter from the Town of Riverhead consenting to their traversing upon Town of Riverhead Community Development Agency property in order to allow the property owner to perform work on their rail. In addition, it is also my understanding that the DEC has requested permission from the Town of Riverhead Community Development Agency to allow the applicant, CAPS Realty Holding, LLC, to use any credit for removed train track from the Town of Riverhead Community Development Agency property on their site. This would be under the Track Rehabilitation Permit issued under permit #1-4730-01415/00001.

Please accept this letter as a formal consent and authorization on behalf of the Town of Riverhead Community Development Agency to allow the CAPS Realty Holdings, LLC and Eastern Wholesale Fence Co. Inc. to traverse upon Town of Riverhead Community Development Agency property to perform work on their site subject to CAPS Realty Holdings, LLC and Eastern Wholesale Fence Co. Inc. providing proof of insurance and indemnification.

Page two – Letter to New York State DEC

June 27, 2012

Re: CAPS Realty Holdings, LLC

Furthermore, the Town of Riverhead Community Development Agency consents and authorizes the applicant, CAPS Realty Holdings, LLC to use, as credits on their property, any track that had been removed from the property under the previously mentioned permit number.

I trust and hope this letter conforms with the request of the DEC. Should there be any questions with respect to the consents provided by the Town of Riverhead Community Development Agency, please contact the undersigned.

Very truly yours,

Robert Kozakiewicz
Town Attorney

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

Resolution # 11

**AUTHORIZES PSA WITH PMKB CONSULTING ASSOCIATES LLC FOR
AN ECONOMIC IMPACT ANALYSIS OF CALVERTON SEWER DISTRICT STP
UPGRADE**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead Community Development Agency (CDA) along with additional public and private partners seeks to submit a New York State funding application through the Long Island Regional Economic Development Council under Governor Cuomo's Consolidated Funding Application ("CFA") process to develop enhanced sewer infrastructure at EPCAL to service businesses in the Town of Riverhead and Eastern Long Island; and

WHEREAS, the proposed sewer infrastructure project is necessary to support development at EPCAL and will implement Long Island Economic Development Regional Council strategic plan goals to create jobs, enhance tax base, and incentivize private investment in the region through smart growth development; and

WHEREAS, the proposed sewer infrastructure project will implement Town of Riverhead CDA goals to redevelop the Enterprise Park at Calverton in an effort to create jobs and generate tax base by supporting targeted sustainable regional growth; and

WHEREAS, each Regional Economic Development Council will compete for economic aid through competitive awards to projects that support identified key regional issues and opportunities, support a regional economic vision, and address key issues and outline major elements of the strategic plans; and

WHEREAS, the Long Island Economic Development Regional Council has developed criteria for "Transformative Project Proposals" for the Long Island Region that will focus on the near-term creation and retention of jobs, in particular those that leverage public and private investment dollars and provide a return on public investment; and

WHEREAS, the Community Development Agency in an effort to produce the most compelling economic argument for New York State funding and support for the development of EPCAL requested and received a proposal from PMKB Consulting

Associates LLC that projects the economic impact of the Calverton Sewer District Treatment Plant upgrade as well as the proposed EPCAL Buildout in 2025; and

NOW, THEREFORE, BE IT RESOLVED, that PMKB Consulting Associates LLC be and is hereby authorized to proceed with the scope of services outlined in the June 26, 2012, Proposal For An Economic Impact Study of the Proposed EPCAL Buildout in 2025, annexed hereto, in the amount not to exceed Ten Thousand Dollars & 00/100 (\$10,000.00); and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Supervisor to sign the PMKB Consulting Associates LLC Professional Services Agreement for the above referenced project based on the attached June 26, 2012, Proposal For An Economic Impact Study of the Proposed EPCAL Buildout in 2025, annexed hereto, in the amount not to exceed Ten Thousand Dollars & 00/100 (\$10,000.00), subject to final review and approval by the office of the Town Attorney; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize a Town of Riverhead Purchase Order amendment in the amount of \$10,000; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorize the Town Clerk to forward a copy of this resolution to PMKB Consulting Associates LLC, 11 Westminster Road, Syosset, New York 11791-6615, 516-433-3629 and an electronic copy of the adopted resolution to the Community Development Department, the Engineering Department, the Town Attorney and the Accounting Department; and

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ of June, 2012 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and PMKB CONSULTING ASSOCIATES, LLC, a corporation existing under the laws of the State of New York with a principal place of business at 11 Westminster Road, Syosset, New York, 11791, (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the following services*:

Task One: Based on the budgets developed by H2M Corporation for Plan A and Plan B, the consultant will estimate the secondary economic impact of spending associated with constructing a wastewater treatment facility to service the preliminary subdivision at EPCAL.

Task Two: Based on data shown in Table 1 of the absorption analysis for the non-residential portion of EPCAL prepared by RKG Associates, the consultant will estimate the number of direct full-time equivalent jobs likely to be created by the non-residential portion of EPCAL in 2025.

Task Three: Employment multipliers for each relevant industry will be applied to the direct employment estimates developed in Task 2 to estimate the secondary jobs likely to be created in each industry category at full buildout in 2025.

Task Four: Using estimates of direct jobs developed in Task 2, payrolls associated with these jobs in 2025 will be estimated.

Task Five: Appropriate earnings multipliers will be applied to direct payrolls developed in Task 4 to estimate the secondary payrolls likely to be generated by the 2025 by the non-residential EPCAL buildout.

Task Six: Much of the commercial space planned for EPCAL, ranging from 239,190 SF to 358,785 SF, will be subject to sales taxes.

Task Seven: The Town of Riverhead's current property tax estimates based on 2011/12 tax rates will be incorporated into the report.

*A more comprehensive list of services is annexed hereto and made a part hereof as Exhibit "A". In addition it is understood by and between the Consultant and the Town that the Consultant may be required to amend or supplement the information provided related to Tasks One through Seven between the preliminary filing of July 16, 2012 and subsequent/final filing anticipated on or about August 31, 2012 and all such services related to Tasks One through Seven which require amendment or supplement shall be provided without additional compensation but included in the fee for services identified in paragraph three below and identified in Schedule A.

These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

2. TERM OF AGREEMENT

The Agreement shall commence immediately upon execution of this Agreement for Professional Service Agreement and shall terminate upon completion of all services rendered identified in the scope of services set forth above. It is understood that time is of the essence for completion of the services and time limitations are related to the New York State Funding application through the Long Island Regional Economic Development Council "CFA" funding process.

3. PAYMENT

For these services, Town will pay Consultant a flat rate not to exceed \$10,000.00 as set forth in the attached schedule. The Town shall not have any liability for any other expenses or costs incurred by Consultant. Invoices for services shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this Agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant

except to make any payments which may have become due under this Agreement.

8. RECORDS

Consultant shall keep accurate records of the time spent in the performance of services hereunder. The Town shall, until the expiration of seven years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions related to this Agreement.

9. CHANGES

The Town, by resolution of the Town Board or written request by at least three members of the Town Board, within the general scope of this Agreement, may, at any time by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within 15 days of the receipt of such written notice. In the event that the Consultant determines that a change order is required, Consultant shall obtain written approval of the Town, by resolution or written consent of at least three members of the Town Board, and if the change shall require the payment of additional compensation, Consultant must obtain the written approval of three members of the Town Board or resolution of the Town Board for the additional compensation prior to commencement of work regarding the change order. It is agreed and understood that no oral agreement, conversation, or understanding between the Consultant and the Town, its departments, officers, agents and employees shall effect or modify any of the terms or obligations of this Agreement or schedules annexed hereto and made a part hereof.

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Christine Kempner, Director of the Community Development Agency, 200 Howell Avenue, Riverhead, New York 11901 AND Office of Town Attorney, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to PMKB CONSULTING ASSOCIATES, LLC, 11 Westminster Road, Syosset, New York, 11791.

11. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws and ordinances and regulations in the performance of its services under this Agreement. Consultant will notify Town immediately if Consultant's work for Town becomes the subject of a government audit or investigation. Consultant will promptly notify Town if Consultant is indicted, suspended or debarred. Consultant represents that consultant has not been convicted of fraud or any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. Consultant may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Consultant's professional or technical discipline.

12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

13. CONFLICT OF INTEREST

Consultant hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of the Town of Riverhead which any such official, employee, representative shall receive either directly or indirectly anything of value whether monetary or otherwise as the result of or in connection with any actual or contemplated application before any department of the Town, contract with the town for sale of any product or service. Consultant further represents and covenants that neither it nor any of its employees or representatives has offered or shall offer any gratuity to the Town, its officers, employees, agents or representatives with a view toward obtaining this Agreement or securing favorable treatment with respect thereto. Consultant further represents that it will not engage in any activity which presents a conflict of interest in light of its relationship with Town.

14. DISCLOSURE

The Town shall have the right, in its discretion, to disclose the terms and conditions of this Agreement (as it may be amended from time to time), including but not limited to amounts paid pursuant hereto, to agencies of the local, state and federal government.

15. DISPUTES

If Consultant fails to perform any of its obligations hereunder in accordance with the terms hereof, then after reasonable notice to Consultant not to exceed thirty (30) days, and an opportunity for Consultant to cure such failure, (except in case of emergency), the Town may (but shall not be obligated to) cure such failure at the expense of the Consultant, and the amount incurred by the Town in connection with such cure shall be payable by Consultant to Town on demand. Notwithstanding the above, any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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

By: Pearl M. Kamer, Ph.D, President
PMKB CONSULTING ASSOCIATES, LLC
11 Westminster Road
Syosset, New York 11791