

**TOWN BOARD MEETING
AGENDA
PHILIP CARDINALE, Supervisor**

December 27, 2007

**Edward Densieski, Councilman
George Bartunek, Councilman**

**Barbara Blass, Councilwoman
John Dunleavy, Councilman**

**Barbara Grattan, Town Clerk
Dawn Thomas, Town Attorney**

ELECTED OFFICIALS

**Laverne Tennenberg
Paul Leszczynski
Mason E. Haas
Mark Kwasna
Maryann Wowak Heilbrunn
Richard Ehlers
Allen M. Smith**

**Chairwoman Board of Assessors
Board of Assessors
Board of Assessors
Highway Superintendent
Receiver of Taxes
Town Justice
Town Justice**

DEPARTMENT HEADS

**William Rothaar
Leroy E. Barnes, Jr.
Andrea Lohneiss
Ken Testa
Richard Hanley
Chief David Hegermiller
Ray Coyne
Judy Doll
John Reeve
Michael Reichel
Gary Pendzick**

**Accounting Department
Building Department
Community Development
Engineering Department
Planning Department
Police Department
Recreation Department
Senior Services
Sanitation Department
Sewer District
Water Department**

PUBLIC COMMENT ON ANY REGULAR RESOLUTION LISTED BELOW:

- Res. #1185 GENERAL FUND BUDGET ADJUSTMENT
- Res. #1186 SOUTH DAM FISH PASSAGE CAPITAL PROJECT BUDGET
ADJUSTMENT
- Res. #1187 2006 NYS RTE 25 TRAFFIC IMPACT STUDY BUDGET ADOPTION
- Res. #1188 AUTHORIZES SEWER USE REPORT RE: MILL POND COMMONS
- Res. #1189 AUTHORIZES 2007-2008 CONTRACT FOR SUPERINTENDENT
OF RECREATION I (RAYMOND COYNE)
- Res. #1190 AUTHORIZES SUPERVISOR TO EXECUTE CONTRACT
AGREEMENT (CHRISTINA KEMPNER)
- Res. #1191 PROMOTION TO SENIOR ACCOUNT CLERK TYPIST IN THE
ACCOUNT DEPARTMENT (MELISSA PEEKER)
- Res. #1192 AWARDS BID FOR 2008 TYPE III CLASS I EMERGENCY
VEHICLE (AMBULANCE)
- Res. #1193 AWARDS BID EXTENSION NO. 1 CALVERTON SEWER DISTRICT
- Res. #1194 AUTHORIZED SERVICE AGEEMENT RE: CALVERTON SEWER
DISTRICT
- Res. #1195 ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED,
"ZONING" OF THE RIVERHEAD TOWN CODE (ARTICLE VII –
ACCESSORY APARTMENTS)
- Res. #1196 BOND RESOLUTION SUPPLEMENTING THE BOND
RESOLUTIONS DATED SEPTEMBER 7, 2005 AND APRIL 18,
2006, RESPECTIVELY, TO AUTHORIZE, SUBJECT TO
PERMISSIVE REFERENDUM, THE ISSUANCE OF AN
ADDITIONAL \$2,000,000 BONDS OF THE TOWN OF
RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY A
PORTION OF THE COST OF THE ESTABLISHMENT OF A NEW
PARK AND RECREATIONAL FACILITY AT EPCAL, IN AND FOR
SAID TOWN
- Res. #1197 EXTENDS CONTRACT WITH ARTHUR J. GALLAGHER & CO
VERICLAIM AND TRIAD GROUP
- Res. #1198 APPOINTS MARRIAGE OFFICER (BARBARA GRATTAN)

- Res. #1199 AUTHORIZES THE SUPERVISOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT WITH THE RIVERHEAD POLICE BENEVOLENT ASSOCIATION, INC. (PBA)
- Res. #1200 AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT TO OBTAIN AND MAINTAIN AN EMERGENCY GENERATOR PROCURED FROM SUFFOLK COUNTY
- Res. #1201 APPOINTS A RECREATION SPECIALIST (SPECIAL NEEDS INSTRUCTOR) TO THE RIVERHEAD RECREATION DEPARTMENT (BRITTANY CHEEK)
- Res. #1202 AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 101 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED "VEHICLES AND TRAFFIC"
- Res. #1203 AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 108 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED "ZONING"
- Res. #1204 ADOPTS A LOCAL LAW TO REPEAL CHAPTER 95A ENTITLED, "TRANSFER OF DEVELOPMENT RIGHTS" OF THE RIVERHEAD TOWN CODE
- Res. #1205 AWARDS BID FOR YOUNGS AVENUE LANDFILL CAPPING AND CLOSURE PROJECT
- Res. #1206 PAYS BILLS

December 27, 2007

Adopted

TOWN OF RIVERHEAD

GENERAL FUND

BUDGET ADJUSTMENT

RESOLUTION # 1185

COUNCILMAN DENSIESKI

offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK

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

		<u>FROM</u>	<u>TO</u>
001.010100.511500	Personal Services	5,440	
001.071400.524000	Recreation Centers Equipment		2,720
001.073100.542112	Youth Program Supplies		2,720

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

December 27, 2007

Adopted

TOWN OF RIVERHEAD

SOUTH DAM FISH PASSAGE CAPITAL PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 1186

COUNCILMAN BARTUNEK offered the following resolution,
which was seconded by COUNCILWOMAN BLASS.

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

		<u>FROM</u>	<u>TO</u>
406.071100.491000.40135	County Aid	70,000	
406.071100.543500.40135	Professional Services		70,000

THE VOTE

Dunleavy Yes No Bartunek Yes No

Blass Yes No Densieski Yes No

Cardinale Yes No

200 Howell Ave

December 27, 2007

Adopted

TOWN OF RIVERHEAD

2006 NYS RTE 25 TRAFFIC IMPACT STUDY

BUDGET ADOPTION

RESOLUTION # 1187

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by

COUNCILMAN DENSIESKI

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

		<u>FROM</u>	<u>TO</u>
406.053589.421055.45105	Environmental Impact Fees	3,350	
406.051100.543502.45105	Prof Serv Engineer Roads		3,350

THE VOTE

Dunleavy Yes No Bartunek Yes No

Blass Yes No Densieski Yes No

Cardinale Yes No

Adopted

12/27/07

AUTHORIZES SEWER USE REPORT RE: MILL POND COMMONS

Resolution # 1188

Adopted _____

Councilperson COUNCILMAN DENSIESKI offered the following
resolution which was seconded by Councilperson COUNCILMAN DUNLEAVY

WHEREAS, by previous resolution this Board approved the construction of a sewer lateral to serve the non-completed Mill Pond Commons development at Elton Street, and

WHEREAS, the homeowners association has requested an analysis of the sewer use compared with actual water consumption and the development of a plan to quantify actual sewer water consumption, and

WHEREAS, sufficient developer funds remain on hand to pay for the study requested,

NOW, THEREFORE, BE IT

RESOLVED that H2M, consulting engineers are hereby authorized to evaluate the sewer water consumption for the Mill Pond Commons condominium and determine whether a plan of improvements can be implemented to quantify such consumption, and be it further

RESOLVED, that H2M shall be paid under the existing contract for hourly work from existing funds deposited with the Town for design and construction of the Mill Pond lateral sewer connection not to exceed \$5,000, and be it further

RESOLVED, that the Town Clerk shall forward certified copies of this resolution to H2M, Michael Reichel, Frank Isler, Esq.

THE VOTE

Dunleavy yes no Bartunek yes no
 Blass yes no Densieski yes no
 Cardinale yes no

THE RESOLUTION WAS WAS NOT
 THEREFORE DULY ADOPTED

December 27, 2007

Adopted

TOWN OF RIVERHEAD

AUTHORIZES 2007- 2008 CONTRACT FOR SUPERINTENDENT OF RECREATION I

RESOLUTION# 1189

COUNCILMAN DUNLEAVY

_____ offered the following
resolution, which was seconded by _____ COUNCILMAN BARTUNEK

WHEREAS, Ray Coyne has been appointed by the Town Board as Superintendent of Recreation I.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to sign the 2007-2008 contract of Superintendent of Recreation I Raymond Coyne.

The Vote

Dunleavy Yes No	Bartunek Yes No
Blass Yes No	Densieski Yes No
Cardinale Yes No	

THE RESOLUTION ~~X~~ WAS ___ WAS NOT
THEREFORE DULY ADOPTED

December 27, 2007

Adopted

TOWN OF RIVERHEAD

AUTHORIZES SUPERVISOR TO EXECUTE CONTRACT AGREEMENT

RESOLUTION# 1190

COUNCILMAN BARTUNEK

_____ offered the following resolution

resolution, which was seconded by COUNCILWOMAN BLASS

BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to execute an Employee Contract with the Community Development Administrator; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Christina Kempner, the Accounting Office and the Personnel Officer.

The Vote

Dunleavy ~~Yes~~ No

Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ~~X~~ WAS WAS NOT THEREFORE DULY ADOPTED

December 27, 2007

TOWN OF RIVERHEAD

Adopted

Resolution # 1191

PROMOTION TO SENIOR ACCOUNT CLERK TYPIST
IN THE ACCOUNTING DEPARTMENT

COUNCILWOMAN BLASS

_____ offered the following resolution,
which was seconded by _____
COUNCILMAN DENSIESKI

WHEREAS, the Financial Administrator has requested a promotion of an Account Clerk Typist to the position of Senior Account Clerk Typist; and

WHEREAS, the Suffolk County Department of Civil Service has furnished a certified List of Eligibles for the promotional title of Senior Account Clerk Typist, and the position was duly posted (Posting #31); and

WHEREAS, the Personnel Committee and the Financial Administrator have recommended Melissa Peeker be promoted to this position.

NOW, THEREFORE, BE IT RESOLVED, that Melissa Peeker is hereby promoted to the position of Senior Account Clerk Typist effective January 2, 2008 as found on Group 11 Step 9A of the Clerical and Supervisory Salary Schedule.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Melissa Peeker, the Accounting Office and the Personnel Officer.

The Vote

Dunleavy ~~Yes~~ No

Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ~~X~~ WAS ___ WAS NOT

THEREFORE DULY ADOPTED

DATE: December 27, 2007

Adopted

TOWN OF RIVERHEAD

AWARDS BID FOR 2008 TYPE III CLASS I EMERGENCY VEHICLE
(AMBULANCE)

RESOLUTION # 1192

COUNCILMAN DENSIESKI

_____ offered the following resolution,

which was seconded by _____ COUNCILMAN DUNLEAVY

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for AWARDS BID FOR 2008 TYPE III CLASS I EMERGENCY VEHICLE (AMBULANCE) and;

WHEREAS, bids were received, opened and read aloud on the 21 day of DECEMBER, 2007 at 11:10 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT

RESOLVED, that the bid for 2008 TYPE III CLASS I EMERGENCY VEHICLE (AMBULANCE) be and hereby is, awarded to SPECIALTY VEHICLE SALES for \$166,895.00.

RESOLVED, the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to SPECIALTY VEHICLE SALES , the Ambulance Corp and the Purchasing Department.

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

12/27/07

Adopted

**AWARDS BID
EXTENSION NO. 1
CALVERTON SEWER DISTRICT**

Resolution # 1193

Adopted _____

Councilperson COUNCILMAN DUNLEAVY offered the following resolution which was seconded by Councilperson COUNCILMAN BARTUNEK

WHEREAS, this Town Board did authorize the advertisement for bids for Extension No. 1 of the Calverton Sewer District, and

WHEREAS, the Town Clerk was authorized to advertise for such bids, and

WHEREAS, all bids received were opened and read aloud on the date and time advertised in the notice, and

WHEREAS, by letter dated December 17, 2007, H2M, consulting engineers to the Calverton Sewer District, did recommend that the bid be awarded to D. F. Stone Contracting, LTD in the amount of \$297,940.50,

NOW, THEREFORE, BE IT

RESOLVED, that the bid for Extension No. 1 of the Calverton Sewer District be and is hereby awarded to D. F. Stone Contracting, LTD in the amount of \$297,940.50,

And be it further

RESOLVED, that the town clerk forward certified copies of this resolution to the above named contractor, Frank A. Isler, Esq.,

Calverton Sewer District (c/o Michael Reichel) and the Accounting Department, and be it further

RESOLVED, that the Town Clerk is hereby authorized to return to all the unsuccessful original bidders their respective bid security, and be it further

RESOLVED, that upon completion of fully executed contracts and the filing of said contract with the town Clerk, the town clerk is hereby authorized to release to the successful bidder the bidder's bid security.

THIS RESOLUTION PREPARED BY FRANK A. ISLER FOR THE CALVERTON SEWER DISTRICT

THE VOTE

Dunleavy yes no Bartunek yes no
Blass yes no Densieski yes no
Cardinale yes no

**THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED**

12/27/07

Adopted

**TOWN OF RIVERHEAD
CALVERTON SEWER DISTRICT**

Resolution # 1194

AUTHORIZED SERVICE AGREEMENT RE: CALVERTON SEWER DISTRICT

COUNCILMAN BARTUNEK

_____ offered the following resolution,

which was seconded by **COUNCILWOMAN BLASS** _____.

WHEREAS, currently Water & Sewage Treatment Enterprises, Inc. is under contract with the Calverton Sewer District to provide for the daily operation, maintenance and necessary testing to meet permit and treatment requirements; and

WHEREAS, the Adopted 2008 Budget of the Calverton Sewer District provides for the continued services of the contractor; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor be and is hereby authorized to execute the attached one year service agreement between the Calverton Sewer District and Water & Sewage Treatment Enterprises, Inc.; and

BE IT FURTHER RESOLVED, that the Town Clerk forward certified copies of this resolution to the Accounting Department, H2M Group, Frank Isler, Esq. and W.A.S.T.E., Inc.

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

This resolution prepared by Jill Sollazzo for the Calverton Sewer District

12/26/2007

PROTECTION OF PERSONS AND PROPERTY

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide protection to prevent damage, injury, or loss to (1) any employee or other person on the work site, (2) all materials to be incorporated into the Work, and (3) the work site and any improvements or other personal property located on the work site. Contractor assumes all risks of damage or injury for whatever cause to property or persons used or employed on or in the property where ever located, resulting from any action or operation under this Agreement or in connection with the Work.

Contractor shall provide Owner with a copy of ALL accident reports, including all OSHA 100 recordable injuries and illnesses, related to performance of the Work.

Contractor hereby acknowledges that it has read the OSHA rules and will abide by them. No smoking is permitted at any time on the work site. The obligations of Contractor under this section extends to Contractor's employees, subcontractors, suppliers or others who may be performing work under this Agreement. Contractor agrees to pay just charges assessed by Owner for removal of surplus materials, containers and/or rubbish left by Contractor (or its subcontractors) including any charges for removal repair. All damage or loss of any property caused in whole or in part by Contractor, any subcontractor, or any one directly or indirectly employed by any of them, or by anyone, for whose acts any of them may be liable, shall be remedied by Contractor.

INDEMNIFICATION

Contractor shall indemnify and hold Owner, the Town of Riverhead ("Owner"), Owner's lessees and sub lessees, and their respective agents and employees harmless from and against any and all claims, damages, liability, losses and expenses, including reasonable attorney fees, associated with:

- a) Bodily injury, personal injury, sickness, disease or death to any person (without limitation by any Workers Compensation or Disability Actor other insurance coverage);
- b) Damage to, or destruction of, any portion of the property, any adjoining building or structure, or any other real or persona property;

to the extent that any such damage, loss or expense is caused in whole or in part by the negligent act or omission of the Contractor, any subcontractor, any individual directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether caused in part by any indemnified party, and for which Contractor is legally held responsible or directly related to.

INSURANCE

Prior to the commencement of any work, Contractor shall procure and maintain for the duration of this Agreement the following policies of insurance:

- a) Workers Compensation Insurance to the extent required by law, with Employer's Liability coverage in an amount not less than \$1,000,000 covering all personnel employed by Contractor. If coverage is provided by a State Fund or if Contractor has qualified, as a self-insurer, separate certificate must be furnished that coverage is in the State Fund or that Contractor has State approval to be a self insurer. Any policy of insurance must contain a provision or endorsement providing that the insurer's rights of subrogation against Owner and its employees are waived.
- b) Comprehensive General Liability Insurance in a form satisfactory to Owner (including contractual liability coverage covering all liability assumed by Contractor in this Agreement) in an amount not less than \$2,000,000 insuring Owner against claims for personal injury or death and property damage caused by, resulting from, arising out of, or occurring in connection with the performance of the Work.
- c) Automobile Liability Insurance for any vehicle owned or leased or used by Contractor with limits of \$500,000 for injury or death of any one person, \$1,000,000 for injury or death of two or more persons in any occurrence and property damage with a limit of \$500,000 for each accident.

The insurance policies described above shall be placed with an insurance company that is authorized to do business and settle claims in the state in which the Work is to be performed. Each policy shall name the Owner as additional insured and shall provide that Owner shall receive twenty (20) days written notice of cancellation.

Each policy of insurance shall contain provisions to the effect that (i) the insolvency or bankruptcy of the insured (or his estate) shall not release the insurer from its obligations to satisfy claims otherwise covered by the policy and (ii) that the insurer will 'pay on behalf of the insured all sums which the insured would be legally obligated to pay as a result of liability arising under this Agreement or caused by, resulting from, arising out of, or occurring in connection with the work performed under this Agreement.

Contractor shall require that each subcontractor performing work under this Agreement obtain and provide evidence of the same type and amount of insurance as set out above.

A certificate evidencing each policy of insurance, in sufficient detail to verify compliance with this section, and policy deductible shall be delivered to Owner prior to commencement of work.

In the event that any required policy of insurance shall expire or be cancelled during the term of this Agreement, Contractor agrees to promptly replace such insurance and to

provide Owner with certificate(s) which evidence such coverage not less than fifteen (15) days prior to the expiration or cancellation of such insurance. If contractor fails to provide such coverage within five (5) days following written notice from Owner, then Owner may procure such insurance coverage and charge the cost of such coverage to the Contractor.

TERMINATION

Owner may terminate this Agreement, or any portion of this Agreement, without cause by giving Contractor two (2) days written notice of termination. For cause, Owner may terminate this Agreement immediately upon written notice. Contractor may terminate this Agreement by giving Owner ninety (90) days written notice of termination. Upon termination of this Agreement, Contractor shall remove any and all of its equipment and tools from the site and thereafter not have access to the site without permission of Owner.

ASSIGNMENT AND SUBCONTRACTING

Any assignment or attempt to assign any portion of its rights or obligations by Contractor, including the right to receive money that may become due to Contractor under this Agreement, shall be void and of no force and affect unless Contractor shall have obtained the written consent to such assignment by the Owner. Owner retains the right to assign this Agreement to Owner or Owner's nominee upon written notice to Contractor of its intention to do so. Contractor shall not subcontract any of the Work to be performed under this Agreement without first obtaining the written approval of Owner. Such approval, if given, shall not release the Contractor from any responsibility or liability under this Agreement.

LIENS

To the full extent possible under applicable law, Contractor nor any of its subcontractors, material men, laborers, or other person(s) agrees not to file a mechanic's lien for labor or materials provided under this agreement.

NONDISCRIMINATION

Contractor agrees that it will not discriminate against any employee or applicant because of race, color, religious preference, sex, sexual orientation, age, national origin, disability, veteran status or any other factor that is not related to legitimate business interests. Their standards apply to employment, promotion, demotion, recruitment or condition of employment. Contractor agrees to include the provisions of this section in any subcontract entered into in connection with this Agreement.

NOTICE

Notice under this Agreement shall be sufficient if sent by US Mail or with a recognized overnight carrier, postage prepaid, to the address of the addressee set out below:

Owner
Calverton Sewer District
C/o Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Contractor
Water and Sewage Treatment Ent. Inc.
1 Oak Street
Poquott
East Setauket, NY 11733
Attn: Richard Crescenzo

Notice shall be deemed given forty-eight (48) hours after deposited in the US Mail.

MODIFICATION

This Agreement may be modified only by written amendment or other form of modification executed by the parties. It may not be modified by any oral agreement, by implied agreement or custom, or by any other waiver of any of its terms unless in writing.

SUCCESSORS

Assignment shall not be assignable.

GOVERNING LAW

This Agreement shall be construed, governed and enforced in accordance with the laws of the jurisdiction in which the Property is located and the Work is being performed.

INFORMARTION

Contractor shall not disclose to any person or organization any information concerning the Owner, or the business of the Owner, which Contractor may acquire during the course on the performance of Work under this Agreement. Limited disclosure of such information may be made to employees and subcontractors of Contractor, but only the extent that such information is required to enable such employees and subcontractors to perform their work. This section shall survive this Agreement and remain in full force and effect until otherwise agreed by Owner. Contractor shall advise its employees of Contractor's obligation with respect to information of Owner and its clients. Each of Contractor's employees and subcontractors, whose services are required at the Property, may be required to sign a confidential disclosure agreement prior to commencement of Work.

SECTION HEADINGS

The section headings contained in the Agreement are provided for convenience only and do not affect the interpretation of this Agreement or the rights and obligations of the parties.

ENTIRE AGREEMENT

This Agreement, as well as any and all exhibits and/or attachments specified herein contains all the agreements, forms, understandings and terms and conditions made between the parties, and may not be modified orally or in any manner other than by agreement in writing signed by both parties. It is also understood and agreed that in the event of any and all conflicts between the terms of this Agreement and the terms of any other documents referencing and/or concerning the Work and/or this Agreement, the terms of this Agreement prevail and final interpretation is at the sole discretion of the Owner.

IN WITNESS WHEREOF, the parties hereto, by their representatives having the ability to legally bind Contractor and Owner, have executed this Agreement as of the day and year first written above.

Water Sewage Treatment Enterprises Inc.

Date

By: _____

Richard L. Crescenzo, President

Calverton Sewer District

Date

By: _____

Philip J. Cardinale, Supervisor

APPENDIX "A"
Contract through December 31, 2007
Calverton Sewer District

1. Contractor will assume responsible control and supply qualified personnel to operate the existing wastewater treatment plant and three OFF SITE pump stations as described below.
 2. Contractor personnel will be on duty at the Calverton Sewer District site daily to fulfill permit regulations.
 3. A daily operational log is to be maintained on site as directed by Calverton Sewer District and remain sole property of Calverton Sewer District.
 4. Operators will maintain lab and operations building in clean condition.
 5. On site daily laboratory testing will include all required by permits such as: dissolved oxygen, temperature, flow pH, settleable solids, mixed liquor settleable solids, nitrate analysis. Results will be entered into daily log.
 6. Monthly laboratory testing will be performed as per New York State monitoring requirements. Discharge Monitoring Reports will be completed and submitted to the appropriate agencies.
 7. Contractor will inspect, maintain and adjust, as necessary, all mechanical equipment in accordance with manufacturer's guidelines and specifications. Deficiencies will be reported immediately to the Calverton Sewer District.
 8. Contractor will be responsible for repairs up to two hundred dollars (\$200.00). Additional materials are to be purchased by Calverton Sewer District.
 9. Contractor will be present at all meetings between the Calverton Sewer District and the Suffolk County Department of Health Services of the New York State Department of Environmental Conservation for the purpose of explaining the manner in which the sewage treatment plant has been operated.
-
10. Contractor will operate the treatment plant and pump stations on a seven day a week basis. A telephone number for 24-hour emergency service will be provided by the contractor.
 11. Additional services, major repairs or emergency work will be performed with the Sewer Districts prior authorization and subject to reasonable charges.

12. Contractor will adhere to all Suffolk County rules and regulations for the operation of the sewage plant and maintain all required licenses for the work being performed.

12/27/07

Tabled

TOWN OF RIVERHEAD

Resolution # 1195

ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED, "ZONING"
OF THE RIVERHEAD TOWN CODE
(Article VII – Accessory Apartments)

COUNCILWOMAN BLASS offered the following resolution, was seconded
by

COUNCILMAN DENSIESKI :

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 18th day of December, 2007 at 7:15 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 108 "Zoning", of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
			Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

**THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED**

Tabled

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on December 27, 2007.

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

Chapter 108
Zoning
Article VIII
Accessory Apartments

§108-34. Purpose and intent.

It is the intent and purpose of this article to allow accessory apartments within the Residence A-40, Residence B-40, Residence A-80, Residence B-80 and Agricultural Protection Zoning Use Districts to provide the opportunity for the development of small rental housing units designed to meet the housing needs of median income families, both young and old, and relatives of families residing in the Town of Riverhead and to implement the housing elements and goals of the Town of Riverhead Comprehensive Plan (Town of Riverhead Planning Board et. al, 2003) by allowing accessory apartments in designated zoning districts. It is also the intent of this article to increase compliance with building and fire codes, property maintenance, preserve property values and the health safety and welfare of the community.

A. Findings.

The Town Board finds that there exist many benefits associated with the creation of accessory apartments on residential lots with existing detached single family dwellings, including providing a cost-effective means of accommodating necessary residential development by making better use of existing infrastructure and reducing the need to provide new infrastructure; increasing the supply of workforce housing without increased government subsidies and regulations; benefiting older homeowners, single parents, young home buyers and the disabled; integrating workforce housing more uniformly in the community; providing homeowners with revenue to meet rising homeownership costs, and by meeting growth management goals by creating more housing opportunities within existing developed neighborhoods.

B. Standards.

- (1) Owner occupancy required. The owners of the real property upon which

- the accessory apartment is located shall reside within either the principal dwelling unit or the accessory apartment unit. A property owner shall own only one accessory apartment within the Town of Riverhead and only one accessory apartment per Suffolk County Tax Lot shall be permitted. Accessory apartments shall not be permitted within an existing two-family or multi-family dwelling.
- (2) Location on a lot. An accessory apartment may be located within the principal single family dwelling or within an accessory building.
 - (3) Accessory apartment size. The minimum habitable area for an accessory apartment shall be a minimum of 300 square feet and a maximum of 650 square feet and shall not exceed forty percent (40%) of the habitable area of the principal dwelling of which the apartment is accessory. In no event may there be more than one (1) bedroom per accessory apartment.
 - (4) Exterior appearance. The entry to an accessory apartment located within the principal dwelling shall be designed such that the appearance of the dwelling, to the degree reasonably feasible, remain as a single family dwelling.
 - (5) Off-Street Parking. In addition to off-street parking requirements for single family dwellings set forth in Chapter 108 "Parking Schedule", there shall be located a minimum of two (2) 9' x 18' off-street parking stalls for an accessory apartment unit. The parking areas and driveways shall be paved with asphalt, concrete, bluestone or such other similar surfaces.
 - (6) The principal structure, as well as the accessory apartment, must comply with all requirements of this article and all applicable provisions of the Town Code of the Town of Riverhead, Suffolk County Department of Health Services, New York State Uniform Fire Prevention and Building Code, and any and all such other agencies having jurisdiction.
 - (7) Inspection. The Building Department Administrator for the Town of Riverhead Building Department or his designated representative is authorized to make or cause to be made inspections, upon reasonable notice, to determine the condition of the dwellings and compliance with the provisions of this article to safeguard the health, safety, and welfare of the public.
 - (8) Duration. All permits issued hereunder shall be valid for an initial period of three (3) years and shall be renewable for successive periods of up to five (5) years at the discretion of the Accessory Apartment Board.
 - (9) New Construction. No permit shall be issued for an accessory apartment within any structure until a period of three (3) years has elapsed from the date of issuance of the relevant certificate of occupancy. Nothing contained in this subsection shall be construed to prohibit the construction of an addition to a principal building.
 - (10) Amnesty. For the detached single family dwellings that illegally have an accessory apartment, the owner shall have one year from the enactment of this article to make application, without penalty as set forth in Chapter 52-18, for an accessory apartment and as set forth in 108-35(6) of this article, the applicant/owner shall have 90 days of issuance of the building permit

to comply with all requirements of this article, including but not limited to, review and approval by the Accessory Apartment Review Board, and all applicable provisions of the Town Code of the Town of Riverhead, Suffolk County Department of Health Services, New York State Uniform Fire Prevention and Building Code, and any and all such other agencies having jurisdiction.

§108-35. Applications.

- (1) There shall be submitted to Building Department the following:
 - (a) An application to the Building Department for pre-approval of occupancy and use, together with plans by a licensed design professional and any such other plans, documents or surveys required by the Building Department;
 - (b) An application to the Building Department for all necessary building permits;
 - (c) An application to the Accessory Apartment Review Board for an accessory apartment permit.
- (2) The Applicant shall make part of any application for pre-approval of occupancy and use and building permit, an approval of the Suffolk County Department of Health Services, if required.
- (3) The Accessory Apartment Review Board as part of its application, may require the applicant to submit supporting documents including but not limited to floor plans, surveys, photographs, and/or exterior renderings.
- (4) The application for the transfer of an accessory apartment permit to a subsequent property owner shall be completed on such forms and in such a manner as prescribed by the Accessory Apartment Review Board.
- (5) The application must be supplied by the owners of the property and the applicant shall be required to file an acknowledgment with the Town of Riverhead stating that the accessory apartment permit or any extensions thereof shall terminate upon the death of the signator or the survivor of the signator, upon the transfer of title to said premises, upon the signator no longer occupying the premises as their principal residence or upon a conviction for a violation of this article.
- (6) The applicant will be required to file a form stating that the subject dwelling(s) shall conform with all with all requirements of this article, all applicable provisions of the Town Code of the Town of Riverhead, Suffolk County Department of Health Services, New York State Uniform Fire Prevention and Building Code. The applicant will be required to meet pertaining standards within 90 days of the building permit or the accessory apartment permit will become null and void.

§108-36. Fees.

- (1) The fee for an accessory apartment permit for the initial three year period shall be \$500.00. The renewal fee for the subsequent five year periods shall be \$250.00.
- (2) Upon failure to obtain a certificate of occupancy within the total allotted time, the first re-application fee will be \$300. For a second failure to obtain the certificate of occupancy in the allotted time, the second re-application fee will be \$500. For any and all subsequent re-applications, the fee will be \$500.00.
- (3) The fee for the transfer of an unexpired term of an accessory apartment permit shall be \$50.00.

§108-37. Accessory Apartment Review Board.

- (1) The Accessory Apartment Review Board shall consist of three members appointed by the Town Board, one of whom shall be designated Chairman. The Town Board may provide for compensation to be paid to said members and provide for such other expenses as may be necessary and proper. Of the members of the Board first appointed, one shall hold office for the term of one year, one for the term of two years and one for the term of three years; provided, however, that the Town Board may, by resolution, increase the number of members of the Accessory Apartment Review Board to five members and provide for their compensation, and thereafter such additional members shall be appointed for terms of one year and three years respectively. Their successors shall be appointed for the term of three years from and after the expiration of the terms of their predecessors in office
- (2) The Accessory Apartment Review Board shall hear and decide applications for accessory apartments pursuant to the standards enumerated in section 108-36 of this article.
- (3) The Accessory Apartment Review Board shall adopt rules necessary to the conduct of its affairs in keeping with the provisions of this article. Meetings shall be held at the call of the Chairman and at such other times as the Board may determine. The Board shall keep minutes of its proceedings and records of its examinations and other official actions, all of which shall be a public record.
- (4) All applications made to the Board shall be in writing, on forms prescribed by the Board. The Accessory Apartment Review Board shall fix a reasonable time for the hearing of the application and give public notice thereof, as well as due notice to the applicant. The applicant shall mail notice of the hearing by either certified or registered mail, return receipt requested, to every property owner as shown on the current Riverhead assessment rolls, owning property immediately adjacent and contiguous to that of the applicant. For purposes of this section, property separated from

that of the application by a public road or right-of-way shall be deemed contiguous.

- (5) The following shall be submitted with such application:
 - a. A copy of the notice sent to property owners.
 - b. A list, in duplicate, containing the names and addresses of the owners to whom notices were sent.
 - c. Return receipts.
 - d. An affidavit of mailing of the aforesaid notices.
 - e. A valid certificate of occupancy issued at least three years prior to the date of application.
 - f. Proof of ownership.
 - g. Proof of residency.
 - h. Personal Identification.
 - i. Three (3) surveys giving the exact description and location of property with all existing and proposed structures and setback from all property lines.
- (6) Revocation. The Accessory Apartment Review Board shall retain the right to revoke any accessory apartment permit issued hereunder should the applicant or applicant's tenant violate any provision of this article, any condition imposed upon the issuance of the special permit, or violation of the provisions of the Town Code of the Town of Riverhead. Said revocation shall be after a hearing held on notice to the applicant and, if known, the tenant. As an alternative to revocation, the Accessory Apartment Review Board may continue the permit on a probationary basis, and in such event, it may revoke the permit without further notice to the applicant or tenant upon a violation of any conditions attached to the probationary permit.
- (7) Lapse of accessory apartment permit. Every application for accessory apartment permit granted by the Accessory Apartment Review Board shall be and become null and void and of no further force and effect unless the applicant obtains a building and zoning permit for work to be done and/or change of use no later than 30 days after approval is granted by the Accessory Apartment Review Board.
- (8) No person shall create or occupy an accessory apartment without obtaining an accessory apartment permit from the Accessory Apartment Review Board and a certificate of occupancy for said use from the Building Division.
- (9) The article shall sunset upon the issuance of the five hundredth (500th) accessory apartment permit.

§108-38. Appeals.

All appeals from the determination of the Accessory Apartment Review Board or from any administrative determination regarding interpretation of any provision of this article shall solely be by an Article 78 proceeding. This shall be the exclusive remedy of any aggrieved party.

- Underline represents addition(s)

Dated: Riverhead, New York
December 27, 2007

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

BARBARA GRATTAN, Town Clerk

Adopted

Resolution # 1196

43219-2-4

BOND RESOLUTION – ADDITIONAL MONEY

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, in said Town, on December 27, 2007, at 2:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Cardinale, and upon roll being called, the following were present:

PRESENT: Supervisor Philip Cardinale
Councilman Edward Densieski
Councilman George Bartunek
Councilman John Dunleavy
Councilwoman Barbara Blass

ALSO PRESENT: Town Clerk Barbara Grattan
Deputy Town Attorney, Anne Marie Prudenti

ABSENT:

COUNCILMAN DENSIESKI

The following resolution was offered by _____, who moved its adoption, seconded by COUNCILMAN DUNLEAVY, to-wit:

THE VOTE

Dunleavy yes ___ no Bartunek yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

BOND RESOLUTION DATED DECEMBER 27, 2007.

A RESOLUTION SUPPLEMENTING THE BOND RESOLUTIONS DATED SEPTEMBER 7, 2005 AND APRIL 18, 2006, RESPECTIVELY, TO AUTHORIZE, **SUBJECT TO PERMISSIVE REFERENDUM**, THE ISSUANCE OF AN ADDITIONAL \$2,000,000 BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY A PORTION OF THE COST OF THE ESTABLISHMENT OF A NEW PARK AND RECREATIONAL FACILITY AT EPCAL, IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, by bond resolutions dated September 7, 2005 and April 18, 2006, respectively, the Town Board of the Town of Riverhead, Suffolk County, New York, authorized the issuance of \$4,395,000 bonds and \$1,100,000 additional bonds of said Town to pay the cost of the establishment of a new park and recreational facility in excess of fifty acres at EPCAL, including original furnishings, equipment, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, in and for said Town; and

WHEREAS, it has now been determined that the maximum estimated cost of such specific object or purpose is \$7,495,000, constituting an increase of \$2,000,000 over that previously authorized; and

WHEREAS, it is now desired to authorize, **SUBJECT TO PERMISSIVE REFERENDUM**, the issuance of an additional \$2,000,000 bonds of said Town for such specific object or purpose; NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. For the specific object or purpose of paying an additional \$2,000,0000 cost of the establishment of a new park and recreational facility in excess of fifty acres at EPCAL, including original furnishings, equipment, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, in and for the Town of Riverhead, Suffolk County, New York, there are hereby authorized to be issued, **SUBJECT TO PERMISSIVE REFERENDUM**, an additional \$2,000,0000 bonds of said Town, pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of such specific object or purpose is now \$7,495,000, and that the plan for the financing thereof is as follows:

- a) By the issuance of the \$5,495,000 bonds of said Town authorized to be issued pursuant to the aforesaid bond resolutions dated and duly adopted on September 7, 2005 and April 18, 2006, respectively;
- b) By the issuance of the additional \$2,000,0000 bonds of said Town herein authorized to be issued pursuant to this bond resolution, **SUBJECT TO PERMISSIVE REFERENDUM**

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty years, pursuant to subdivision 19(a) of paragraph a of Section 11.00 of the Local Finance Law, calculated from the date of issuance of the first bond anticipation note therefor. It is hereby further determined that the maximum maturity of the serial bonds herein authorized **will exceed five years.**

Section 4. It is hereby determined that it is the intention of this Town Board that debt service on obligations issued pursuant to this bond resolution shall be paid from park and recreation fees collected at the park specified in Section 1 hereof; but to the extent that such park and recreation fees are not sufficient for such purposes, there shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable. The faith and credit of the Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year.

Section 5. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and

shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the *News Review*, which is hereby designated as the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.**

* * * * *

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * * * *

CERTIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York (the "Issuer"), DO HEREBY CERTIFY:

- 1) That a meeting of the Issuer was duly called, held and conducted on the 27th day of December, 2007.
- 2) That such meeting was a special regular (circle one) meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer
this _____ day of December, 2007.

Town Clerk

(CORPORATE SEAL)

NOTICE OF ADOPTION OF RESOLUTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Riverhead, Suffolk County, New York, at a meeting held on the 27th day of December, 2007, duly adopted the resolution published herewith **subject to a permissive referendum.**

Dated: Riverhead, New York,
_____, 2006.

Town Clerk

Resolution # _____

BOND RESOLUTION DATED DECEMBER 27, 2007.

A RESOLUTION SUPPLEMENTING THE BOND RESOLUTIONS DATED SEPTEMBER 7, 2005 AND APRIL 18, 2006, RESPECTIVELY, TO AUTHORIZE, **SUBJECT TO PERMISSIVE REFERENDUM**, THE ISSUANCE OF AN ADDITIONAL \$2,000,0000 BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY A PORTION OF THE COST OF THE ESTABLISHMENT OF A NEW PARK AND RECREATIONAL FACILITY AT EPCAL, IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, by bond resolutions dated September 7, 2005 and April 18, 2006, respectively, the Town Board of the Town of Riverhead, Suffolk County, New York, authorized the issuance of \$4,395,000 bonds and \$1,100,000 additional bonds of said Town to pay the cost of the establishment of a new park and recreational facility in excess of fifty acres at EPCAL,

including original furnishings, equipment, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, in and for said Town; and

WHEREAS, it has now been determined that the maximum estimated cost of such specific object or purpose is \$7,495,000, constituting an increase of \$2,000,000 over that previously authorized; and

WHEREAS, it is now desired to authorize, **SUBJECT TO PERMISSIVE REFERENDUM**, the issuance of an additional \$2,000,000 bonds of said Town for such specific object or purpose; NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. For the specific object or purpose of paying an additional \$2,000,000 cost of the establishment of a new park and recreational facility in excess of fifty acres at EPCAL, including original furnishings, equipment, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, in and for the Town of Riverhead, Suffolk County, New York, there are hereby authorized to be issued, **SUBJECT TO PERMISSIVE REFERENDUM**, an additional \$2,000,000 bonds of said Town, pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of such specific object or purpose is now \$7,495,000, and that the plan for the financing thereof is as follows:

- a) By the issuance of the \$5,495,000 bonds of said Town authorized to be issued pursuant to the aforesaid bond resolutions dated and duly adopted on September 7, 2005 and April 18, 2006, respectively;

- b) By the issuance of the additional \$2,000,000 bonds of said Town herein authorized to be issued pursuant to this bond resolution, **SUBJECT TO PERMISSIVE REFERENDUM**

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty years, pursuant to subdivision 19(a) of paragraph a of Section 11.00 of the Local Finance Law, calculated from the date of issuance of the first bond anticipation note therefor. It is hereby further determined that the maximum maturity of the serial bonds herein authorized **will exceed five years.**

Section 4. It is hereby determined that it is the intention of this Town Board that debt service on obligations issued pursuant to this bond resolution shall be paid from park and recreation fees collected at the park specified in Section 1 hereof; but to the extent that such park and recreation fees are not sufficient for such purposes, there shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable. The faith and credit of the Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year.

Section 5. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of

such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the *News Review*, which is hereby designated as the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.**

CERTIFICATION OF POSTING

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York, DO
HEREBY CERTIFY:

That on the _____ day of December, 2007, I caused to be posted on the official
signboard maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, a Notice
of Adoption of a bond resolution adopted by the Town Board of said Town on the 27th day of
December, 2007.

A true and correct copy of such Notice of Adoption is attached hereto.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of said Town this
_____ day of December, 2007.

Riverhead Town Clerk

12/27/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1197

EXTENDS CONTRACT WITH ARTHUR J. GALLAGHER & CO
VERICLAIM AND TRIAD GROUP

COUNCILMAN DUNLEAVY

_____ offered the following

resolution, which was seconded by _____

COUNCILMAN BARTUNEK

BE IT RESOLVED, the insurance program for the calendar year 2008 is awarded to Arthur J. Gallagher & Company of New York and Triad Group and Vericlaim as Third Party Administrators (TPA).

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Arthur J. Gallagher & Co., 2 Gannett Drive, White Plains, NY 10604 and Triad Group, 358 Saw Mill River Road, Millwood, NY 105046 and the Office of Accounting.

THE VOTE

Bartunek Yes No

Blass Yes No

Densieski Yes No

Dunleavy Yes No

Cardinale Yes No

Adopted

12/27/07

TOWN OF RIVERHEAD

Resolution # 1198

APPOINTS MARRIAGE OFFICER

COUNCILMAN BARTUNEK

_____ offered the following resolution, which was

seconded by COUNCILWOMAN BLASS

RESOLVED, that the Town Board of the Town of Riverhead, hereby appoints Town Clerk, Barbara Grattan, as Marriage Officer for the Town of Riverhead. She is to serve in said position from January 1, 2008 to December 31, 2011.

THE VOTE

Dunleavy yes ___ no Bartunek yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION: WAS ___ WAS NOT
THEREFORE DULY ADOPTED

Adopted

DECEMBER 27, 2007

TOWN OF RIVERHEAD

AUTHORIZES THE SUPERVISOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT WITH THE RIVERHEAD POLICE BENEVOLENT ASSOCIATION, INC. (PBA)

RESOLUTION# 1199

COUNCILWOMAN BLASS

_____ offered the following resolution

resolution, which was seconded by _____ COUNCILMAN DENSIESKI _____.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute a collective bargaining agreement between the Town of Riverhead and the Riverhead Police Benevolent Association, Inc., for the period commencing on January 1, 2005 and ending on December 31, 2007.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to PBA President Dixon Palmer, the Office of the Town Supervisor, the Accounting Department and the Personnel Officer.

THE VOTE

Dunleavy ~~Yes~~ No

Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ~~_____~~ WAS _____ WAS NOT THEREFORE DULY ADOPTED

12/27/07

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 1200

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT TO OBTAIN AND MAINTAIN AN EMERGENCY GENERATOR PROCURED FROM SUFFOLK COUNTY

COUNCILMAN DENSIESKI

_____ offered the following resolution, which was seconded

COUNCILMAN DUNLEAVY

by _____

WHEREAS, the Town of Riverhead is desirous of maintaining a high level of disaster preparedness; and

WHEREAS, procurement of temporary, portable electrical power is imperative in the event of a declared disaster or emergency; and

WHEREAS, Suffolk County is interested in providing a 25kV/20 kW emergency generator to the Town of Riverhead in the event of a declared disaster or emergency in order to provide temporary power to Town Hall of Riverhead Township.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with Suffolk County to obtain and maintain a 25kV/20kW emergency generator.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Keri Pisani, Suffolk County Office of Emergency Management, PO Box 127, Yaphank, New York 11980-0127; Office of the Supervisor; Town of Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Blass	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Law No. _____

Disaster Preparedness/Shelters – Use of County-Owned Generator for Residents of Riverhead

**Interagency Agreement
Suffolk County Department of Fire, Rescue and Emergency Services
and
Town of Riverhead**

This Agreement (Agreement) is between the **County of Suffolk (County)**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Fire, Rescue and Emergency Services ("Department" and/or "FRES"**), located at Yaphank Avenue, Yaphank, New York 11980, and the **Town of Riverhead, a municipal corporation**, having its principal office at 200 Howell Avenue, Riverhead, NY 11901

The parties hereto desire that the Contractor's services be made available to the County to help assure for disaster preparedness.

The parties hereto agree that the Town of Riverhead shall be assigned, maintain, and agree to keep in good working condition a 25 kV/20 kW generator, owned by the County of Suffolk, in the event of a declared disaster or emergency, in order to provide temporary power to the residents of Riverhead.

Term of Agreement: January 1, 200~~7~~⁸ through May 31, 2011.
Total Cost of Agreement: Shall be a no-cost agreement to FRES.

Terms and Conditions: Shall be as set forth in Exhibit A entitled "Specific Terms and Conditions" and Exhibit B entitled "General Terms and Conditions" attached and incorporated herein.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Town of Riverhead

County of Suffolk

By: _____
Philip Cardinale
Town Supervisor

By: _____
Name: _____
Deputy County Executive

Date: _____

Date: _____

Reviewed and Approved:

Approved: Department of Fire Rescue & Emergency Svcs.

By: _____
Name: _____
Town Attorney

By: _____
Joseph F. Williams
Commissioner

Date: _____

Date: _____

**Approved as to Legality:
Christine Malafi, Suffolk County Attorney**

Recommended:

By: _____
Samantha McEachin
Assistant County Attorney

By: _____
Edward Schneyer
Director of Emergency Preparedness

Date: _____

Date: _____

Exhibit A

Specific Terms and Conditions

1. Performance Subject to Condition

- a. Pursuant to Article 2-B of the New York State Executive Law entitled Disaster Preparedness, the County, as the first line of defense in times of disaster has developed disaster preparedness programs and plans.
- b. "Disaster" means the occurrence or imminent threat of wide spread or severe damage, injury, or loss of life or property resulting from any natural or man-made causes, including, but not limited to, fire, flood, earthquake, hurricane, tornado, high water, landslide, mudslide, wind, storm, wave action, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, radiological accident, water contamination, bridge failure or bridge collapse;
- c. The County's disaster preparedness plans, organizational arrangements, and response capability must at all times be the most effective that current circumstances and existing resources allow. The purpose of such plans shall be to minimize the effect of disasters by (i) identifying appropriate local measures to prevent and mitigate disasters, (ii) developing mechanisms to coordinate the use of local resources and manpower for service prior to, during and after disasters and the delivery of services to aid citizens and reduce human suffering resulting from a disaster, and (iii) providing for recovery and redevelopment after disasters. In order to execute such plans during, or at imminent threat of disaster, the County must ensure that all resources necessary and required for such implementation are readily available to it.
- d. Performance of this Agreement is contingent on the occurrence of a disaster, as this term is defined herein and by New York State Executive Law Article 2-B. Such condition shall be deemed in effect immediately upon the declaration of a state of emergency by the Suffolk County Executive, or in the event of a vacancy in this office, by the Chief Deputy County Executive or the Deputy County Executive designated to perform the administrative duties of the County Executive during his temporary absence or disability.

2. Requirements Agreement

The parties agree that this is a Requirements Agreement and:

The FRES Commissioner is responsible for the coordination of emergency preparedness plans and the County's response to natural or manmade disasters or emergencies; and

FRES requires and needs to guarantee the services of the Town of Riverhead as contractor to provide, maintain, and repair as necessary, a 25 kVA/20 kW, # 2 diesel fuel powered, sound attenuated trailer-mounted generator, in the event of a declared disaster or emergency, to provide temporary power services to the residents of the Town of Riverhead; and

This agreement is to assure that the County, as the first line of defense in the minimization of the adverse effects to the people and property of Suffolk County in the event of a declared state of emergency and in the recovery and redevelopment efforts following disasters, receives all the services

Disaster Preparedness/Shelters – Use of County-Owned Generator for the Residents of Riverhead

described herein, to be made available by the Contractor to the County prior to the Contractor's provision of such services to other entities, so that the County may accomplish the foregoing.

3. Term and Termination:

- a. The term of this Agreement shall be as set forth on page one of this Agreement, unless sooner terminated as provided below.
- b. Performance of the Services as set forth in this agreement shall commence as of the date of a declared state of emergency set forth in Paragraph one above and a determination by the County that the services of the Contractor are necessary to execute the County's emergency preparedness plans. The parties acknowledge that there may be one or more declared states of emergency during the term of this agreement.
- c. This Agreement may be terminated in whole or in part in writing by the County in the event of failure by Contractor to fulfill any of the terms and conditions under this agreement. The County shall also have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest.

4. Town of Riverhead Responsibilities:

- a. The Town of Riverhead will test said generator and conduct the maintenance on a regular basis in order to ensure generator is in good working condition and to provide continued temporary emergency power to a designated shelter in Riverhead in the event of the occurrence of a declared disaster or emergency, and for drills and exercises as mutually agreed upon; and any other facilities as mutually agreed upon by the parties.
- b. The Town of Riverhead shall make provisions to store and secure said generator at the Riverhead Town Municipal Garage, 1412 Old Country Road (County Route 58), Riverhead, NY 11901
- c. The Town of Riverhead will pay for the usage of fuel required to power said generator.
- d. The Town of Riverhead will transport said generator from location designated in Paragraph 4, part C , to include initial delivery and warranty and repair work as needed, at no cost to Suffolk County.
- e. The Town of Riverhead shall pay for expenses incurred during the repair of the generator unit after expiration of the unit's warranty.
- f. The Town of Riverhead will keep and maintain all maintenance records and all records of any repair work performed with the said generator and send a copy to FRES.
- g. The Town of Riverhead will secure and maintain all related accessories, such as extension cords, that are assigned with the said generator unit.
- h. The Town of Riverhead understands that this equipment can be recalled at any time, as seen necessary by the County Executive, designee, Commissioner of Fire, Rescue and Emergency Services or designee.

5. FRES Responsibilities:

- a. FRES will coordinate the delivery of said generator and all related accessories with the Town of Riverhead.
- b. FRES will ensure said generator unit is fleeted and properly marked by the Suffolk County Department of Public Works prior to delivery to the Town of Riverhead.

6. Notices

a. Notice of Declared State of Emergency

While best efforts will be made by the County to provide written notice to the Contractor of a declaration of a state of emergency, the parties understand that the unpredictable nature of disasters may prevent such formal notification. In the event that such notification is not possible, notification by telephone or messenger or other reasonable means to the individual(s) listed below will serve as adequate notice.

Mr. Philip Cardinale
Town Supervisor
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

b. All Other Notices

All other notices shall be in writing and shall be given to the County as set forth in Exhibit B, entitled General Terms and Conditions. Notification to the Contractor shall be made to:

Chief David Hegermiller
Town Emergency Coordinator
200 Howell Avenue
Riverhead, New York 11901

With an additional copy to:

Mr. Philip Cardinale
Town Supervisor
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

-
- c. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of text for Exhibit A

Disaster Preparedness/Shelters – Use of County-Owned Generator for the Residents of Riverhead

Audit Requirements: All payments made under this Agreement are subject to audit by the Suffolk County Comptroller pursuant to Article V of the Suffolk County Charter. If the Contractor fails to cooperate with an audit by the Comptroller, the County shall have the right to suspend or partially withhold payments or require the repayment of amounts paid under this Agreement or under any other agreement between the parties until such cooperation is forthcoming. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise. The provisions of this paragraph shall survive the expiration or termination of the Agreement.

Contractor's/Vendor's Public Disclosure Statement: The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement. Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

Living Wage Law: This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law. The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law. Required Form: Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003: The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions: a. The Contractor shall not use County funds to assist, promote, or deter union organizing. b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing. c. The County of Suffolk shall not use County

funds to assist, promote, or deter union organizing. d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing. If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement, and a majority authorization card agreement. If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement. Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law. Required Form: Suffolk County Labor Law Form DOL-L01; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

Gratuities: The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

Prohibition Against Contracting with Corporations that Reincorporate Overseas: The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

Child Sexual Abuse Reporting Policy: The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

Non Responsible Bidder: The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

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Certification as to Relationships: Pursuant to the Suffolk County Code Chapter 143, Article II, and Suffolk County Code §143-6(B) specifically, the parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

Suffolk County Local Laws Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk.ny.us. Click on "Laws of Suffolk County" under "Suffolk County Links".

Indemnification: The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

Insurance: a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Contractor agrees to require that all if its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance shall be as follows: i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence. iii. **Workers Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers'

Compensation Law. b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better. c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy. d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing. e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.

Severability: It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

Set-Off Rights: The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

Law No. _____

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No Intended Third Party Beneficiaries: This Agreement is entered into solely for the benefit of County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

Notices Relating to Payments, Insurance or Other Submissions: For the Department: By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service or by personal delivery to Fire Rescue and Emergency Services, Yaphank Avenue, Yaphank, New York 11980 Att. Edward Schneyer, Director of Emergency Preparedness, and For the Contractor: By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service or by personal delivery to the contact person set forth in Exhibit A, entitled "Specific Terms and Conditions."

Notices Relating to Indemnification and Termination: Any communication or notice regarding indemnification or termination shall be in writing and shall be given as follows: For the County: By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service or by personal delivery to Fire Rescue and Emergency Services, Yaphank Avenue, Yaphank, New York 11980, Att. Joseph F. Williams, Commissioner, and to Christine Malafi, County Attorney, Suffolk County Department of Law, H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, New York 11788, and For Contractor: By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service or by personal delivery to the contact person set forth in Exhibit A, entitled "Specific Terms and Conditions."

End of Text Exhibit B

12/27/2007

Adopted

TOWN OF RIVERHEAD

Resolution # 1201

APPOINTS A RECREATION SPECIALIST (SPECIAL NEEDS INSTRUCTOR)
TO THE RIVERHEAD RECREATION DEPARTMENT
COUNCILMAN DUNLEAVY

_____ offered the following resolution,
which was seconded by _____ **COUNCILMAN BARTUNEK**

RESOLVED, that Brittany Cheek is appointed to serve as a Recreation Specialist (Special needs Instructor), effective January 1, 2008, to serve as needed on an at will basis and to be paid at the rate of \$20.00 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department, Brittany Cheek, and the Office of Accounting.

1

THE VOTE
Dunleavy yes ___ no ___ Bartunek yes ___ no ___
Blass yes ___ no ___ Densieski yes ___ no ___
Cardinale yes ___ no ___
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

¹ Rec./ Doris:Res p/tRec Spec Brittany Cheek

12/27/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1202

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 101 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED "VEHICLES AND TRAFFIC"

COUNCILMAN BARTUNEK

_____ offered the following resolution, was seconded by

COUNCILWOMAN BLASS
_____:

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the January 10, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 101, §101-7 of the Riverhead Town Code entitled "Turns", to be posted on the sign board of the Town, and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the members of the Riverhead Town Board, Highway Department, Director of Personnel, Office of the Town Attorney and the Town Clerk.

THE VOTE

Bartunek Yes No
Blass Yes No

Dunleavy Yes No
Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 6th day of February, 2008 at 2:05 o'clock p.m. to consider a local law amending Section 101-7 of the Riverhead Town Code entitled "Turns" as follows:

§ 101-7. Turns.

~~The following turns in the designated areas are hereby defined:~~

- A. Pursuant to the authority granted by §1660 of the New York State Vehicle and Traffic Law, the areas designated below restrict turns such that only right turns shall be permitted at said location and a sign "right turn only" shall be posted at the location.

Sign	Location
Right turn only	West off roadway leading from Roanoke Shopping Plaza to County Road 58
Right turn only	North off roadway leading from Pizza Hut to Roanoke Avenue
Right turn only	East off roadway leading from Radio Shack and Dunkin Donuts/Baskin Robbins to County Road No. 58
Right turn only	West off roadway leading from 7-11 to County Road No. 58
Right turn only	East off roadway leading from Jiffy Lube to County Road No. 58
Right turn only	East off roadway leading from gas station to Route 25 at the intersection of South Jamesport Avenue and Main Road, Jamesport

- B. Pursuant to the authority granted by §1660 of the New York State Vehicle and Traffic Law, the areas designated below restrict turns such that a right turn on red is prohibited at said location and a sign "no turn on red" shall be posted at the location:

Sign	Location
<u>No turn on red</u>	<u>Harrison Avenue south bound at Osborne Avenue;</u>
<u>No turn on red</u>	<u>Osborne Avenue north and south bound at Pulaski Street</u>
<u>No turn on red</u>	<u>Pulaski Street east and west bound at Osborne Avenue</u>
<u>No turn on red</u>	<u>Griffing Avenue at Pulaski Street north bound</u>
<u>No turn on red</u>	<u>Pulaski Street at Griffing Avenue west bound</u>
<u>No turn on red</u>	<u>Pulaski Street at North Griffing Avenue east bound</u>
<u>No turn on red</u>	<u>North Griffing Avenue at Pulaski Street south bound</u>

- Underline represents addition(s)
- Strikethrough represents deletion(s)

Dated: Riverhead, New York
December 27, 2007

BY ORDER OF THE TOWN BOARD
OF THE TONW OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

12/27/07

Adopted

TOWN OF RIVERHEAD

Resolution # 1203

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 108 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED "ZONING"

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded by

COUNCILMAN DENSIESKI

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the January 3, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 108, §108-3, Subsection (B) of the Riverhead Town Code entitled "Definitions; word usage", to be posted on the sign board of the Town, and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the members of the Riverhead Town Board, Planning Department, Building Department; Director of Personnel, Office of the Town Attorney and the Town Clerk.

THE VOTE

Bartunek
Blass

Yes No
 Yes No

Dunleavy
Densieski

Yes No
 Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 15th day of January, 2008 at 7:20 o'clock p.m. to consider a local law amending Section 108-3, Subsection (B) of the Riverhead Town Code entitled "Definitions; word usage" as follows:

§ 108-3. Definitions; word usage.

B. For the purpose of this chapter, certain terms and words are herewith defined as follows:

EXECUTIVE GOLF COURSE – Executive golf courses have a total par ranging from 55 to 68 and an average of 3,000 to 4,500 yards.

PAR 3 GOLF COURSE – Par 3 golf courses have a par on each hole of 3 and an average of 2,000 to 2,500 yards.

STANDARD GOLF COURSE – Standard golf courses have a minimum par of 72 and a minimum of 6,000 yards as measured from the middle tees, and are no less than 125 acres.

- Underline represents addition(s)
- Strikethrough represents deletion(s)

Dated: Riverhead, New York
December 27, 2007

BY ORDER OF THE TOWN BOARD
OF THE TONW OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

TOWN OF RIVERHEAD

Resolution # 1204

ADOPTS A LOCAL LAW TO REPEAL CHAPTER 95A ENTITLED, "TRANSFER OF DEVELOPMENT RIGHTS" OF THE RIVERHEAD TOWN CODE

COUNCILMAN DENSIESKI offered the following resolution, was seconded by
COUNCILMAN DUNLEAVY :

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to repeal Chapter 95A entitled, "Transfer of Development Rights" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the on the 18th day of December, 2007 at 7:00 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all person wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law to repeal Chapter 95A entitled "Transfer of Development Rights" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
			Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

THE RESOLUTION ~~WAS~~ WAS NOT THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD NOTICE OF ADOPTION

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law to repeal Chapter 95A entitled "Transfer of Development Rights", of the Riverhead Town Code at its regular meeting held on December 27, 2007. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 95A: TRANSFER OF DEVELOPMENT RIGHTS

§ 95A-1. Legislative authority.

~~In accordance with § 261-a of the New York State Town Law, the Town Board is hereby authorized and empowered to approve and implement the transfer of development rights subject to any conditions which the Town Board deems necessary, appropriate and consistent with the purposes of this section and § 261-a of New York State Town Law.~~

§ 95A-2. Purpose.

~~This chapter is hereby enacted to achieve the goals of preserving and protecting the natural, scenic or agricultural qualities of open lands, to enhance sites and areas of special character or special historical, cultural, aesthetic or economic interest or value and to enable and encourage flexibility of design and careful management of land in recognition of land as a basic and valuable natural resource.~~

§ 95A-3. Transfer of Development Rights Map.

~~The sending and receiving districts shall be designated and mapped with specificity on a map entitled "Transfer of Development Rights Map of the Town of Riverhead," hereinafter referred to as "TDR Map of the Town of Riverhead," and approved by the Riverhead Town Board after a public hearing.~~

§ 95A-4. Definitions.

~~The following terms, phrases and their derivatives shall have the meanings given herein:~~

~~CONSERVATION EASEMENT — An easement, covenant, restriction or other interest in real property created and subject to the provisions of Article 49 of the Environmental Conservation Law (ECL), which limits or restricts development, management or use of such real property for the purpose of preserving or maintaining the scenic, open, historic, archaeological, architectural or natural condition, character, significance or amenities of real property in a manner consistent with the public policies and purpose set forth in § 49-0301 of Article 49 of the ECL, provided that no such easement shall be acquired or held by the state which is subject to the provisions of Article XIV of the Constitution.~~

~~DEVELOPMENT RIGHTS~~ — The rights permitted to a lot, parcel or area of land under Chapter 108, Zoning, respecting permissible development density and quantified for a reasonable and uniform value.

~~RECEIVING DISTRICT~~ — One or more designated districts or areas of land to which development rights generated from one or more sending districts may be transferred and in which increased development is permitted to occur by reason of such transfer.

~~SENDING DISTRICTS~~ — One or more designated districts or areas of land in which development rights are designated for use in one or more receiving districts.

~~TRANSFER OF DEVELOPMENT RIGHTS (TDR)~~ — The process by which development rights are transferred from one lot, parcel or area of land in any sending district to another lot, parcel or area of land in one or more receiving districts.

§ 95A-5. Procedure for designating sending and receiving districts.

A. ~~Sending district.~~ Prior to designation of a sending district, the Town Board shall make the following findings:

- ~~(1) That the land consists of natural, scenic, recreational, agricultural, forest or open land or sites for special historical, cultural, aesthetic or economic values sought to be protected.~~
- ~~(2) That the sending district is consistent with a comprehensive plan pursuant to § 272-a of the New York State Town Law.~~
- ~~(3) That a generic environmental impact statement (GEIS), pursuant to Article 8 of the Environmental Conservation Law (ECL), has been prepared and that no material changes in circumstances have occurred since the adoption of the final GEIS and findings statement.~~
- ~~(4) Where the transfer of development rights affects districts in two or more school, special assessment or tax districts, that the sending district does not unreasonably transfer the tax burden among the taxpayers of such districts.~~
- ~~(5) Evaluation that the impact of TDR upon the potential development of low- and moderate income housing lost in sending districts and gained in receiving districts and findings of whether there is approximate equivalence between potential low- and moderate income housing units lost in the sending district and gained in the receiving district and that the town has or will take reasonable action to compensate for any negative impact upon the availability or potential development of low- or moderate income housing caused by the transfer of development rights.~~
- ~~(6) Recommendation of the Planning Board.~~

B. ~~Receiving district.~~ Prior to the designation of receiving areas, the Town Board shall find as follows:

- ~~(1) After evaluating the effects of potential increased development which is possible under transfer of development rights, that the receiving district contains adequate transportation, water supply, waste disposal and fire protection, and that there will be no significant environmentally damaging consequences and that such increased development is compatible with the development otherwise permitted by the town and by the federal, state and county agencies having jurisdiction to approve permissible development within the district.~~

- (2) That the receiving district is consistent with a comprehensive plan pursuant to § 272-a of the Town Law.
- (3) That a generic environmental impact statement (GEIS), pursuant to Article 8 of the Environmental Conservation Law (ECL), has been prepared and that no material changes in circumstances have occurred since the adoption of the final GEIS and findings statement.
- (4) Where the transfer of development rights affects districts in two or more school, special assessment or tax districts, that the sending district does not unreasonably transfer the tax burden among the taxpayers of such districts.
- (5) Evaluation of the impact of TDR upon the potential development of low and moderate income housing lost in sending districts and gained in receiving districts and findings of whether there is approximate equivalence between potential low and moderate income housing units lost in the sending district and gained in the receiving district and that the town has or will take reasonable action to compensate for any negative impact upon the availability or potential development of low or moderate income housing caused by the transfer of development rights.
- (6) Recommendation of the Planning Board.

C. An applicant for the allocation of development rights upon real property within the sending area shall present documentation satisfactorily to the Planning Board indicating:

- (1) The location and land areas of the site which the applicant proposes to transfer (sending area).
- (2) The location and land area of the site to which such rights are proposed to be transferred (receiving area), the proposed total number of dwelling units or additional square footage of commercial property that would result on the site from such a transfer and a statement of the character of the proposed development.
- (3) A discussion as to the reasonably anticipated beneficial effects of the proposed transfer and how it will achieve the goals of this chapter.
- (4) The Town Board shall refer the application to the Planning Board for its review and recommendations.
- (5) The preparation of a certificate of development rights suitable for recording in the Suffolk County Clerk's office shall be forwarded to and reviewed by the Town Attorney and shall contain the following:
 - (a) Suffolk County Tax Map Number.
 - (b) The number of TDR's transferred.
 - (c) The number of TDR's retained.
 - (d) The purchaser, owner or transferee of such development rights.
 - (e) Simultaneously herewith, filed with the Town of Riverhead Assessors, the New York State Board of Equalization and Assessment Real Property Transfer Report (Form EA-5217, or its equivalent) indicating that the interest in real property is transferable development rights pursuant to this chapter.

- (f) ~~Any additional information deemed necessary by the Town Board.~~
- (6) ~~Notice to Assessors' office.~~
- (7) ~~Preparation of a conservation easement in compliance with Article 49 of the Environmental Conservation Law.~~

~~§ 95A-6. Designation of sending and receiving districts.~~

~~The Town Board shall designate sending and receiving districts on the map entitled "TDR Map of the Town of Riverhead" pursuant to the following:~~

- A. ~~Owners of land designated by the Town Board as sending or receiving districts shall be entitled, as of right, to apply for the TDR program.~~
- B. ~~Owners of land requesting designation of a sending or receiving district shall petition the Town Board for such designation in the same manner as a change of zone petition pursuant to Article XVIII of Chapter 108, Zoning, of the Code of the Town of Riverhead.~~

~~§ 95A-7. Preservation of agricultural land.~~ Editor's Note: See also Ch. 44, Agricultural Lands Preservation.

~~Consistent with the purposes of this chapter, preservation of prime agricultural land is of utmost concern. The preservation of agricultural land will achieve the goals of preserving the rural character of Riverhead and support an economically viable farm industry. Land designated as sending districts shall consist of the following minimum threshold for eligibility:~~

- A. ~~Land designated by the County of Suffolk as Class 1 or Class 2 Prime Agricultural Soil.~~
- B. ~~Competitive priority among all eligible agricultural land shall be based on the following:~~
 - (1) ~~Agricultural significance due to open space value, scenic beauty, historical significance and environmental sensitivity.~~
 - (2) ~~Soil quality and productivity of soil.~~
 - (3) ~~Irrigation needs and water availability.~~
 - (4) ~~Economic value based on size of farmland and capital investment in buildings and production facilities.~~
 - (5) ~~Annual sales of agricultural products for the previous seven years.~~
 - (6) ~~Whether land is contiguous to properties deeded to the Suffolk County Farmland Preservation Program.~~

~~§ 95A-8. Administration.~~

~~The following documentation and language shall be included in the application for transfer of development rights:~~

- A. ~~Conservation easement. A conservation easement shall be an instrument executed by the grantor in a form to be recorded as a deed that puts the world on notice that all or some of the development rights have been transferred from said burdened parcel. Said conservation easement shall be enforceable by the town in addition to any other person or entity granted enforcement rights by the terms of the instrument. The conservation easement shall contain clauses pertaining to the duration of the conservation easement; extinguishment of the conservation easement; modification of the conservation easement, which shall not diminish or impair development rights within any receiving district; enforcement of the conservation easement; and a certificate of development rights.~~
- B. ~~Certificate of development rights. Any development rights which have been transferred by conservation easement shall be evidenced by a certificate of development rights which shall be issued by the town to the transferee in a form suitable for recording of deed with the Suffolk County Clerk's office in the same manner as other conveyances of interest in land affecting its title.~~
- C. ~~Within one year after the development rights are transferred, the assessed valuation placed on the affected properties for real property tax purposes shall be adjusted to reflect the transfer of development rights.~~
- D. ~~Development rights shall be transferred reflecting the normal market in land, including sales between owners of property in sending and receiving districts.~~
- E. ~~Transferred development rights clearinghouse. [Amended 10-14-1997 by L.L. No. 14-1997]~~
- (1) ~~The Town Board finds that in order to effect a successful development rights program, the marketability of rights is essential. To this end, the town hereby establishes a transferred development rights clearinghouse which is empowered to receive, purchase or sell development rights and to further support a private market in transferred development rights as hereinafter provided.~~
 - (2) ~~The TDR clearinghouse shall be governed by the Farmland Preservation Committee which shall act as the clearinghouse advisory board.~~
 - (3) ~~The TDR clearinghouse shall be empowered as follows:~~
 - (a) ~~To apply for, receive and accept, with the approval of the Town Board, grants or loans from any federal, state or other public or private source to effect any authorized purpose.~~
 - (b) ~~To propose to the Town Board the adoption of rules and regulations necessary to operate the clearinghouse.~~
 - (c) ~~To receive, purchase or sell development rights credits to further the objectives of this chapter.~~
- F. ~~The Planning Board shall be authorized to calculate the number of development rights existing upon property within a sending area and shall be further authorized, upon such calculation, to formally issue a document by resolution allocating the number of development rights associated with such real property. [Added 10-14-1997 by L.L. No. 14-1997]~~
- G. ~~The Planning Board shall establish and maintain a registry of development rights which have been either allocated or redeemed; such registry shall include: [Added 10-14-1997 by L.L. No. 14-1997]~~

- (1) ~~The name and address of the owner, the property designation number and the number of development rights allocated to such real property.~~
- (2) ~~The name and address of the owner, the property designation number and the number of development rights redeemed from such real property.~~
- (3) ~~The name and address of the owner, the real property designation and the certificate number of that real property encumbered by the filing of those conservation easements necessary to implement the provisions of this chapter.~~
- (4) ~~An annual enumeration of the total number of development rights either allocated or redeemed by school district, hamlet and property designation number.~~

~~§ 95A-9. Calculation of development rights. [Amended 10-14-1997 by L.L. No. 14-1997]~~

- A. ~~When an application for the allocation of development rights for transfer is made to the Planning Board, such Board shall calculate the total number of development rights upon real property within a sending area as follows:~~
- (1) ~~One development right per 80,000 square feet of total property area. The Planning Board shall not subtract those land areas described in § 108-95C(1)(a) through (h) from such calculation.~~
- B. ~~When an application for the redemption of development rights is made to the town in order to effect an increase in permitted land use intensity in designated receiving areas, development rights shall be redeemed as follows:~~
- (1) ~~In a receiving area lying within an industrial use district, each development right shall be equal to 150 gallons of sanitary wastewater, with the maximum density within an industrial receiving area not to exceed 600 gallons per 43,560 square feet of real property after transfer.~~
 - (2) ~~In a receiving area lying within a residential use district, each development right shall be equal to one residential dwelling unit, with the maximum density within a residential use district not to exceed one dwelling unit per 20,000 square feet of real property after transfer.~~

~~§ 95A-10. Taxable status of development rights.~~

~~The Town Assessor shall take all steps necessary to track and assess TDR and shall forward such information to the Town Tax Receiver.~~

~~§ 95A-11. Irreversible transfer of development rights.~~

~~No development rights shall be transferred back to the sending parcel once the TDR's have been transferred. No development rights may be transferred out of a parcel which has previously had all of its development rights transferred out under this chapter or Suffolk County acquisition of development rights program or other easement, transfer, restrictive covenant or dedication pursuant to § 247 of General Municipal Law.~~

~~§ 95A-12. Farmland Preservation Program Study Area Map. [Added 10-14-1997 by L.L. No. 14-1997]~~

- A. Pursuant to ~~§ 261-a~~ of the Town Law and pursuant to ~~§ 95A-5~~ of this Town Code, the Town Board and Planning Board hereby find that the map bearing the title, "Town of Riverhead Farmland Preservation Program Study Area," as prepared by the H₂M Group (1996), graphically depicts sending districts which:
- ~~(1) Consist of lands which exhibit natural, scenic, forested or agricultural lands and which possess an economic value to be protected.~~
 - ~~(2) Is consistent with a comprehensive plan pursuant to § 272-a of the Town Law.~~
 - ~~(3) Is in conformance with a draft generic environmental impact statement prepared in accordance with Article 8 of the Environmental Conservation Law.~~
 - ~~(4) Will not result in unduly impacting fiscally upon one school district in the favor of another.~~
- B. The Town Board and the Planning Board further find that such map depicts a receiving district which:
- ~~(1) Consists of lands adequately served by that infrastructure necessary to support that increased development yield as provided by this chapter.~~
 - ~~(2) Is consistent with a comprehensive plan pursuant to § 272-a of the Town Law.~~
 - ~~(3) Is in conformance with a draft generic environmental impact statement prepared in accordance with Article 8 of the Environmental Conservation Law.~~
 - ~~(4) Will not result in unduly impacting fiscally upon one school district in the favor of another.~~
- C. Based upon its findings, the Riverhead Town Board hereby adopts the map entitled, "Farmland Preservation Program Study Area" as prepared by the H₂M Group (1996) as the official designation of TDR sending and receiving districts pursuant to ~~§ 261-a~~ of the Town Law and ~~§ 95A-5~~ of the Riverhead Town Code.

***Overstrike represents deletion**

Dated: Riverhead, New York
December 27, 2007

**BY ORDER OF THE BOARD
OF THE TOWN OF RIVERHEAD**

BARBARA GRATTAN, Town Clerk

- Underline represents addition(s)
- ~~Strikethrough~~ represents deletion(s)

December 27, 2007

Adopted

Resolution # 1205

AWARDS BID FOR YOUNGS AVENUE LANDFILL
CAPPING AND CLOSURE PROJECT

COUNCILMAN DUNLEAVY

offered the following resolution which

was seconded by COUNCILMAN BARTUNEK.

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Youngs Avenue Landfill Capping and Closure Project; and

WHEREAS, three (3) bids were received, opened and read aloud on the 5th of December in the Office of the Town Clerk at the time published in the Notice to Bidders, 200 Howell Avenue, Riverhead, New York; and

WHEREAS, SCS Engineers, PC and the Town Engineer have reviewed all bids received. SCS Engineers, PC has forwarded a written recommendation of award, copy attached. The written recommendation was distributed to and reviewed by the Town Board.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Youngs Avenue Landfill Capping and Closure Project be and is hereby awarded to Terry Contracting and Materials, Inc. in the amount of Seven Million Three Hundred Ninety Eight Thousand Two Hundred Nineteen Dollars & 75/100 (\$7,398,219.75); and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Clerk to return any and all bid bonds received in connection with the above; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Terry Contracting and Materials, Inc., 840 West Main Street, Riverhead, New York, 11901, Lisa Wilkinson, P.E., SCS Engineers, PC, 140 Route 303, Valley Cottage, New York, 10989, Kenneth Testa, P.E., Town Engineer, the Purchasing Department and the Office of Accounting.

THE VOTE

Dunleavy yes no Bartunek yes no
Blass yes no Densieski yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

SCS ENGINEERS, PC

December 19, 2007
File No. 13206007.00

Kenneth Testa, PE
Town Engineer
Town of Riverhead, Engineering Department
200 Howell Avenue
Riverhead, New York 11901

Subject: Bid Evaluation and Recommendation
Bid #07-LFC
Youngs Avenue Landfill Closure

Dear Ken:

SCS Engineers, PC (SCS) is pleased to provide an evaluation and recommendation for the bids received for the Youngs Avenue Landfill Closure. Bids were received from Terry Contracting and Materials, Inc. (Terry), Bove Industries (Bove), and Galvin Brothers, Inc. (Galvin) on December 5, 2007. A summary of the bids is provided in the attached table with a comparison to SCS' engineers estimate. SCS has reviewed price, qualifications and reference material for Terry but only reviewed price for Bove and Galvin.

Terry submitted the lowest bid of \$7,398,219.75. This is less than the SCS estimate of \$9,284,831 without contingency. Proposed prices for the line items in the Bid Form Schedule of Prices that were significantly less in comparison to the SCS Estimate and other Contractor's prices were carefully reviewed. However, Terry's proposed prices appear balanced in comparison to the overall bid price.

SCS contacted Bob Terry of Terry Contracting and Material, Inc. on December 12, 2007 to discuss his understanding of the bid documents, bid items and work included in Section 01025. Measurement and Payment of the project specifications. The following items were discussed specifically due to the difference in cost from the Engineer's Estimate or other Contractors prices:

- Item No. 3 – Establish and Maintain Erosion and Sedimentation Control Measures
- Item No. 4 – Building, Scalehouse and Concrete Load Ramp Demolition
- Item No. 5 – Youngs Avenue Stormwater Management System
- Item No. 8 – North/East End Setback Zone Waste Excavation and Backfill
- Item No. 16 – Furnish and Install Topsoil Outside Limit of Final Cap and Item No. 26 – Fertilize, Seed, Mulch, Install Erosion Control Blanket Outside Cap Areas.
- Item No. 19 – Diversion Swales and Item No. 20 – 6" Cap Drains
- Item No. 28 – RCA Surface on Perimeter Roads
- Item No. 35 – Waste Compaction Test Pads

Kenneth Testa, PE
December 19, 2007
Page 2

Bob Terry confirmed that his prices for these bid items are consistent with his understanding of the contract documents, the drawings, and the Measurement and Payment section of the specifications. He does not expect any significant changes but indicated that he would expect the Owner to work with him if an issue were to arise.

SCS has contacted various project owners and engineers to discuss past and ongoing work performed by Terry. All responses were positive with contacts stating that work by Terry has been completed to the satisfaction to the clients and the engineers, with many repeat customers. Brief comments received during our conversations are provided as follows:

- J. Klein, L.K. McLean – satisfied with work; on schedule with work.
- J. Bunchunk, Town of Southold – satisfied with work; some delays due to other contracts in hand; good communication.
- N. Sheehan, Town of Hampton – numerous projects; some change orders; experienced foreman.

Based on information provided in the Contractors Qualification Statement and discussions with Terry and references for previous work performed, we believe Terry meets the qualification requirements for this project.

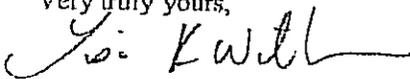
As mentioned above, the Town of Southold experienced some delays in their project due to the other contracts in hand and the small size of the Contractor. We note that the majority of existing contracts held by Terry will be complete by end of 2007 or early 2008 and should not interfere with this project. Therefore, based on the bid package received, SCS recommends award of the project to Terry at the price bid by Terry of \$7,398,219.75. We also recommend that the Town's bond include contingency amount of \$564,000 for a total amount of \$7,962,219.75.

We assume that the Town Attorney will complete the review of the signatures and bonds.

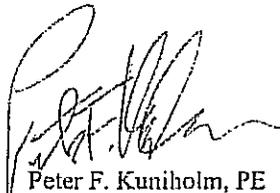
After formal approval, the Town can issue the Notice of Award, EJCDC No. C-510 in the contract documents and three copies of documents for signature, requesting that the executed documents be returned within 5 days. We suggest scheduling of the preconstruction meeting shortly upon receipt of the executed contract.

Please review and call with any questions or comments.

Very truly yours,



Lisa K. Wilkinson, PE
Project Manager
SCS ENGINEERS, PC



Peter F. Kuniholm, PE
Vice President
SCS ENGINEERS, PC

cc: K Loyst, FPM

Youngs Avenue Landfill Closure
Riverhead, New York
Bid Comparison

Item No	Description	Unit	BID QTY	SGS Unit Price	SGS Total (\$)	Terry Unit Price	Terry Total (\$)	Bova Unit Price	Bova Total (\$)	Unit Price	Galwin Total (\$)
1	Mobilization and Demobilization	LS	1		\$433,800.00		\$225,000.00		\$558,800.00		\$600,000.00
2	Project Surveying	LS	1		\$173,500.00		\$150,000.00		\$250,267.00		\$300,000.00
3	Establish and Maintain Erosion/Sedimentation Control Measures	LS	1		\$107,400.00		\$22,000.00		\$50,000.00		\$250,000.00
4	Buildup, Stabilize and Concrete Loading Ramp Demolition	LS	1		\$91,400.00		\$5,000.00		\$75,000.00		\$250,000.00
5	Youngs Avenue Stormwater Management System	LS	1		\$165,400.00		\$94,400.00		\$175,000.00		\$300,000.00
6	Abandon Groundwater Monitoring Wells	LS	1		\$11,400.00		\$2,000.00		\$12,000.00		\$50,000.00
7	Clear, Grub, Waste Excavation, Relocation, Re-Landfill Under Cap Limits, and Backfill Excavated and Other Areas with Unscreened Reclaimed Sand	LS	1		\$2,318,700.00		\$2,118,740.00		\$3,674,000.00		\$4,000,000.00
8	North-East End Seaback Zone Waste Excavation and Backfill	CY	31,500	\$17.00	\$535,500.00	9.10	\$194,670.00	12.00	\$378,000.00	15.00	\$472,500.00
9	Install 6" Gas Venting Layer	CY	25,025	\$7.00	\$175,175.00	7.25	\$181,431.25	13.00	\$325,325.00	14.00	\$350,350.00
10	Furnish and Install Geomembrane Cap	SF	1,251,328	\$0.91	\$1,097,817.31	0.70	\$945,926.20	0.50	\$625,663.00	0.75	\$941,494.50
11	Construct Anchor Trench	LF	8,283	\$19.95	\$165,147.20	10.40	\$86,147.20	20.00	\$165,660.00	17.00	\$139,981.00
12	Install Barrier Protection Layer (Final Cover System A)	CY	46,321	\$7.00	\$324,249.55	7.10	\$328,878.10	15.00	\$694,815.00	14.00	\$648,484.00
13	Install Barrier Protection Layer (Final Cover System B)	CY	22,737	\$7.00	\$159,159.50	7.10	\$161,432.70	15.00	\$341,055.00	13.00	\$295,581.00
14	Credit for Owner Supplied Topsoil Materials	CY	26,600	(\$7.00)	(\$186,200.00)	(6.00)	(\$159,600.00)	(14.00)	(\$372,400.00)	(18.00)	(\$478,800.00)
15	Furnish and Install Topsoil in Limit of Final Cap	CY	37,536	\$25.80	\$960,933.12	21.00	\$789,266.00	32.00	\$1,201,152.00	33.00	\$1,238,688.00
16	Furnish and Install Topsoil Outside Limit of Final Cap	LS	1		\$128,000.00		\$20,000.00		\$300,000.00		\$16,100.00
17	Furnish and Install Geocomposite Toe Drain	SF	125,853	\$11.01	\$1,271,111.53	1.00	\$125,853.00	1.50	\$188,779.50	2.80	\$354,873.00
18	Downslopes No. 1, 2, 3, 4 & 5	LS	1		\$129,800.00		\$132,000.00		\$231,000.00		\$400,000.00
19	Diversions Swales	LF	3,224	\$39.71	\$128,005.19	19.50	\$63,644.00	55.00	\$177,320.00	52.00	\$167,648.00
20	6" Cap Drains	LF	11,025	\$2.05	\$22,601.25	5.00	\$55,125.00	0.00	\$99,200.00	15.00	\$165,375.00
21	Furnish and Install Gas Vents with Boots	EA	28	\$2,900.00	\$81,200.00	2000.00	\$52,000.00	2,500.00	\$65,000.00	5,000.00	\$130,000.00
22	Furnish and Install Horizontal Gas Vent Trenches (Including Vertical Risers)	LS	1		\$65,000.00		\$109,343.00		\$92,000.00		\$150,000.00
23	Furnish and Install Perimeter Gas Monitoring Probes	VF	210	\$80.00	\$13,104.00	81.00	\$17,668.00	80.00	\$17,440.00	100.00	\$21,000.00
24	Furnish and Install Groundwater Monitoring Wells	VF	380	\$66.28	\$25,178.80	85.00	\$32,300.00	100.00	\$38,000.00	130.00	\$49,400.00
25	6" Final Cap Areas	SF	1,351,328	\$0.77	\$1,040,365.45	0.65	\$878,361.90	0.25	\$337,631.50	0.70	\$945,628.20
26	Fertilize, Seed, Mutch, Install Erosion Control Blanket, Maintain Cover in Limit of Final Cap Areas	LS	1		\$338,900.00		\$35,000.00		\$327,000.00		\$20,000.00
27	Main Road and Access Road	LS	1		\$100,800.00		\$71,600.00		\$300,000.00		\$50,000.00
28	RCA Surface on Perimeter Roads	LS	1		\$29,900.00		\$13,050.00		\$65,000.00		\$200,000.00
29	East, West and South Driveway Channels	LS	1		\$129,700.00		\$185,000.00		\$225,000.00		\$100,000.00
30	6" Walking Path	LF	4,516	\$11.99	\$54,082.48	13.00	\$59,695.00	9.00	\$40,845.00	15.00	\$67,725.00
31	6" Walking Path at Bench with Channel	LF	2,436	\$18.01	\$43,867.48	17.00	\$41,412.00	93.00	\$99,388.00	15.00	\$36,940.00
32	Construct Guide Rail, Gates and Fencing	LS	1		\$285,200.00		\$232,000.00		\$400,000.00		\$500,000.00
33	Slope Stabilization (Confinement Reinforcement)	LS	1		\$4,500.00		\$49,000.00		\$275,000.00		\$100,000.00
34	Walking Bridge	LS	1		\$6,000.00		\$29,200.00		\$35,000.00		\$26,000.00
35	Waste Compaction Test Pads	LS	1		\$20,000.00		\$6,000.00		\$35,000.00		\$75,000.00
36	Additional Waste Excavation Outside Cap Limits and Backfill (If Needed)	CY	500	\$17.00	\$8,500.00	14.00	\$7,000.00	12.50	\$6,250.00	25.00	\$12,500.00
37	Additional Unscreened Reclaimed Sand Backfill Placement (If Needed)	CY	500	\$7.00	\$3,500.00	7.00	\$3,500.00	14.00	\$7,000.00	20.00	\$10,000.00
38	Additional Screened Reclaimed Sand Backfill Placement (If Needed)	CY	250	\$9.00	\$2,250.00	15.00	\$3,750.00	18.00	\$4,500.00	30.00	\$7,500.00
39	Leachate Seep Repair (If Needed)	SF	20	\$600.00	\$12,000.00	30.00	\$600.00	116.00	\$2,320.00	50.00	\$1,120.00
40	Asphalt Walking Path (Alternate Item)	LF	6,951	\$2.00	\$13,902.00	13.40	\$93,143.40	8.00	\$55,608.00	15.00	\$93,412.00
41	Credit for Reduced Volume Under Cap (If Needed)	CY	10,000	(\$5.00)	(\$50,000.00)	(2.30)	(\$23,000.00)	(0.01)	(\$100.00)	(3.00)	(\$30,000.00)
42	Increased Volume Under Cap (If Needed)	CY	5,000	\$8.00	\$40,000.00	6.18	\$30,900.00	7.00	\$35,000.00	9.00	\$45,000.00
43	Added Coat Per Equipment Pass For Waste Compaction (If Needed)	CY	120,000	\$0.10	\$12,000.00	0.05	\$6,000.00	0.21	\$25,200.00	0.50	\$60,000.00
44	Credit Per Equipment Pass For Reduced Waste Compaction (If Needed)	CY	120,000	(\$0.10)	(\$12,000.00)	(\$0.02)	(\$2,400.00)	(0.21)	(\$25,200.00)	(0.40)	(\$48,000.00)
	TOTAL				\$9,284,930.87		\$7,998,219.75		\$11,440,409.00		\$13,124,310.40