

April 6, 2010

CDA Resolutions

CDA

Res. #6 Authorizes Dunn Engineering Associates, P.C. to Proceed with Calverton Rail Construction Administration

CDA

Res. #7 Omnibus Resolutions Relating to Requirements of the Public Authorities Accountability Act of 2005 as Amended

CDA

Res. #8 Awards Calverton Rail Access Rehabilitation Contract

CDA

Res. #9 Authorizes Systra to Proceed with Professional Services for the Construction of the Calverton Rail Rehabilitation

Regular Town Board Resolutions

Res. #234 Ratifies the Submission of a Grant Application to the New York State Affordable Housing Corporation for Funding to Support the Town of Riverhead Home Improvement Program

Res. #235 Ratifies the Setting of Fees for the 2010 Recreation Spring/Summer Brochure

Res. #236 Amends Agreement with VeriClaim as Third Party Administrator

Res. #237 Authorizes the Submission of an Application for Funding for \$100,000 Specifically for the "Anti-Gang Initiative for At-Risk Age Groups" Through "OJJDP FR10 Earmarks Programs"

Res. #238 Designates May 1, 2010 Riverhead Litter Awareness and Clean-Up Day

- Res. #239 Approves Extension of Security Posted by Gendot Homes in Connection with the Subdivision Entitled “Osborne Acres” (Road and Drainage Improvements)**
- Res. #240 Approves Extension of Security Posted by Richard Olivo in Connection with the Subdivision Entitled, “Shade Tree Acres – Section 2” (Road and Drainage Improvements)**
- Res. #241 Authorizes the Town Clerk to Advertise for Bids on an Arched Steel Building**
- Res. #242 Authorizes the Supervisor to Execute a License Agreement with East End Oysters to Allow the Installation of Floating Upweller Systems (FLUPSY) in East Creek**
- Res. #243 Authorizes the Supervisor to Execute a Professional Services Agreement with S&L Irrigation, Inc.**
- Res. #244 Authorizes the Supervisor to Execute an Agreement to Place Suffolk County Community College Student Interns in the Town of Riverhead Senior Citizen Center**
- Res. #245 Authorizes the Supervisor to Execute a Security Agreement**
- Res. #246 Authorizing Certificate of Exemption Pursuant to Chapter 62 Entitled “Excavations” and Chapter 110 Entitled “Stormwater Management and Erosion and Sediment Control” of the Code of the Town of Riverhead**
- Res. #247 Authorizes the Settlement of Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 70 Main Road, Aquebogue, New York**
- Res. #248 Authorizes the Settlement of Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 21 Cross Road, Wading River, New York**

- Res. #249** Authorizes the Settlement of Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 141 Fairway Drive, Wading River, New York
- Res. #250** Authorizes the Supervisor to Execute an Inter-Municipal Agreement with the County of Suffolk for County Road 58 A/K/A Old Country Road/Pulaski Street Road Improvement
- Res. #251** Authorizes Dunn Engineering Associates, P.C. to Proceed with Calverton Rail Construction Administration
- Res. #252** Approves the Chapter 90 Application of Our Redeemer Lutheran Church and School (Fundraiser Carnival and Flower Sale)
- Res. #253** Approves Chapter 90 Application of Railroad Museum of Long Island (“Riverhead Railroad Festival 2010”)
- Res. #254** Approves the Chapter 90 Application of Riverhead Bay Motors (Used Car Sale)
- Res. #255** Ratifies Publication of NYS DEC Notice of Complete Application of Extension 75B to the Riverhead Water District
- Res. #256** Authorizing the Dedication of the Fish Passage in Grangebel Park to Robert B. Conklin
- Res. #257** Approves Chapter 90 Application of East End Arts & Humanities Council, Inc. (14th Annual Community Mosaic Street Painting Festival)
- Res. #258** Approves the Chapter 90 Application of Eastern Energy Systems Inc. (100k Wind Turbine Ribbon Cutting Ceremony)
- Res. #259** 2009 Highway Fund Budget Adjustment

- Res. #260 Offers Support to New York State Legislature for the Authorization of an Advisory Non-Binding Referendum in the Towns of Brookhaven, East Hampton, Riverhead, Shelter Island, Southampton and Southold on the Creation of the Peconic Bay Regional Transportation Authority to Replace the Metropolitan Transportation Authority (Senate Bill #S.6774A/Assembly Bill #A.9861A)**
- Res. #261 Approves the Chapter 90 Application of Legacy Marketing Partners (Pepsi Family Fun Event at K-Mart)**
- Res. #262 Re-Appoints Member to the Recreation Advisory Committee (Marjorie Acevedo)**
- Res. #263 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local law to Amend Chapter 92 Entitled “Highways, Streets and Sidewalks” to Ensure the Timely Removal of Damaged Utility Poles on Town Highways**
- Res. #264 Ratifies Authorization to Publish Advertisement for Snack Vendors to be Utilized by the Town of Riverhead**
- Res. #265 Authorizes the Supervisor to Accept a Matching Grant in the Amount of \$74,178.12 From the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative Regarding the Oakleigh Avenue, Baiting Hollow, Drainage Project Phase I**
- Res. #266 Appoints Recreation Advisory Council Representatives to the Riverhead Open Space/Park Preserve Committee (Robert Danowski)**
- Res. #267 Authorizes Attendance of One Police Department Employee to NY/NJ Regional Fugitive Task Force Training**
- Res. #268 Awards Calverton Rail Access Rehabilitation Contract**

- Res. #269 Ratifies the Reinstatement of a Public Safety Dispatcher I and Places Him on a Leave of Absence (Eric Raudies)**
- Res. #270 Authorizes the Release of Security of Harriman Estates at Aquebogue LLC (Subdivision Entitled, "Harriman Estates")**
- Res. #271 Authorizes the Release of Security of Traditional Links LLC**
- Res. #272 Authorizes Town Supervisor to Execute Cellular Communication Leases with the Riverhead Water District and Metro PCS New York, LLC**
- Res. #273 Rejects Bids for Calverton Sewer District Sanitary Pump Station Upgrades, General, Mechanical and Electrical – Contract No. CASD 0504-G**
- Res. #274 Authorization to Publish Advertisement for Automotive Parts for the Town of Riverhead**
- Res. #275 Ratifies Authorization to Publish Advertisement for Diesel Fuel for Use by the Town of Riverhead**
- Res. #276 Authorization to Publish Advertisement for Food Products for the Town of Riverhead**
- Res. #277 Authorization to Publish Advertisement for Truck Parts for the Town of Riverhead**
- Res. #278 Appoints Temporary Secretary to the Board of Assessment Review (Mary Burns)**
- Res. #279 Riverhead Sewer Treatment Plant Upgrade Capital Project Budget Adoption**
- Res. #280 Extends Bid Contract for Well and Pump Testing for the Riverhead Water District**
- Res. #281 Approves Amended Site Plan of Zenith Building**

- Res. #282** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article VIII Accessory Apartments)
- Res. #283** Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 101 Entitled “Vehicles & Traffic” of the Riverhead Town Code (§101-3 Stop and Yield Intersections; Railroad Crossings; Parking Fields)
- Res. #284** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider an Amendment to Chapter 108 of the Code of the Town of Riverhead Entitled “Zoning” (§108-3 Definitions, Floor Area)
- Res. #285** Authorizes the Town Clerk to Publish and Post Public Notice to Consider a Local Law to Repeal Article XXXIII, Business E Highway Commercial/Service Zone of Chapter 108 Entitled, “Zoning” of the Riverhead Town Code
- Res. #286** Authorizes the Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, “Zoning” of the Riverhead Town Code (Home Occupation in Accessory Buildings)
- Res. #287** Pays Bills
- Res. #288** Determines Zoning Compliance for Proposed Storage Building Expansion for the Jamesport Fire District Firehouse and Exempts Project from Set Backs and Site Plan Review
- Res. #289** Authorizes Systra to Proceed with Professional Services for the Construction of the Calverton Rail Rehabilitation

TOWN OF RIVERHEAD
Community Development Agency
Resolution # 6

**AUTHORIZES DUNN ENGINEERING ASSOCIATES, P.C. TO PROCEED WITH
CALVERTON RAIL CONSTRUCTION ADMINISTRATION**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the New York State Department of Transportation (NYS DOT) Calverton Industrial Enterprise Park Freight Rail Access Rehabilitation (PIN #0935.61) Economic Recovery Project in the Town of Riverhead, in Suffolk County, (hereinafter "the Municipality/Sponsor") is eligible for and has been awarded funding under Title 23 U.S. Code, as amended, according to the attached contract that calls for the apportionment of the costs of such program to be borne at the ratio of 100% Federal funds and 0% non-federal funds to support, among other things, important infrastructure projects that help attract businesses, improve commerce and revitalize local economies; and

WHEREAS, the Town of Riverhead Community Development Agency (CDA) Board desires to foster the continued development of infrastructure at the Calverton Enterprise Park site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, on February 11, 2010, the CDA Board adopted Resolution No. 2 entitled, "Awards Calverton Rail Access Rehabilitation Contract" that awarded the construction bid for the above mentioned project to Railroad Construction Co., Inc.;

WHEREAS, the CDA Board wishes to proceed with the reconstruction of the Calverton Rail Spur; and

WHEREAS, use of a construction inspection consultant from the pre-approved Suffolk County of Transportation LDSA list will expedite the delivery of the project and Dunn Engineering Associates, P.C. was on such list; and

WHEREAS, Dunn Engineering Associates, P.C. has submitted the attached proposal to perform the construction administration services for the reconstruction of the Calverton Rail Spur.

NOW, THEREFORE, BE IT RESOLVED, Dunn Engineering Associates, P.C. be and is hereby authorized to proceed subject to NYS DOT approval with the attached construction administration services proposal not to exceed \$439,587; and

BE IT FURTHER RESOLVED, that the CDA Board be and does hereby authorize the Accounting Department to issue a Town of Riverhead Purchase Order in the amount listed above; and

BE IT FURTHER RESOLVED, that the CDA Board be and does hereby authorize the Chairman to enter into a Town of Riverhead Consultant/Professional Services Agreement with Dunn Engineering Associates, P.C. subject to review and approval by the Town Attorney; 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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**RAIL TRANSPORT
DESIGN, PLANNING AND SUPPORT**

SUMMARY OF ESTIMATED HDR PROJECT COSTS FOR CONSTRUCTION INSPECTION AND CONSTRUCTION

March 31, 2009

**TOWN OF RIVERHEAD RAIL REHABILITATION PROJECT
CALVERTON INDUSTRIAL PARK**

ASSUMED WORK SCOPE AND SCHEDULE:

1.1 COMBINED ENGINEERING FEE SUMMARY		TOTAL COST
ITEMS		
A. COMBINED LABOR COSTS (FULLY LOADED COSTS)		\$383,157
B. SUBCONSULTANT COSTS (SARATOGA)		\$22,500
C. ODC'S - No Mark Up (Other direct costs and travel)		\$8,930
D. TESTING		\$25,000
F. TOTAL ESTIMATED COMBINED FEE		\$439,587

**HDR
RAIL TRANSPORT
DESIGN, PLANNING AND SUPPORT**

Privileged and Confidential

SUMMARY OF ESTIMATED HDR PROJECT COSTS FOR CONSTRUCTION INSPECTION AND CONSTRUCTION

March 31, 2009

**TOWN OF RIVERHEAD RAIL REHABILITATION PROJECT
CALVERTON INDUSTRIAL PARK**

ASSUMED WORK SCOPE AND SCHEDULE:

1.1 HDR ENGINEERING FEE SUMMARY		TOTAL COST
ITEMS		
A. HDR LABOR COSTS (FULLY LOADED COSTS)		\$264,446
B. SUBCONSULTANT COSTS (SARATOGA)		\$22,500
C. HDR ODC'S - No Mark Up (Other direct costs and travel)		\$6,895
D. TESTING		\$25,000
F. TOTAL ESTIMATED HDR FEE		\$318,841

**DEA
RAIL TRANSPORT
DESIGN, PLANNING AND SUPPORT**

SUMMARY OF ESTIMATED HDR PROJECT COSTS FOR CONSTRUCTION INSPECTION AND CONSTRUCTION

March 31, 2009

**TOWN OF RIVERHEAD RAIL REHABILITATION PROJECT
CALVERTON INDUSTRIAL PARK**

ASSUMED WORK SCOPE AND SCHEDULE:

1.1 DEA ENGINEERING FEE SUMMARY		
ITEMS		TOTAL COST
A. Total LABOR COSTS (FULLY LOADED COSTS)		\$118,711
B. Out of Pocket Costs		\$2,035
F. TOTAL ESTIMATED HDR FEE		\$120,746

HDR
RAIL TRANSPORT DESIGN, PLANNING AND SUPPORT

2.0 SUMMARY OF LABOR COSTS - CONSTRUCTION INSPECTION AND CONSTRUCTION PHASE SERVICES

HDR/TOWN OF RIVERHEAD, LI REHABILITATION OF EXISTING RAIL LINE IN PLACE CALVERTON INDUSTRIAL PARK		HDR	HDR	HDR	HDR	HDR
		QUALITY ASSURANCE QUALITY CONTROL	PROJECT ENGINEER	SENIOR PROJECT MANAGER	RESIDENT ENGINEER	TASK TOTALS
TASK LABOR BY TASK AND PERSONNEL CATEGORY						
I	PROJECT ADMINISTRATION					
1.1		0	0	0	0	0
1.2		0	0	0	0	0
TASK I SUBTOTAL HOURS		0	0	0	0	0
TASK I SUBTOTAL LABOR FEE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
II	CONSTRUCTION INSPECTION					
2.1	Project Management	0	0	60	0	60
2.2	Resident Engineer (full time for 7 months)	0	0	0	1120	1120
2.3	Railroad Inspector (assume 2 days a week for 7 months)	0	0	0	0	0
2.4	Review of Contractor Submittals and Re-submittals (shop drawings, product data, work plans, and material samples). Assume 40 submittals for estimating purposes.	0	160	10	0	170
2.5	Attendance at meetings with the EIC and/or the Contractor, as required, to resolve comments to submittals. Assume 4 meetings for two (2) hours each plus preparation, follow-up, notes, resolution, etc. for a total of 10 hours per meeting	0	40	10	0	50
2.6	Participation in biweekly progress meetings to discuss project issues/status as required. Assume 16 meetings for a duration of two (2) hours for estimating purposes.	16	32	10	0	58
2.7	Resolution of unforeseen site conditions. For estimating purposes, assume that there will be 5 unforeseen site conditions/field visits.	10	80	10	0	100
2.8	Respond to Contractor RFIs. For estimating purposes, assume that there will be 10 RFIs that will require responses.	10	40	10	0	60
TASK II SUBTOTAL HOURS		36	352	110	1120	1618
TASK II SUBTOTAL LABOR FEE		\$9,171.36	\$46,506.24	\$28,023.60	\$135,856.00	\$219,557.20
III	CONSTRUCTION SUPPORT SERVICES					
3.1	Completion of the final design of vertical and horizontal alignments once the Contractor has completed and provided the initial conditions survey to the Consultant including reviewing the initial condition survey provided by the Contractor, Developing final track alignments and profiles, Reviewing and approving As-Built survey provided by the Contractor	16	140	10	0	166
3.2	Schedule Diagnostic Team Meeting with NY&A, NYSDOT, Riverhead)	8	8	8	8	32
3.3	Design of Active Grade Crossing	0	8	0	0	8
3.4	Review and approve grade crossing design	8	16	0	0	24
3.5	Shop Drawing Review of grade crossing	0	16	0	0	16
3.6	Review and approve Contractor's cost proposal to install grade crossing	0	8	0	0	8
3.7	Arrange for training of Town personell for testing and maintenance of grade crossing warning devices	0	16	0	0	16
3.8	Supervise contractor's testing and certification procedures for grade crossing	0	16	0	0	16
3.9	Review As-built survey of grade crossing provided by the Contractor	0	8	0	0	8
3.10	Provide all documentation and certification necessary for acceptance of grade crossing	0	0	0	0	0
TASK III SUBTOTAL HOURS		32	236	18	8	294
TASK III SUBTOTAL LABOR FEE		\$8,152.32	\$31,180.32	\$4,585.68	\$970.40	\$44,888.72
TOTAL HOURS		68	588	128	1128	1912
TOTAL LABOR FEE		\$17,323.68	\$77,686.56	\$32,609.28	\$136,826.40	\$264,445.92

DEA
RAIL TRANSPORT DESIGN, PLANNING AND SUPPORT

2.0 SUMMARY OF LABOR COSTS - CONSTRUCTION INSPECTION AND CONSTRUCTION PHASE SERVICES

HDR/TOWN OF RIVERHEAD, LI REHABILITATION OF EXISTING RAIL LINE IN PLACE CALVERTON INDUSTRIAL PARK							
		PRINCIPAL PARTNER	PROJECT ENGINEER	SENIOR PROJECT MANAGER	RESIDENT ENGINEER	RAIL INSPECTOR	TASK TOTALS
TASK	LABOR BY TASK AND PERSONNEL CATEGORY						
I	PROJECT ADMINISTRATION						
1.1		24	72	128	0	0	224
		0	0	0	0	0	0
	TASK I SUBTOTAL HOURS	24	72	128	0	0	224
	TASK I SUBTOTAL LABOR FEE	\$5,644.80	\$10,393.92	\$20,497.92	\$0.00	\$0.00	\$36,536.64
II	CONSTRUCTION INSPECTION						
2.1	Project Management	24	0	40	0	0	64
2.2	Resident Engineer (full time for 7 months)	0	0	0	0	0	0
2.3	Railroad Inspector (assume 20 hours a week for 7 months)	0	0	0	0	0	0
2.4	Review of Contractor Submittals and Re-submittals (shop drawings, product data, work plans, and material samples). Assume 40 submittals for estimating purposes.	0	0	0	0	560	560
2.5	Attendance at meetings with the EIC and/or the Contractor, as required, to resolve comments to submittals. Assume 4 meetings for two (2) hours each plus preparation, follow-up, notes, resolution, etc. for a total of 10 hours per meeting		40	0	0	0	40
2.6	Participation in biweekly progress meetings to discuss project issues/status as required. Assume 16 meetings for a duration of two (2) hours for estimating purposes.	4	8	8	0	0	20
2.7	Resolution of unforeseen site conditions. For estimating purposes, assume that there will be 5 unforeseen site conditions/field visits.	0	0	0	0	0	0
2.8	Respond to Contractor RFIs. For estimating purposes, assume that there will be 10 RFIs that will require responses.	0	0	0	0	0	0
	TASK II SUBTOTAL HOURS	28	48	48	0	560	684
	TASK II SUBTOTAL LABOR FEE	\$6,585.60	\$6,929.28	\$7,686.72	\$0.00	\$57,120.00	\$78,321.60
III	CONSTRUCTION SUPPORT SERVICES						
3.1	Completion of the final design of vertical and horizontal alignments once the Contractor has completed and provided the initial conditions survey to the Consultant including reviewing the initial condition survey provided by the Contractor, Developing fin	0	0	0	0	0	0
3.2	Schedule Diagnostic Team Meeting with NY&A, NYSDOT, Riverhead)	8	8	0	0	8	24
3.3	Design of Active Grade Crossing	0	0	0	0	0	0
3.4	Review and approve grade crossing design	0	0	0	0	0	0
3.5	Shop Drawing Review of grade crossing	0	0	0	0	0	0
3.6	Review and approve Contractor's cost proposal to install grade crossing	0	0	0	0	0	0
3.7	Arrange for training of Town personell for testing and maintenance of grade crossing warning devices	0	0	0	0	0	0
3.8	Supervise contractor's testing and certification procedures for grade crossing	0	0	0	0	0	0
3.9	Review As-built survey of grade crossing provided by the Contractor	0	0	0	0	0	0
3.10	Provide all documentation and certification necessary for acceptance of grade crossing	0	0	0	0	0	0
	TASK III SUBTOTAL HOURS	8	8	0	0	8	24
	TASK III SUBTOTAL LABOR FEE	\$1,881.60	\$1,154.88	\$0.00	\$0.00	\$816.00	\$3,852.48
	TOTAL HOURS	60	128	176	0	568	932
	TOTAL LABOR FEE	\$14,112.00	\$18,478.08	\$28,184.64	\$0.00	\$57,936.00	\$118,710.72

TOWN OF RIVERHEAD
Community Development Agency

Resolution #7

**COMMITTEE FORMATION RELATING TO REQUIREMENTS OF THE
PUBLIC AUTHORITIES ACCOUNTABILITY ACT OF 2005 AS AMENDED**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Public Authorities Accountability Act of 2005 (the "**PAAA**") as amended includes Town of Riverhead Community Development Agency (the "**CDA**") in its definition of a local authority; and

WHEREAS, the PAAA requires each Board of Directors (the "**Board**") of a local authority to have a Governance Committee and an Audit Committee and to adopt various policies, guidelines and procedures and to take various actions;

NOW, THEREFORE, BE IT RESOLVED that there is hereby established a Governance Committee, as described in the Charter of the Governance Committee attached hereto as **Attachment A**, the responsibility of the members of which shall be primarily, to keep the Board informed of current best governance practices, to review corporate governance trends, to update the CDA's corporate governance principles and to advise appointing persons on the skills and experiences required of potential Board members; and

Further RESOLVED that there is hereby established an Audit Committee, as described in the Charter of the Audit Committee attached hereto as **Attachment B**, the responsibility of the members of which shall be primarily to become familiar with corporate financial and accounting practices to the extent practicable, to recommend to the Board the hiring of an independent certified public accounting firm ("**Independent Auditor**"), to establish the compensation to be paid to the Independent Auditor and to provide direct oversight of the performance of the independent annual audit performed by the Independent Auditor; and

Further RESOLVED that each member of the Governance Committee and each member of the Audit Committee shall be "independent" as defined by the PAAA, which means that the member (for purposes of the following, an "affiliate" is any person that controls, is controlled by, or is under common control with the CDA):

- (a) is not, and in the past two years has not been, employed by the CDA or an affiliate of the CDA in an executive capacity;
- (b) is not, and in the past two years has not been, employed by an entity that received remuneration valued at more than \$15,000 for goods and services provided to the CDA or an affiliate or received

any other form of financial assistance valued at more than \$15,000 from the CDA or an affiliate;

- (c) is not a relative of an executive officer or employee in an executive position of the CDA or an affiliate; and
- (d) is not, and in the past two years has not been, a lobbyist registered under a state or local law and paid by a client to influence the management decisions, contract awards, rate determinations or other similar actions of the CDA or an affiliate; and

Further RESOLVED that Sean Walter and John Dunleavy are appointed to the Governance Committee and shall serve at the pleasure of the Board; and

Further RESOLVED that Sean Walter, Deputy Supervisor and George Gabrielsen are appointed to the Audit Committee and shall serve at the pleasure of the Board; and

Further RESOLVED that the Town Attorney is hereby appointed as the CDA's Contracting Officer for real property dispositions; and

Further RESOLVED that the Financial Administrator is hereby appointed as the CDA's Chief Financial Officer as well as Contracting Officer for personal property dispositions; and

Further RESOLVED that the following CDA procedures remain in place as adopted by CDA Resolution #6 adopted May 1, 2007:

- The comprehensive investment policies, procedures and guidelines;
- Policies regarding the payment of salary, compensation and reimbursements to, and rules for the time and attendance of, the President and senior management;
- CDA whistleblowing policies and procedures;
- Policies and procedures related to the acquisition and disposition of real property;
- Policies and procedures related to the disposition of personal property;
- Policies and procedures related to the procurement of goods and services;
- The defense and indemnification policy for Directors;
- The code of ethics for Directors and non-salaried officers;
- CDA travel policies and procedures; and

Further RESOLVED that the CDA's salaried officers and employees shall be subject to the restrictions and standards set forth in Section 74 of the Public Officers Law, which restrictions shall serve as the code of ethics for the CDA's salaried officers and employees; and

Further RESOLVED that the CDA shall not, directly or indirectly, including through any subsidiary, extend or maintain credit, arrange for the extension of credit, or renew an extension of credit, in the form of a personal loan to or for any officer, Board member or employee (or equivalent thereof) of the CDA.

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the New York State Office of State Controller.

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

Wooten Yes No Dunleavy Yes No
Gabrielsen Yes No Giglio Yes No
Walter - absent

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
BOARD OF DIRECTORS
AUDIT COMMITTEE CHARTER
As Per Town Board Resolution # _____
Adopted _____, 2010**

THIS CHARTER is the Charter for the Audit Committee of the Board of Directors of the Town of Riverhead Community Development Agency (respectively, the "**Committee**" and the "**CDA**"). For purposes of this Charter, an "**Independent Auditor**" shall mean a certified public accounting firm, nationally recognized, that is independent and superior in its response to the procurement process pursuant to which it was retained by the Board of Directors of the CDA (the "**Board of Directors**" or the "**Board**").

1. **The Purpose of the Committee.** The purpose of the Committee is to:
 - Oversee and assess the effectiveness of the CDA's reporting process to insure that the reporting process is credible, controlled and reliable, and its reporting is transparent, comparable, consistent and of high quality.
 - Oversee the accounting and reporting of the CDA to insure that the financial statements of the CDA fairly and accurately present the financial position of the CDA.
 - Oversee the internal audit activities of the CDA.

2. **The Objectives of the Committee.** The Committee's objectives, in support of its purpose, shall be the following:
 - To assure for the CDA a system of internal financial control that will accomplish the following:
 - safeguard the assets of the CDA against loss from unauthorized use or disposition;
 - cause transactions to be executed in accordance with authorization by the Board of Directors or authorized committees of the Board of Directors and the CDA's management ("**Management**");
 - properly record and account for all financial transactions;
 - insure that all actions of an accounting nature are in accordance with the promulgations of the Government Accounting Standards Board; and
 - prepare financial statements that fairly present the financial position of the CDA in accordance with Generally Accepted Accounting Principles ("**GAAP**").

 - To assure for the CDA an external audit process that satisfies the following conditions:
 - independence;

- impartiality; and
- execution in accordance with Generally Accepted Auditing Standards.
- To assure the CDA’s compliance with all financial reporting obligations to third parties, whether required by statute or contract.
- To maintain free and open communication and productive working relationships with or among:
 - the members of the Committee;
 - the members of the Board of Directors;
 - Management;
 - the Independent Auditor;
 - contract parties;
 - the internal Town of Riverhead accounting staff (“**TORAS**”); and
 - other governmental entities.

3. **Authority and Powers of the Committee.** For purposes of this Charter, the term “**Professional Contract(s)**” shall mean contracts in which the CDA engages professional services, related to the purpose and objectives of the Committee as described in this Charter, in the following areas: independent audit services, legal services and other consultant services. The Committee shall have the following authority and may exercise the following powers:

- To perform all activities within the scope of this Charter.
- To report directly to the Board of Directors.
- To recommend to the Board of Directors for its approval, that the CDA enter into a Professional Contract with an Independent Auditor for the purpose of obtaining independent audit services for the CDA.
- To prescribe the compensation for the Independent Auditor.
- To authorize and cause the CDA to enter into Professional Contracts, other than the Professional Contract with the Independent Auditor, and to prescribe the compensation to be paid thereunder.
- To supervise and review the work, services and counsel provided under Professional Contracts, including but not limited to the work and services provided by the Independent Auditor. In particular, the Committee shall monitor the work of the Independent Auditor so that such work is in conformity with the requirements set forth in **Appendix 1** attached hereto.
- To have unrestricted access to (i) Management, (ii) employees of the CDA, (iii) the CDA’s facilities, real and personal, (iv) the books and records of the CDA, and (v) the TORAS and its books and records.
- To oversee the TORAS and to approve its audit plan.
- To review for adequacy, reliability and clarity, and to monitor conformity with GAAP, the CDA’s accounting practices, including but not limited to: (i) the procedures for internal financial control; (ii) the accounting of all transactions; (iii) the audit procedures employed by the Independent Auditor; and (iv) the dissemination of the financial position and performance information of the CDA.

- To review from time to time the fees, compensation and expenses paid under Professional Contracts.
- Any member of the Committee shall have the right to propose to his or her co-members and to Management changes and amendments to this Charter.

4. **Required Credentials for Members of the Committee.** The Committee shall consist of two (2) members of the Board and shall include the CDA Chair. Any other members of the Committee shall be appointed by the CDA Chair and shall have the following credentials:

- The ability to read and understand financial statements.
- A working knowledge of GAAP.
- A working knowledge of concepts commonly used in corporate finance.
- Employment or professional experience that involves (or involved) finance and/or accounting.
- The absence of any conflict-of-interest that would impair the individual's ability to faithfully and impartially pursue the purpose of this Committee and to perform its objectives, all as set forth in this Charter. In particular (and without limiting the generality of the foregoing), any individual to be appointed a Committee member shall not have a conflict-of-interest that would interfere with that individual's impartial selection or impartial oversight of the Independent Auditor, including but not limited to determinations as to appropriate compensation.
- Independence in accordance with the standards set forth in **Appendix 2** annexed hereto.

5. **Standards to which the Committee must adhere.** In performing its responsibilities, the Committee shall adhere to the following:

- Law, both statute and contract.
- GAAP.
- Authorization provided by the Board of Directors and by the CDA's Certificate of Incorporation and By-Laws.
- The CDA's mission and purpose.
- Commonly recognized principles of prudence, integrity and impartiality.

6. **Specific Responsibilities of the Committee.** The following is a non-exclusive list of the responsibilities of the Committee. Committee members must consider this list as a partial guide, to be supplemented by common sense and prevailing professional norms:

- In addition to other meetings required by this **Section 6**, the Committee shall meet three times per annum with the Independent Auditor and Management, including the Chief Financial Officer, to discuss issues arising within the purview of the Committee's responsibilities. The three meetings

shall occur as follows and, in addition to any other relevant topics, must include the following substantive discussions:

- The first meeting shall occur before commencement of the annual audit. At such meeting the Independent Auditor shall report, in connection with the audit that is to occur, as follows: (i) an overview of the audit process; (ii) the deliverables; (iii) the timetable; and (iv) all significant auditing policies and practices to be used by the Independent Auditor in the course of the audit;
- The second meeting shall occur at the end of the annual audit. The purpose of the meeting will be to: (i) review the draft financial statements; and (ii) discuss (a) issues raised by the Independent Auditor (including adjustments required by the Independent Auditor), (b) the report of the Independent Auditor, (c) all alternative treatments of financial information (within GAAP) that the Independent Auditor has discussed with Management and the treatment preferred by the Independent Auditor, (d) ramifications of such alternative treatments, and (e) other material written communications between the Independent Auditor and Management, including the report of the Independent Auditor.
- The third meeting shall occur prior to finalization of the Independent Auditor's report on internal control to Management (the "**Management Letter**"). The purpose of the meeting is to review the draft Management Letter (including, where applicable, internal control matters, material corrections, and any unadjusted differences), and Management's response to the draft.
- The Committee and the Independent Auditor shall annually obtain from Management written representations regarding Management's responsibility for the integrity of the control and financial reporting systems and processes of the CDA, and Management's belief about the quality of such controls and financial reports.
- The Committee shall report at least annually to the Board of Directors and, in general, shall act as a liaison between the Board of Directors and the Independent Auditor.
- The Committee members shall be reasonably available to provide guidance to the Independent Auditor and the TORAS, and to provide advice to the employees and officers of the CDA.
- Every four years, the Committee shall recommend to the Board of Directors for its approval the selection of an Independent Auditor. The Independent Auditor so recommended shall meet the criteria for independence as set forth in **Appendix 3** attached hereto. The Committee, with the help of the CDA's employees, will be responsible for carrying out the procurement process and such process shall conform to the CDA's procurement requirements.
- The Committee shall from time to time look into the industry norm for appropriate compensation for independent auditors and shall regularly

review the compensation of the Independent Auditor to ascertain whether or not it is reasonable.

- The Committee shall review all “management internal control letters” addressed to the CDA, including but not limited to the Management Letter. The Committee shall review all interim financials, the annual financials presented for audit, and the audited annual financials.
- The Committee, at least once annually, shall review with Management, including the Chief Financial Officer, and the Independent Auditor, the adequacy of the CDA’s internal control procedures and accounting and auditing procedures generally. The Committee shall review Management’s response to the comments, if any, of the Independent Auditor with respect to these procedures and practices.
- The Committee shall meet at least annually with the Independent Auditor, at a location designated by the Committee and outside the presence of Management, to discuss any issues arising within the purview of the Committee’s responsibilities.
- The Committee shall meet at least annually with Management, outside of the presence of the Independent Auditor, to discuss Management’s evaluation of the work performed by the Independent Auditor and the appropriateness of its fees.
- The Committee, when it deems necessary, shall investigate suspected or potential improprieties in bookkeeping, record retention or disclosure of financial information of the CDA. The Committee shall do the foregoing in consultation with counsel, as appropriate.
- The Committee shall review changes in accounting principles or auditing practices that had or are expected to have a significant impact on the preparation of financial statements.
- The Committee shall meet with the TORAS as required in order to discharge its responsibility to oversee the TORAS and shall review any report and recommendation by the TORAS.
- When it deems advisable, the Committee shall recommend to the Board of Directors or authorized committee of the Board of Directors, the following:
 - entering into Professional Contracts for the purpose of securing specific studies and reports, including non-audit services from the Independent Auditor, and
 - including audited financials in any required public financial disclosures or regulatory filings.
- When it deems advisable, the Committee shall recommend to Management and the Board changes to this Charter and to the charter of the TORAS, all in accordance with best practices and accounting standards. From time to time the Committee shall also review the adequacy of the internal staffing of the TORAS and recommend to Management and the Board of Directors any changes that it may deem necessary as a result of such review.
- The Committee shall cause minutes to be prepared for all of its meetings and shall review such minutes for accuracy and thereafter shall approve such minutes.

APPENDICES – REQUIREMENTS

Appendix 1 – Requirements as to the work of the Independent Auditor.

The Independent Auditor may not, while acting in the role of external auditor, provide non-audit services to the CDA without the previous written consent of the Committee. Examples of non-audit services are: bookkeeping or other services related to the accounting records or financial statements of the CDA; financial information systems design and implementation; appraisal or valuation services, fairness opinions or contribution-in-kind reports; actuarial services; internal audit outsourcing services; management functions or human services; broker or dealer, investment advisor, or investment banking services; and legal services and expert services unrelated to the audit.

Appendix 2 – Requirements as to the independence of members of the Audit Committee.

An “independent member” shall mean a person who:

- (a) is not, and in the past two years has not been, employed by the CDA or an affiliate of the CDA in an executive capacity;
- (b) is not, and in the past two years has not been, employed by an entity that received remuneration valued at more than \$15,000 for goods and services provided to the CDA or an affiliate or received any other form of financial assistance valued at more than \$15,000 from the CDA or an affiliate;
- (c) is not a relative of an executive officer or employee in an executive position of the CDA or an affiliate; and
- (d) is not, and in the past two years has not been, a lobbyist registered under a state or local law and paid by a client to influence the management decisions, contract awards, rate determinations or other similar actions of the CDA or an affiliate.

For purposes of the foregoing, an “affiliate” is any person that controls, is controlled by, or is under common control with the CDA.

Appendix 3 – Requirements as to the independence of the Independent Auditor.

The Independent Auditor must satisfy the following conditions: (i) an “audit partner” shall not have performed, for each of the previous five fiscal years preceding the audit year, audit services to the CDA; and (ii) an “executive” of the CDA shall not have been employed, for the twelve months preceding commencement of the audit, by the Independent Auditor if he/she participated in any capacity in the audit of the CDA during

the one year period preceding the initiation of the audit. As used herein: “audit partner” shall mean the lead (or coordinating) audit partner (having responsibility for the audit), and the audit partner responsible for reviewing the audit; “executive” shall mean the chief executive officer, chief financial officer, controller, chief accounting officer, and any other person serving in an equivalent position for the CDA.

**TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
BOARD OF DIRECTORS
CORPORATE GOVERNANCE COMMITTEE CHARTER
As Per Town Board Resolution # _____
Adopted _____, 2010**

THIS CHARTER is the Charter for the Corporate Governance Committee of the Board of Directors of the Town of Riverhead Community Development Agency (respectively, the "**Committee**" and the "**CDA**").

1. **The Purpose of the Committee.** The purpose of the Committee is to assist the Board of Directors of the CDA (the "**Board of Directors**" or the "**Board**") to:
 - a. Develop and recommend to the Board, policies to promote honest and ethical conduct by Board members, officers, and employees, and enhance public confidence in the CDA;
 - b. Develop and recommend to the Board, and oversee implementation of CDA policies relating to corporate governance, including the CDA Corporate Governance Principles; and
 - c. Review on a regular basis the overall corporate governance of the CDA and recommend improvements when necessary.

2. **The Objectives of the Committee.** The Committee's objectives, in support of its purpose, shall be the following:
 - a. To assure for the CDA an internal system of corporate governance that will accomplish the following:
 - i. Keep the Board informed of current best governance practices;
 - ii. Review on a regular basis, corporate governance trends;
 - iii. Update on a regular basis the CDA's corporate governance principles.
 - b. To maintain free and open communication and productive working relationships with or among:
 - i. the members of the Committee;
 - ii. the members of the Board of Directors;
 - iii. Management.

3. **Authority and Powers of the Committee.** The Committee shall have the following authority and may exercise the following powers in discharging its role:
 - a. To perform all activities within the scope of this Charter;
 - b. To report directly to the Board of Directors;
 - c. To investigate any matter brought to the Committee's attention. To facilitate any such investigation, the chairperson of the Committee shall have access to all books, records, facilities and staff of the CDA;

- d. Any member of the Committee shall have the right to propose to his or her co-members and to Management changes and amendments to this Charter.
4. **Required Credentials for Members of the Committee.** The Committee shall consist of two (2) members of the Board and shall include the CDA Chair. Any other members of the Committee shall be appointed by the CDA Chair and shall have the following credentials:
 - a. A working knowledge of concepts commonly used in corporate governance;
 - b. The absence of any conflict-of-interest that would impair the individual's ability to faithfully and impartially pursue the purpose of this Committee and to perform its objectives, all as set forth in this Charter;
 - c. Independence in accordance with the standards set forth in **Appendix 1** annexed hereto.
 5. **Standards to which the Committee must adhere.** In performing its responsibilities, the Committee shall adhere to the following:
 - a. Law, both statute and contract;
 - b. Authorization provided by the Board of Directors and by the CDA's Certificate of Incorporation and By-Laws;
 - c. The CDA's mission and purpose;
 - d. Commonly recognized principles of good corporate governance, including prudence, integrity and impartiality.
 6. **Key Responsibilities of the Committee.** The following is a non-exclusive list of the responsibilities of the Committee set forth with the understanding that the Committee may diverge as appropriate given the circumstances. Committee members must consider this list as a partial guide, to be supplemented by common sense and prevailing professional norms:
 - a. **Meetings.** In addition to other meetings required by this Section 6, the Committee shall meet at least two times per annum, and more frequently as circumstances dictate, to discuss issues arising within the purview of the Committee's responsibilities.
 - i. The Committee shall cause adequate minutes to be prepared for all of its proceedings and records of any action taken, and shall review such minutes and records for accuracy and thereafter shall approve same.
 - ii. The Committee shall be governed by the same rules regarding meetings, notice, quorum, and voting requirements as are applicable to meetings of the Board, including without limitations any applicable provisions set forth in the Public Authorities Law and Article 7 of the Public Officers Law. The Committee may form and assign responsibilities to subcommittees when appropriate.

- iii. The Committee may request that any member of the Board, any officer or staff of the CDA, or any other person whose advice and counsel are sought by the Committee, attend any meeting of the Committee to provide such pertinent information as the Committee requests.
- b. **Reports, Recommendations and Policy Revisions.** The Committee shall report at least annually to the Board of Directors. To fulfill its purposes, the Committee shall:
 - i. coordinate and oversee an annual self-evaluation of the role and performance of the Board, its committees, and management in the governance of the CDA;
 - ii. consider corporate governance issues that arise from time to time, and develop appropriate recommendations for the Board regarding such matters;
 - iii. review any policies or other documents relating to the governance of the CDA, including but not limited to those relating to whistleblower protection and the procurement of goods and services, and recommend CDA policy revisions to the Board as necessary;
 - iv. report to the CDA Board on Committee findings and recommendations and any other matters the Committee deems appropriate or the CDA Chair or Board requests.
- c. **Member Guidance.** The Committee members shall be reasonably available to provide guidance and advice to the employees of the CDA.
- d. **Charter Revisions.** When it deems advisable, the Committee shall recommend to Management and the Board changes to this Charter, all in accordance with best practices and corporate governance standards.

APPENDIX 1 – REQUIREMENTS

Appendix 1 – Requirements as to the independence of Governance Committee members.

An “independent member” shall mean a person who:

- (a) is not, and in the past two years has not been, employed by the CDA or an affiliate of the CDA in an executive capacity;
- (b) is not, and in the past two years has not been, employed by an entity that received remuneration valued at more than \$15,000 for goods and services provided to the CDA or an affiliate or received any other form of financial assistance valued at more than \$15,000 from the CDA or an affiliate;
- (c) is not a relative of an executive officer or employee in an executive position of the CDA or an affiliate; and
- (d) is not, and in the past two years has not been, a lobbyist registered under a state or local law and paid by a client to influence the management decisions, contract awards, rate determinations or other similar actions of the CDA or an affiliate.

For purposes of the foregoing, an “affiliate” is any person that controls, is controlled by, or is under common control with the CDA.

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

Resolution # 8

AWARDS CALVERTON RAIL ACCESS REHABILITATION CONTRACT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the New York State Department of Transportation (NYS DOT) Calverton Industrial Enterprise Park Freight Rail Access Rehabilitation (PIN #0935.61) Economic Recovery Project in the Town of Riverhead, in Suffolk County, (hereinafter "the Municipality/Sponsor") is eligible for and has been awarded funding under Title 23 U.S. Code, as amended, according to the attached contract that calls for the apportionment of the costs of such program to be borne at the ratio of 100% Federal funds and 0% non-federal funds to support, among other things, important infrastructure projects that help attract businesses, improve commerce and revitalize local economies; and

WHEREAS, the Town of Riverhead Community Development Agency (CDA) Board desires to foster the continued development of infrastructure at the Calverton Enterprise Park site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, on February 11, 2010, the CDA Board adopted Resolution No. 2 entitled, "Awards Calverton Rail Access Rehabilitation Contract"; and

WHEREAS, the bid was awarded to Railroad Construction Co., Inc. in the amount of Three Million Four Hundred Ninety Six Thousand Six Hundred Eighty Four & 00/100 (\$3,496,684.00); and

WHEREAS, the Town Engineer and NYS DOT have recommended that additional work is required due to the installation of a turnout switch from the mainline of the Long Island Railroad causing the need for additional materials and labor to complete the switch installation for an increase of Three Hundred Ten Thousand Five Hundred Eighty Four & 50/100 dollars (\$310,584.50).

NOW, THEREFORE, BE IT RESOLVED, that the CDA Chairman be and is hereby authorized to execute a change order in the amount of \$310,584.50 subject to NYSDOT approval of Change Order #1; and

BE IT FURTHER RESOLVED, that the CDA Board authorizes an increase to the Town of Riverhead purchase order by the Change Order No. 1 agreed upon amount; 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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

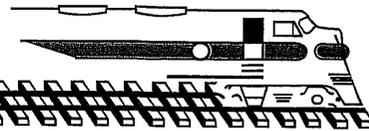
The Resolution Was Was Not

Thereupon Duly Declared Adopted

Railroad Construction Company, Inc.



Contractors - Engineers



75-77 Grove Street • Paterson, NJ 07503



Phone: 973-684-0362 • Fax: 973-684-1355

April 6, 2010

Chris Kempner
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Calverton Enterprise Park Rail Spur Rehab
PIN #093561
RCC Project No. R090583

PHONE (631) 727-3200 x287
FAX (631) 727-5772

Re: LOT 005 – Tie-In Change Order

Dear Ms. Kempner:

As per your request, attached please find a breakdown of the cost associated with the installation of a NO. 10 Turnout for the above mentioned project. This work includes the following:

- Clearing brush as required
- Grade and compact subgrade for new track
- Panelized 1 EA NO. 10 turnout in 136# alongside existing LIRR Mainline
- Install 205 TF of ballasted track consisting of 115RE/119RE relay rail, 7"x9" creosoted hardwood ties, 1 ½ " clean stone, double shoulder tie plates, and all the necessary relay joint bars, bolts, spikes etc.
- Furnish WCH Sliding Derail
- Furnish all miscellaneous signal equipment such as signal cable, switch machine, etc.
- Initial site survey of existing LIRR mainline
- Stakes for final grading and track elevations
- Includes all associated costs such as Railroad Protective Insurance, LIRR Railroad Worker Training, etc.

Work To Be Performed by Others

- Signal work
- Installation of NO. 10 turnout on LIRR mainline

If you have any questions or comments, please do not hesitate to contact me at 201-954-1541.

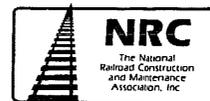
Sincerely,
Railroad Construction Company, Inc.


Jeremy Rosario



E-mail: Info@RailroadConstruction.com • Website: www.RailroadConstruction.com

EQUAL OPPORTUNITY • AFFIRMATIVE ACTION EMPLOYER



Calverton Enterprise Park Rail Spur Rehabilitation

Change Order Breakdown

Item #	Description	Quantity	Unit	Unit Price	Total
02850.1	Cut, Remove and Dispose of Brush (15' from CL of Track)	1	Ac	\$ 10,800.00	\$ 10,800.00
02850.5	Grade and Compact Subgrade (8' from CL of Track)	205	Tf	\$ 10.00	\$ 2,050.00
02850.6	Furnish & Install New Wood Ties	127	Ea	\$ 86.00	\$ 10,922.00
02850.8	Furnish & Install No 1 Relay JTD or CWR (115REand/or119RE)	9	Ton	\$ 1,250.00	\$ 11,250.00
02850.9	Furnish & Install No.1 6-hole Relay Joint Bars (Pair) Includes: New Bolts, Nuts and Washers	10	Pr	\$ 210.00	\$ 2,100.00
02850.10	Furnish & Install New 6 – Hole Compromise Joint Bars	4	Pr	\$ 660.00	\$ 2,640.00
02850.11	Furnish & Install New Bolt Assemblies Includes: New Bolts, Nuts and Washers	18	Ea.	\$ 12.00	\$ 216.00
02850.12A	Wood Tie Track Construction; Includes Labor and Equipment	205	Tf	\$ 73.70	\$ 15,108.50
02850.13	Furnish & Install Ballast (AREMA # 4)	280	Ton	\$ 46.00	\$ 12,880.00
02851.3	Furnish & Install New Turnout (#10,136RE) Installation NIC *	1	Ea.	\$ 86,720.00	\$ 86,720.00
02858.1	Furnish & Install DSC No 1 Relay tie Plates	254	Ea.	\$ 10.00	\$ 2,540.00
02858.2	Furnish & Install New Drive on Anchors	168	Ea.	\$ 6.00	\$ 1,008.00
02858.4	Furnish & Install Sliding Derail	1	Ea.	\$ 13,150.00	\$ 13,150.00
02950.1	Right of Entry to LIRR & Associated Costs (Including Railroad Protective Insurance)	1	LS	\$ 19,200.00	\$ 19,200.00
02951.0	Signal Hardware	1	LS	\$ 106,000.00	\$ 106,000.00
02826.A	Initial Conditions Survey	1	LS	\$ 4,000.00	\$ 4,000.00
02826.B	Survey and Staking After Grading	1	LS	\$ 10,000.00	\$ 10,000.00
					\$ 310,584.50

* - New turnout to be panelized alongside existing LIRR Mainline. Cut and throw of turnout to be performed by others

**TOWN OF RIVERHEAD
Community Development Agency
Resolution # 9**

**AUTHORIZES SYSTRA TO PROCEED WITH PROFESSIONAL SERVICES FOR
THE CONSTRUCTION OF THE CALVERTON RAIL REHABILITATION**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the New York State Empire State Development Corporation (ESD) announced the availability of \$35 million through the Downstate Regional Blueprint Fund to support projects that help attract businesses, improve commerce and revitalize local economies; and

WHEREAS, the Town of Riverhead Community Development Agency (CDA) Board desires to foster the continued development of infrastructure at the Calverton Enterprise Park site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, the CDA Board desires to foster the continued development of infrastructure at the Calverton Enterprise Park site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, in furtherance of development of infrastructure at the Calverton Enterprise Park, the Town of Riverhead/CDA applied for and received funding from ESD for the Town of Riverhead Calverton Rail Access Rehabilitation project; and

WHEREAS, the CDA authorized the acceptance of a Downstate Regional Blueprint Fund Project Award from ESD in the amount of \$650,000 towards the Calverton Rail Access Rehabilitation Project;

WHEREAS, the funding associated with the Downstate Regional Blueprint Fund is limited to 20% of project cost and is through a reimbursement program, not a grant program, thus the Town of Riverhead/CDA will pay project costs first then request reimbursement of eligible costs from ESD; and

WHEREAS, on February 11, 2010, the CDA Board adopted Resolution No. 2 entitled, "Awards Calverton Rail Access Rehabilitation Contract" that awarded the construction bid for the above mentioned project to Railroad Construction Co., Inc.;

WHEREAS, the Town of Riverhead/CDA wishes to proceed with the reconstruction of the Calverton Rail Spur; and

WHEREAS, use of a rail planning consultant will expedite the delivery of the project; and

WHEREAS, SYSTRA has submitted the attached proposal to perform the rail planning consultant services for the reconstruction of the Calverton Rail Spur.

NOW, THEREFORE, BE IT RESOLVED, SYSTRA be and is hereby authorized to proceed with the attached rail planning consultant services proposal not to exceed \$40,000; and

BE IT FURTHER RESOLVED, that the CDA Board be and does hereby authorize the Accounting Department to issue a Town of Riverhead Purchase Order not to exceed the amount listed above; and

BE IT FURTHER RESOLVED, that the CDA Board be and does hereby authorize the Chairman to enter into a Town of Riverhead Consultant/Professional Services Agreement with SYSTRA subject to review and approval by the Town Attorney; 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

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

SYSTRA Logistics and Planning Proposal to Support the Town of Riverhead's Calverton Spur Rail Rehabilitation at Enterprise Park at Calverton (EPCAL).

Scope of the Assignment

In consultation with the Town of Riverhead's Community Development and Engineering Department, Brian Dolan of SYSTRA will provide planning and logistics support services for the rehabilitation of the 3.5 mile Calverton rail spur at EPCAL.

Elements of the Scope Assignment

- **Task One:** Coordinate a Third Party Agreement between New York & Atlantic Railway and the Town of Riverhead that will identify the requirements for the New York & Atlantic Railway to operate freight services to EPCAL.
- **Task Two:** Coordinate plans between the Town of Riverhead, New York State Department of Transportation and the MTA Long Island Rail Road to install at Mainline turn out (switch) that will allow the delivery of freight service to EPCAL freight users.
- **Task Three:** Coordinate project briefings for Long Island opinion leaders on the purpose of project and status of the work.
- **Task Four:** Coordinate project status briefings with tenants at EPCAL and potential freight users.
- **Task Five:** Coordinate project status briefings for local elected and state-wide officials.

Assignment Timeline

- Once approved by Riverhead officials, work starts within one week of approval with one preparatory meeting with Riverhead officials (2 hours).

Fee Structure

- Brian Dolan's hourly fee for this assignment is \$210.00 an hour. Hours required for each task:
 - Task One—32 hours
 - Task Two—24 hours
 - Task Three—20 hours
 - Task Four—20 hours
 - Task Five-- 24 hours

The total cost of labor for this proposed project is \$25, 320. If the Town of Riverhead requires additional tasks to be performed all work will be capped at \$40,000.

Terms and Conditions

Work performed is subject to a signed, mutually agreeable contract. At that time, all costs including any other direct costs, will be identified and agreed upon by both the Town of Riverhead and SYSTRA Consulting.

TOWN OF RIVERHEAD

Resolution # 234

RATIFIES THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE AFFORDABLE HOUSING CORPORATION FOR FUNDING TO SUPPORT THE TOWN OF RIVERHEAD HOME IMPROVEMENT PROGRAM

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, grant funding is available from the New York State Affordable Housing Corporation ("NYS-AHC") to provide funds for the Residential Home Improvement Program; and

WHEREAS, the NYS-AHC grant funds provide for repairs to eliminate hazardous conditions in the homes of income eligible Riverhead residents who otherwise cannot afford to make such repairs; and the need for assistance among Riverhead's low-income residents, particularly fixed-income senior citizens and the disabled population has increased; and

WHEREAS, the Town of Riverhead Community Development Department ("CDD") proposes to submit an application to NYS-AHC in April 2010 for \$200,000; and

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the CDD to complete and submit a NYS-AHC grant application for \$200,000 (60%) with a match to be provided from Community Development Block Grant (CDBG) funds in the amount of \$133,840 (40%), and authorizes the Town Supervisor to sign the grant application and to execute the resulting grant contracts with NYS-AHC if awarded.

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

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

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 235

**RATIFIES THE SETTING OF FEES FOR THE 2010 RECREATION SPRING/SUMMER
BROCHURE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

NOW THEREFORE BE IT RESOLVED, that effective April 5, 2010, this Town Board sets the Registration policy and fees for the Spring/ Summer 2010 Recreation Department Program Brochure.

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

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not

Thereupon Duly Declared Adopted

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 236

AMENDS AGREEMENT WITH VERICLAIM AS THIRD PARTY ADMINISTRATOR

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

NOW THEREFORE BE IT RESOLVED, that the agreement with Vericlaim as Third Party Administrator is amended as set forth in the attached schedule entitled "Section Nine"; 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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not

Thereupon Duly Declared Adopted

Section Nine

Allocated Loss Adjustment Expense (ALAE)

The fee proposal submitted excludes allocated expenses. These expenses are fees and services, including, but not limited to, as defined below. These are billed at the actual cost and are billed against the claim file:

- Fees to attorneys for claims in suit and for representation at hearing or pretrial conferences.
- All court costs, court fees and court expenses.
- Fees for process serving.
- Costs of undercover operative and detective services.
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams and any other type of expert used in the preparation of litigation and used on a one time basis to resolve disputes.
- Costs for independent medical examinations and bill review, evaluations for rehabilitation (vocational or physical) pre-certification activities, utilization reviews and other medical cost containment measures to determine the extent of client's liability.
- Costs for legal transcripts of testimony taken at coroners' inquests, criminal or civil proceedings, including, but not limited to, court reporter fees.
- Costs for copies of any public records and medical records.
- Costs for background and/or asset checks.
- Costs and expenses of subrogation when referred to counsel.
- Costs associated with arbitration and/or mediation.
- Excess expenses incurred on salvaged vehicles, where cost exceeds value.
- Costs of appraisals.
- Costs for providing 1099s, filings with the ISO index bureau, NATB or PILR or other regulatory filings.
- Costs for certified mail, special delivery charges or other extraordinary expenses when requested by the client or justified by circumstances on the claim file.
- Any and all sales or similar taxes to which our services are subject under any and all existing or future tax laws; such taxes are not part of any of the fees quoted herein and are not intended to be part of any of the fees for any services quoted hereafter unless specifically stated as included in writing on a proposed fee for services.
- All expenses for client requested on-site meetings or any other meeting or expenses incurred at the client's request unless otherwise contractually specified.
- Time and expense fees for outside investigation/appraisal/procurement of records/investigation.
- Any other similar cost, fee or expense, including outside field investigation or hearing/arbitration/trial/mediation attendance chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection or perfection of the subrogation rights of the client which must have the explicit prior approval of the client.

TOWN OF RIVERHEAD

Resolution # 237

Authorizes the Submission of an application for funding for \$100,000 specifically for the "Anti-gang Initiative for At-risk Age Groups" through "OJJDP FR10 Earmarks Programs"

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead has been awarded the funds to offer a program under the "Anti-Gang Initiative for At-risk Age groups," and the Town has a substantial population of at risk young people that meet this criteria,

NOW THEREFORE BE IT RESOLVED, that effective April 6, 2010, this Town Board hereby authorizes the Town of Riverhead Youth Bureau to submit the appropriate paperwork to receive these funds.

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

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution #238

DESIGNATES MAY 1, 2010 RIVERHEAD LITTER AWARENESS AND CLEAN-UP DAY

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Board is interested in continually improving the appearance of the Town of Riverhead; and

WHEREAS, the volunteer based Anti-Litter Advisory Committee has recognized a need to increase awareness of litter cleanup as part of improving the appearance of the Town; and

WHEREAS, a "Litter Awareness and Clean-Up Day" will help increase this awareness throughout the town;

KNOW THEREFORE BE IT HEREBY RESOLVED, that the Riverhead Town Board designates May 1, 2010 "Riverhead Litter Awareness and Clean-Up Day" throughout the Town of Riverhead; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Supervisor's office; the Anti-Litter Advisory Committee, the Riverhead Sanitation Department and the Office of the Town Attorney.

THE VOTE

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

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 239

APPROVES EXTENSION OF SECURITY POSTED BY GENDOT HOMES IN CONNECTION WITH THE SUBDIVISION ENTITLED "OSBORNE ACRES" (ROAD AND DRAINAGE IMPROVEMENTS)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Town Board, by Resolution #135 adopted on February 7, 2007, did accept Suffolk County National Bank Irrevocable Letter of Credit No. 070118A in the amount of \$215,000.00 representing road and drainage improvements to be completed within the subdivision entitled, "Osborne Acres"; and

WHEREAS, by letter dated December 1, 2009 from Gerald Simone of Gendot Homes, it has been requested that an extension be granted for the aforementioned performance security representing the road and drainage improvements to be completed within the subdivision; and

WHEREAS, pursuant to Riverhead Planning Board Resolution #7 adopted on January 15, 2009, the Planning Board approved a reduction of the above referenced bond to the amount of \$81,000.00; and

WHEREAS, pursuant to Riverhead Planning Board Resolution #10 dated February 4, 2010, the Planning Board has recommended that the performance security be extended for an additional two-year period to December 21, 2010.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the performance security posted representing the road and drainage improvements to be completed within the subdivision for an additional two-year period as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the performance security posted representing the road and drainage improvements to be completed within the subdivision to December 21, 2010; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Gendot Homes, Gerald Simone, P.O. Box 534, Wading River, NY, 11792; 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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 240

APPROVES EXTENSION OF SECURITY POSTED BY RICHARD OLIVO IN CONNECTION WITH THE SUBDIVISION ENTITLED, "SHADE TREE ACRES- SECTION 2" (ROAD AND DRAINAGE IMPROVEMENTS)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Town Board, by Resolution #1114 adopted on November 6, 2002, did accept security in the amount of \$190,000.00 representing road and drainage improvements to be completed in the subdivision entitled, "Shade Tree Acres – Section 2"; and

WHEREAS, the Riverhead Town Board, by Resolution #691 adopted on July 26, 2007, did grant an extension for said security for the two-year period commencing on July 17, 2006 and expiring on July 17, 2008; and

WHEREAS, by letter dated February 22, 2010, from Richard Olivo, Developer of "Shade Tree Acres - Section 2", it has been requested that an extension be granted for the security posted representing the road and drainage improvements to be completed within the subdivision for the two-year period commencing on July 17, 2008 and expiring on July 17, 2010; and

WHEREAS, pursuant to Riverhead Planning Board Resolution #22 dated March 18, 2010, it has been recommended that the above referenced security be granted a two-year extension to expire on July 17, 2010; and

WHEREAS, water key money in the amount of \$17,500.00 and park and recreation fees in the amount of \$21,000.00 have been paid.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the extension of time for the security posted representing the road and drainage improvements to be completed within the subdivision for an additional two-year period as provided by Riverhead Town Code Chapter 108-97 A. (4); and be it further

RESOLVED, that the Town Board hereby accepts the \$2,000.00 fee associated with such extension approval; and be it further

RESOLVED, that this extension shall extend the security posted representing the road and drainage improvements to be completed within the subdivision to July 17, 2010; 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

Giglio ABSTAINED Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 241

Authorizes the Town Clerk to Advertise for Bids on an Arched Steel Building

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to advertise for sealed bids for the purchase of an Arched Steel Building for the use of the Town of Riverhead Highway Department, AND BE IT

RESOLVED, that the specifications and forms for bidding be prepared by the Superintendent of Highway and all bids be returnable up to 11:00 A.M. on April 16, 2010, AND BE IT FURTHER,

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to open publicly and read aloud on April 16, 2010 at 11:00 A.M. at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, all sealed bids bearing the designation "Bid on Arched Steel Building".

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

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

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

NOTICE TO BIDDERS

Sealed bids for the purchase of an **“ARCHED STEEL BUILDING”** for the use of the Riverhead Highway Department will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until **11:00 A.M. on APRIL 16, 2010.**

Instructions for bidders, specifications and forms may be obtained at the office of the Town Clerk at the Town Hall, Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M. or by visiting the Town of Riverhead website at www.riverheadli.com , click on “Bid Requests”.

All bids will be submitted on the bid form provided. Any and all exceptions to the specifications will be listed on a separate sheet of paper bearing the designation **“Exceptions to the Specifications”**, and attached to the bid form.

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

All bids will be submitted in a sealed envelope bearing the designation **“BID on an ARCHED STEEL BUILDING”** and addressed to: TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901.

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
DIANE M. WILHELM, TOWN CLERK**

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 242

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH EAST END OYSTERS TO ALLOW THE INSTALLATION OF FLOATING UPWELLER SYSTEMS (FLUPSY) IN EAST CREEK

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Peconic Estuary Management Conference has identified six priority management issues facing the estuary, one of which is the threat to habitat and living resources; and

WHEREAS, the Peconic watershed contains a large variety of natural communities, all of which are important to the ecology and productivity of the ecosystem; and

WHEREAS, East End Oysters is in the business of cultivating oysters, scallops and hard clams for the purpose of providing cultivated shellfish to entities wishing to aid in the proliferation of shellfish; and

WHEREAS, East End Oysters wishes to install two (2) Floating Upweller Systems in East Creek for the purposes of cultivating shellfish; and

WHEREAS, it is in the best interests of the residents of the Town of Riverhead to encourage such environmental companies to locate within the Township; and

WHEREAS, East End Oysters has agreed to provide monthly tours of its East Creek facility.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute the attached License Agreement with East End Oysters; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to East End Oysters, P.O. Box 693, Miller Place, New York, 11764; 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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

LICENSE

License ("License"), made as of the 7th day of April, 2010, by and between the Town of Riverhead, ("Licensor") having and address at 200 Howell Avenue, Riverhead, New York and East End Oysters, ("Licensee"), having an address at P.O. Box 693, Miller Place, New York, 11764, a not- for-profit corporation.

W I T N E S S E T H

WHEREAS, East End Oysters wishes to utilize floating Upweller Systems (FLUPSY) to be located at the northerly terminus of East Creek, in Jamesport, for the purpose of culturing seed hard clams, bay scallops and oysters set forth in the contract between the parties, and

WHEREAS, the Town of Riverhead wishes to grant the Licensor the right to install and utilize two (2) FLUPSY tanks at the aforementioned location.

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

1. Licensing: Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use the licensed premises, a copy of which is annexed hereto as Exhibit A.

2. Term of the License. The term of this License (the "term") shall commence on April 1, 2010 and shall end on December

31, 2010.

3. Condition of the License Properties. Licensee is familiar with the licensed premises, has examined same and is aware of defects, if any, in it. Notwithstanding the foregoing, licensee agrees to accept the license properties "as is".

4. License Fee. Licensee shall pay to Licensor, upon the execution of this agreement the license fee of \$50.00 per month for each FLUPSY installed at the Town's site for the term of the license, in full.

a) The License fee and any other monies payable by the licensee shall be paid by check made payable to the Town of Riverhead and delivered to William Rothaar, Financial Administrator, at 1295 Pulaski Street, Riverhead, New York, 11901.

5. Use of License Property. Licensee agrees to utilize the licensed properties exclusively for the purpose of operating the FLUPSY systems and to provide educational tours of the facility.

6. Insurance. East End Oysters further agrees to carry public liability and in an amount not less than \$1,000,000.00 combined single limit covering bodily injury and property damage per occurrence in a company(ies) acceptable to the Town of Riverhead, in which policy the Town of Riverhead shall be named as additional insureds. East End Oysters shall furnish satisfactory evidence that such insurance is in effect and will

not be canceled during the term of this Agreement without thirty (30) days prior written notice of such cancellation to Authority.

7. Repair, Maintenance and Inventory of License Properties.

a) Licensee agrees to maintain the licensed area free of trash and debris.

b) The licensee shall not be permitted to alter the licensed

properties without the prior permission of the licensor.

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

9. Indemnity: Licensee shall indemnify and hold the Licensor harmless from and against any and all claims, actions, liabilities, losses (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorney fees and expenses), arising from or in connection with the use of the licensed property.

10. Notices: Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor at 200 Howell Avenue, Riverhead, New York. If such notice is directed at the Licensee, it shall be addressed to PO Box 693, Miller Place, New York, 11764.

11. Miscellaneous: Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this agreement, which alone, fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This license may not be changed or terminated orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

12. Cross Default: To the extent that the Licensor and Licensee are parties to related agreements, any default under the related agreements shall be deemed to be a default under this License, and any default under this license shall be deemed a default under such similar agreements.

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

TOWN OF RIVERHEAD

By: _____

SEAN M. WALTER, Supervisor

EAST END OYSTERS

By:

MICHAEL CRAIG

TOWN OF RIVERHEAD

Resolution # 243

AUTHORIZES THE SUPERVISOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH S & L IRRIGATION, INC.

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead is desirous of obtaining irrigation services for various Town properties; and

WHEREAS, S & L Irrigation, Inc. is ready, willing and capable of providing irrigation services to the Town of Riverhead;

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Professional Services Agreement with S & L Irrigation, Inc.; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Robert Leonard, Secretary/Treasurer, S & L Irrigation, Inc., P.O. Box 414, Southold, New York 11971-4725; 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

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

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the _____ of April, 2010 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as the "Town") and S & L Irrigation, Inc., a corporation existing under the laws of the State of New York with a principal place of business at 41425 County Road 48, PO Box 414, Southold, New York 11971-4725 (hereinafter referred to as "Consultant").

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

1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in Schedule A attached hereto and made a part hereof at the locations listed in Schedule A. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

2. TERM OF AGREEMENT

The Agreement shall commence on January 1, 2010 and terminate on December 31, 2010.

3. PAYMENT

For these services, Town will pay Consultant SEVEN THOUSAND EIGHT HUNDRED SIXTY SEVEN AND 37/100 DOLLARS (\$7,867.37) to be paid in two separate installments. The first installment in the amount of THREE THOUSAND NINE HUNDRED THIRTY-THREE AND 68/100 (\$3,933.68) shall be due and payable on May 1, 2010; the second installment in the amount of THREE THOUSAND NINE HUNDRED THIRTY-THREE AND 69/100 (\$3,933.69) shall be due and payable on September 1, 2010. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

4. RIGHTS TO DOCUMENTS OR DATA

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

5. PUBLICITY

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

6. ASSIGNMENT AND SUBCONTRACTING

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

7. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Consultant except to make any payments which may have become due under this Agreement. Town shall be entitled to a pro-rated refund in the event this Agreement is terminated prior to December 31, 2010.

8. RECORDS

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

9. CHANGES

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

10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, 200 Howell Avenue, Riverhead, New York 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Robert Leonard, S & L Irrigation, Inc., 41425 County Road 48, PO Box 414, Southold, New York 11971-0414.

11. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Agreement. Consultant will notify Town immediately if Consultant's work for Town becomes the subject of a government audit or investigation. Consultant will promptly notify Town if Consultant is indicted, suspended or debarred. Consultant represents that Consultant has not been convicted of fraud or any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required

hereunder, Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. Consultant may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Consultant's professional and technical discipline.

12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance in the amount of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION DOLLARS (\$3,000,000.00) in the aggregate and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

13. CONFLICT OF INTEREST

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

14. DISCLOSURE

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

15. DISPUTES

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

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

S & L Irrigation, Inc.

By:

Date

TOWN OF RIVERHEAD

By:

Date

SCHEDULE A

Services to be Performed

On all town property irrigation systems as shown on page #3 of this
SCHEDULE Spring Start up 2010 through Winterization 2010

Spring Start up

Complete system check :

Activate water supply and pressure check all main, sub main and lateral water lines for leakage.

Activate electric power and check controller and electronic wiring for proper operation.

Check electronic control valves for operation and leakage.

Check individual sprinkler head for operation & adjustment.

Adjust sprinkler heads as necessary for optimum coverage.

Program control clock for seasonal water schedule and replace back-up battery.

Check weather sensing devices for operation.

Report damage and resulting non use to the engineering department, supply repair estimate and request purchase order for repair.

Winterizing

Turn off water supply

Evacuate water from all main and sub-main water lines by use of compressed air.

Evacuate water from all solenoid valves, zone lines and sprinkler heads by use of compressed air.

Decommission control clocks and weather sensors as necessary.

Repairs

Any sprinkler or component of covered systems found to be defective, damaged or missing due to vandalism, abuse, misuse, construction, neglect or normal wear and restricts the proper operation of the system will be repaired and or replaced only after a purchase order has been issued for such repairs and will be billed under said purchase order as an additional charge as set forth under the conditions of this agreement.

Conditions

Alterations, additions, repairs and improvements will be estimated and work will be conducted for a labor rate of up to \$78.00 per man hour for the life of the agreement.

Materials will be itemized and billed as estimated at the time of purchase order request.

The covered sprinkler systems will ONLY be serviced by S & L Irrigation, Inc. during the life of this maintenance agreement. No alterations or additions may be made by others without the written consent of S & L Irrigation, Inc. No systems may be added to this agreement without the consent of S & L Irrigation, Inc. and if agreed upon will constitute an additional charge.

All work is guaranteed to be performed as specified and completed in a workmanlike manner according to standard practices.

Under the terms of this agreement and NYS Labor Laws, all workers will be paid NYS Prevailing Wages and wage reports filed as requested.

**Town locations and systems covered by
this agreement Spring Start up 2010
through Winterization 2010**

1. 911 MEMORIAL - EDWARDS AVENUE, CALVERTON
2. AMBULANCE BARN - MANOR LANE, JAMESPORT
3. AMBULANCE BARN - OSBORNE AVENUE, RIVERHEAD
4. BAYBERRY PARK - WADINGRIVER
5. BURN'S PARK - RIVERHEAD
6. **CALVERTON ENTERPRISE PARK - Baseball Fields**
7. COURT STREET MUNICIPAL PARKING FACILITY
8. EAST END ARTS (Benjamin / Cowin Houses)
9. EAST LAWN BUILDING - 540 EAST MAIN STREET
10. **GRUMMAN MEMORIAL - Calverton Enterprise Park**
11. HUMAN RESOURCE CENTER - SHADE TREE LANE, AQUEBOGUE
12. IRON PIER BEACH - PIER AVENUE, JAMESPORT
13. JAMESPORT COMMUNITY CENTER - JAMESPORT
14. LIRR TRAIN STATION
15. **MIDDLE ROAD TRAFFIC CIRCLE - Middle Road, Riverhead**
16. PARKING FACILITY @ FIRST STREET
17. PARKING FACILITY @ ROANOKE & GRIFFING AVENUES
18. PARKING FACILITY @ THE DUCK PONDS - WADINGRIVER
19. PARKING FACILITY @ TUTHILL FUNERAL - MAIN STREET
20. PECONIC RIVER FRONT PARK
21. REEVES PARK BEACH - PARK ROAD, RIVERHEAD
22. SKATE PARK - COLUMBUS AVE, RIVERHEAD
23. SOUTH JAMESPORT BEACH - BEACH ROAD, JAMESPORT
24. SOUTH JAMESPORT BOAT RAMP - PECONIC BAY BLVD., JAMESPORT
25. STOTZKY PARK - (Baseball Fields)
26. STOTZKY PARK - (Soccer Fields)
27. TOWN HALL / POLICE STATION - 200 HOWELL AVE., RIVERHEAD

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 244

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT TO PLACE SUFFOLK COUNTY COMMUNITY COLLEGE STUDENT INTERNS IN THE TOWN OF RIVERHEAD SENIOR CITIZEN CENTER

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town of Riverhead Senior Citizen Center offers a wide variety of programs, activities and support services for the older residents of the Riverhead community; and

WHEREAS, the Town of Riverhead Senior Citizen Center is desirous of supplementing its staff in administering its programs, activities and support services; and

WHEREAS, Suffolk County Community College is interested in placing student interns in a human services setting to enhance academic endeavor;

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with Suffolk County Community College regarding the placement of college student interns at the Town of Riverhead Senior Citizen Center; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to James F. Canniff, Vice-President for Academic and Student Affairs, Suffolk County Community College, 533 College Road, Selden, New York 11784; 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

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

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Agency Agreement

This Agreement (Agreement) is between the **Suffolk County Community College (College)**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899, a chartered Community College, pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, having its principal place of business at the County Center, Riverhead, New York 11901; and **Town of Riverhead, Senior Citizens Center (Agency)**, a municipality having its principal office at 60 Shadetree Lane, Aquebogue, NY.

The parties hereto desire to make available to the **College** the services of the **Agency** for the placement of **College** students in an internship for one or more of the internship programs listed in Exhibit B attached.

Term of Agreement: September 1, 2010 through August 31, 2020
Total Cost of Agreement: No cost to the **College** or **Agency**
Terms and Conditions: Shall be as set forth in Exhibits A through G

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

**Town of Riverhead
Senior Citizens Center**

Suffolk County Community College

By: _____ Date _____
Philip Cardinale
Town Supervisor

By: _____ Date _____
James F. Canniff
Vice President for Academic and Student
Affairs

Approved as to Legality

By: _____ Date _____
Ilene S. Kreitzer
College General Counsel

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F	Professional Liability Summary of Insurance; Certificate of Insurance for Professional Liability Coverage (Incorporated by reference)	
G	Student Accident Insurance Plan (Incorporated by reference)	

Exhibit A
General Terms and Conditions

1. Internship Program

The College and Agency desire to affiliate for the purpose of conducting the educational internship programs (the "Programs") set forth in Exhibit B, entitled "Description of Student Internship Programs."

2. Inconsistent Provisions

The provisions of this Exhibit A shall prevail over inconsistent provisions of any other Exhibit and over any other document not specifically referred to in this Agreement or made part thereof by this Agreement or by subsequent amendment in writing signed by both parties, except to the extent that such provision of this Exhibit A are specifically referred to or amended or superseded by such Exhibit or Amendments.

3. College Responsibilities

The College is responsible for designating a College Program Coordinator. Such Program Coordinator, or his/her designee, is responsible for the following:

- a. Planning and implementation of the educational program; guidance and counseling of students, planning, with the cooperation of the Agency field work site supervisor, the student's assignments and experience relevant to the educational program, and developing a schedule of student's assignments;
- b. Maintenance of all records and reports on the student's fieldwork experience and, in consultation with the Agency Program Coordinator, evaluation of the student's fieldwork experience;
- c. If so requested by the Agency, the removal of an individual student from the Agency Program sites; and
- d. Such other responsibilities as may be indicated for the program in Exhibit B.

4. Agency Responsibilities

The Agency is responsible for designating an Agency Program Coordinator who shall act as a field work site supervisor for the Program. Such field work site

- c. Students shall not be deemed employees of the Agency or the College.

9. **Insurance**

- a. The College shall purchase and have in force a professional liability insurance policy, covering both students and College faculty which provides for professional liability coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. The College shall furnish the Agency with a Summary of Insurance (Exhibit F) evidencing such coverage.
- b. The County, which is self-insured, shall furnish the agency with a Summary of Insurance (Exhibit F) which provides for property damage liability in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.
- c. Each student in the Program shall be covered by a student accident insurance policy which provides coverage for personal accidental injury sustained during the academic semester. The policy is described in Exhibit G, entitled "Student Accident Insurance Plan."

10. **Indemnification**

- a. To the extent permitted by law, the College shall indemnify and hold harmless the Agency, its consultant (if any), employees, agents and other persons from and against all claims, costs and expenses (including attorneys fees), losses and liabilities of whatsoever nature arising out of the acts or omissions or negligence of the College, its officers, agents, or employees in connection with this Agreement.
- b. The Agency shall indemnify and hold harmless the College, its consultant (if any), employees, agents and other persons from and against all claims, costs and expenses (including attorneys fees), losses and liabilities of whatsoever nature arising out of the acts or omissions or negligence of the Agency, its officers, agents, or employees in connection with this Agreement.
- c. Each party agrees that it shall give the other party prompt written notice of any claim threatened or made, or suit instituted against it which could result in a claim for indemnification as above; provided however, that failure to give such notice shall not be a waiver of a party's right to indemnification from the other.

- b. Work in health care settings such as hospitals, nursing homes, clinics, group and individual medical practices, managed care organizations, pharmaceutical and medical research firms, public agencies, insurers monitoring care provided to their clients, consulting firms, health data organizations and information system vendors.

6. Human Services Program

The curriculum for the Human Services Program is a two-year associate degree designed to prepare individuals to work under the supervision of human service professionals particularly social workers. An integral part of the program is the completion of carefully selected and guided learning experiences in various human service agencies. Students are expected to acquire the skills needed for entry level employment in the human services and the educational background needed for transfer to a BSW or other bachelor's degree program.

7. Interpreter for the Deaf

The curriculum for interpreter for the Deaf is a three-year program designated to prepare individuals to work as Interpreters/Transliterators for the deaf and hearing impaired. The Program prepares students to serve as interpreters in a wide range of settings: community agencies servicing the deaf, residential schools for the deaf, vocational training centers, rehabilitation agencies, the public schools systems, universities and law enforcement agencies. Graduates will be prepared to sit for certification evaluation conducted by the Registry of Interpreters for the Deaf.

8. Nursing

- a. The College Associate Degree nursing program, accredited by the National League for Nursing, leads to an Associate in Applied Science degree. A graduate is eligible to take the examination of the New York State Board for Nursing to qualify as a Registered Nurse.
- b. The College shall assure that College faculty, who have the function of guiding and supervising the students, are Registered Professional Nurses currently licensed in the State of New York.
- c. The College shall have complete control of the planning implementation of the educational program, curriculum content, faculty appointments, and requirements for matriculation, promotion and graduation of students, and the guidance and counseling of students; the College shall bear all program costs in connection there with. Notwithstanding the foregoing, there shall be joint planning in the placement and rotation of students through the clinical experience at the Agency.

- d. The Agency shall provide orientation and instruction to the students as to patients' rights, infection control, fire, safety and hazardous substances.
- e. The Agency retains responsibility for all patient care.
- f. The Agency shall, to the extent possible, provide adequate conference room space and permit use of available instructional materials.
- g. The College students are responsible for providing their own uniforms when required.
- h. The Agency shall provide emergency treatment for students and College faculty during hours of assigned clinical experiences. Any further care or treatment required by the student or faculty member shall not be the responsibility of the Agency.
- i. Current faculty and student health records are available for review.

9. Occupational Therapy Assistant

- a. The curriculum for Occupational Therapy Assistant is a two-year program designed to prepare an individual to work under the supervision of a Registered Occupational Therapist (OTR), providing the knowledge and skills to enable the student to function as an Occupational Therapy Assistant.
- b. The skills that the students will be performing will include the following:
 - (i) Work with an OTR to develop service competencies; contribute to assessment and evaluation performed by an OTR;
 - (ii) Conduct individual and group activities;
 - (iii) Contribute to client care plans;
 - (iv) Maintain accurate clinical documentation
- c. The Agency will provide a licensed OTR to provide appropriate supervision of the student.

10. Physical Therapist Assistant

The curriculum for the Physical Therapist Assistant is a two-year program designed to meet specific performance expectations that prepare an individual to work as an entry-level physical therapist assistant under the direction and supervision of a licensed physical therapist following their plan of care. The program is accredited by the Commission on Accreditation in Physical Therapy Education (CAPTE), a committee of the American Physical Therapy Association (APTA). Graduates must pass the National Physical Therapy

Education (NPTE) examination to work as an entry-level Physical Therapist Assistant in New York State.

- a. The Agency shall be responsible for obtaining patient permission for student interactions.
- b. The Agency shall provide orientation and instruction to the students as to facility policies and procedures related to patients' rights, infection control, fire, and safety.
- c. The Agency shall be responsible for assuring supervision of the student by a licensed Physical Therapist (PT). This does not preclude the student's direct clinical instructor from being a certified Physical Therapist Assistant (PTA). The supervising Physical Therapist must be identified, introduced to the student, available for student questions, and sign-off on the *Student Clinical Assessment Instrument* at the midterm and completion of the clinical rotation.
- d. The Agency shall be responsible to assign a clinical instructor who is licensed in New York State (PT or PTA) with a minimum of one year clinical experience.
- e. The Agency retains responsibility for all patient care.
- f. The Agency will provide the student with experiences that support the Program's Clinical Education Goals including direct patient care, patient-related instruction, and participation in the non-patient care activities of the physical therapy department.
- g. The Agency shall be responsible for completing a midterm and final evaluation of the student's performance over the time period of the clinical rotation utilizing the Physical Therapist Assistant Program's *Student Clinical Assessment Instrument*.
- h. The Agency is responsible for assuring student's completion of all assigned hours for the clinical rotation period.
- i. The Agency may terminate the affiliation of any student who in their judgment is consistently displaying unprofessional behavior or placing patients at risk by exhibiting incompetent skills, poor judgment, and unsafe techniques.
- j. The Agency or College may rescind the placement of a student if deemed necessary.

- k. The Agency will provide necessary emergency treatment of the student during hours of assigned clinical experiences. Any further care or treatment required by the student shall not be the responsibility of the Agency.
- l. The College will be responsible for assuring a complete medical record on each student and will supply proof as requested by the Agency.
- m. The College Physical Therapist Assistant Program academic faculty will be responsible for assigning a letter grade to the clinical experience.
- n. The College Physical Therapist Assistant Program academic faculty will be responsible to schedule and meet with the clinical instructor at the facility setting once each clinical rotation.

11. **Recreation Leadership**

The Recreational leadership: Therapeutic Recreation Program is designed to prepare students for work with various disabled populations, including the emotionally disturbed, mentally retarded and developmentally delayed, the elderly, the physically disabled and the socially deviant and substance abuser, in various institutions, residential settings, treatment programs in the community.

12. **Veterinary Science Technology**

- a. The Veterinary Science Technology (VST) Program offers graduates an AAS Degree and the opportunity to take New York State's Professional Licensing Examination for Veterinary Technology. The Animal Clinic Internship portion of the program provides an opportunity to establish the crucial link between the performing classroom and laboratory exercised and performing skills in a work environment. The major objective of the Animal Clinic Internship Program is to increase students' proficiencies in performing the essential skills expected of them. These essential skills are prescribed by the Committee on Veterinary Technician Education and Activities (CVTEA) of the American Veterinary Medical Association (AVMA). The College Program Coordinator will provide a list of the essential skills to the Agency. The Essential and Recommended Skills list is available online on the AVMA website at www.avma.org/education.
- b. Students in the Animal Clinic Internship Program have completed two semesters of training and have varied backgrounds and skills. They spend 14 days (120 hours) in the course of the semester at a designated veterinary clinic or hospital or at a laboratory animal research facility or at another special animal care facility. These facilities are expected to

provide students with both exposure to and opportunities to perform as many of the essential skills as can be reasonably offered by the facility.

- c. At the time students are placed at an internship site, they will have had instruction in some of the essential skills but not all of them. Therefore, it is expected that the Agency will provide initial or additional instruction and supervision in the execution of tasks.
- d. Students are normally expected to be available for internship assignments between the hours of 8:00 AM and 5:00 PM on the days of their assignments; however, variations on this can be made when prearranged between the Agency, the College and the student.
- e. Students are permitted one absence in the course of a semester additional absences will have to be made up. Arrangements for making up missed time will be made between the students and the Agency.
- f. The Agency will maintain records of student attendance on forms that will be provided by the College.
- g. Student assignments will be prearranged and agreed upon by both the College and the Agency.
- h. The Agency may rescind the placement of any student if deemed necessary. The College may also rescind the placement of a student.
- i. The Agency supervisor will provide a written evaluation of the student on forms provided by the College.
- j. The Agency will permit periodic visitation of the Agency's premises by the Animal Clinic Internship supervisor or that person's designee for the purpose of observing and evaluating students' performances.

13. **Emergency Medical Care Program**

Emergency Medical Technician Basic and Advanced:

The course emphasizes the development of student skill in recognition of signs and symptoms of illnesses and injuries and application of proper procedures of pre-hospital emergency medical care at the Basic and Advanced Levels as set forth by the NYS Department of Health Bureau of Emergency Medical Services.

Emergency Medical Technician/ Emergency Medical Care Program:

- a. The College Emergency Medical Care program is responsible for

- education and training of pre-hospital providers as set forth by the New York State Department of Health Bureau of Emergency Medical Services. A graduate is eligible to take the New York State certification examination leading to certification as an Emergency Medical Technician Basic or Advanced.
- b. The College shall assure that College faculty, who have the function of guiding and supervising the students, are qualified and credentialed by the State of New York Department of Health Bureau, of EMS.
 - c. The College shall have complete control of the planning implementation of the educational program, curriculum content, faculty appointments, and requirements for matriculation, promotion and graduation of students, and the guidance and counseling of students; the College shall bear all program costs in connection there with. Notwithstanding the foregoing, there shall be joint planning in the placement and rotation of students through the clinical experience at the Agency.
 - d. The Agency shall provide orientation and instruction to the students as to patients' rights, infection control, fire, safety and hazardous substances.
 - e. The Agency retains responsibility for all patient care.
 - f. The Agency shall, to the extent possible, provide adequate conference room space and permit use of available instructional materials.
 - g. The College students are responsible for providing their own uniforms when required.
 - h. The College will supply a copy of completed physical examinations of individuals as requested by the Agency.
 - i. The Agency shall provide emergency treatment for students and College faculty during hours of assigned clinical experiences. Any further care or treatment required by the student or faculty member shall not be the responsibility of the Agency.
 - j. The College will supply a copy of five (5) randomly selected completed physical examinations so that the Agency can perform a quality assurance assessment of such examinations

END OF TEXT FOR EXHIBIT B

Exhibit C

List of College Program Coordinators

In accordance with paragraph 15 (d) of Exhibit A of this Agreement:

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). Such notice shall be provided to both the Program Coordinators and the College Office of Academic Affairs.

For the College

1. American Sign Language Studies

Name Jane Hecker-Cane
Title Coordinator American Sign Language Studies

Address Riverhead Bldg., Room 116
533 College Road, Selden, NY 11784

Telephone (631) 451 4157
Fax (631) 451 4671
e-mail – heckeri@sunysuffolk.edu

2. Chemical Dependency Counseling

Name Kirk Kaplan
Title Coordinator Chemical Dependency Counseling

Address Health, Sports & Education Center, Rm. MA135
Crooked Hill Road, Brentwood, NY 11717

Telephone (631) 851 6594
Fax (631) 851 6807
e-mail – kaplank@sunysuffolk.edu

3. Dietetic Technician

Name Jodi Levine
Title Coordinator Dietetic Technician

Address Culinary Arts and Hospitality Center
Room 112, 20 East Main Street, Riverhead, NY 11901

Telephone (631) 548-3724
Fax (631) 548-3705
e-mail – newmanj@sunysuffolk.edu

4. Early Childhood Development

Name Darlene Hochman
Title Coordinator Early Childhood Development

Address Riverhead Bldg. Room 106A
533 College Road, Selden, NY 11784

Telephone (631) 451-4299
Fax (631) 451-4671
e-mail – hochmad@sunysuffolk.edu

5. Health Information Technology

Name Diane P. Fabian
Title Coordinator Health Information Technology

Address Health, Sports & Education Center, Rm. MA204
Crooked Hill Road, Brentwood, NY 11717

Telephone (631) 851-6342
Fax (631) 851-6807
e-mail – fabiaand@sunysuffolk.edu

6. Human Services Program

Name Maureen Bybee
Title Coordinator Community Service Assistant/Human
Services Program

Address Riverhead Bldg., Room 113
533 College Road, Selden, NY 11784

Telephone (631) 451 4629
Fax (631) 451 4671
e-mail – bybeem@sunysuffolk.edu

7. Interpreter for the Deaf

Name Jane Hecker-Cane
Title Coordinator Interpreter for the Deaf

Address Riverhead Bldg., Room 116
533 College Road, Selden, NY 11784

Telephone (631) 451-4157
Fax (631) 451-4671
e-mail – heckerj@sunysuffolk.edu

8. Medical Assistant

Name Jean Riddel
Title Coordinator Medical Assistant

Address Health, Sports & Education Center, Rm. MA109
Crooked Hill Road, Brentwood, NY 11717

Telephone (631) 851-6340
Fax (631) 851-6838
e-mail – riddelej@sunysuffolk.edu

9. Nursing

Name Frances F. LaFauci, RN, MS, EdD,
Title Coordinator Nursing

Address Sayville Downtown Center
30 Greene Avenue
Sayville, NY 11782

Telephone (631) 851-6970
Fax (631) 854-4942
e-mail – lafaucf@sunysuffolk.edu

Name Victoria Siegel
Title Associate Professor, Nursing

Address Health, Sports & Education Center, Rm. MA207
Crooked Hill Road, Brentwood, NY 11717

Telephone (631) 851-6962
Fax (631) 851-6807
e-mail – siegelv@sunysuffolk.edu

10. Practical Nursing

Name Doreen Biondolillo, RN

Title Assistant Professor
Address Shinnecock Building – Rm 228
121 Speonk-Riverhead Road
Riverhead, NY 11901 NY
Telephone (631) 548-3573
Fax (631) 548-3705
e-mail – biondod@sunysuffolk.edu

11. Occupational Therapy Assistant

Name Lisa Hubbs
Title Coordinator of Occupational Therapy Assistant
Address Health, Sports & Education Center, Rm. MA308
Crooked Hill Road, Brentwood, NY 11717
Telephone (631) 851-6335
Fax (631) 851-6854
e-mail – hubbsl@sunysuffolk.edu

12. Physical Therapist Assistant

Name Cheryl Gillespie
Title Coordinator Physical Therapist Assistant
Address Riverhead Bldg., Room 112
533 College Road, Selden, NY 11784
Telephone (631) 451-4017
Fax (631) 451-4671
e-mail – gillesc@sunysuffolk.edu

13. Recreation Leadership

Name Robin Wexler
Title Coordinator Recreation Leadership
Address Riverhead Bldg., Room 116
533 College Road, Selden, NY 11784
Telephone (631) 451-4299
Fax (631) 451-4671
e-mail – wexlerr@sunysuffolk.edu

14. Veterinary Science Technology

Name Dr. Elia Colon-Mallah
Title Academic Chair, Veterinary Science Technology
 Department

Address Paumanok Hall, Room P109
 Crooked Hill Road, Brentwood, NY 11717

Telephone (631) 851-6301
Fax (631) 851-6311
e-mail – colonme@sunysuffolk.edu

15. Emergency Medical Care

Name Matt Zukosky, MA NREMT-P
Title Program Coordinator

Address Riverhead Building, Room 39A
 533 College Road
 Selden, NY 11784

Telephone (631) 451-4678
Fax (631) 451-4671
e-mail – oconnel@sunysuffolk.edu

END OF TEXT FOR EXHIBIT C

Exhibit D
List of Agency Contact Persons

For the Agency: Name: Judy Doll
 Title: Director Senior Services
 Telephone: 631-722-4444
 Fax: 631-722-8761

END OF TEXT FOR EXHIBIT D

Exhibit E

Variable Terms and Conditions:

If applicable, must be signed by the same signatories as set forth on page one (1) of this Agreement.

END OF TEXT OF EXHIBIT E

EXHIBIT F

**Professional Liability/General Liability
Summary of Insurance**

Named Insured: Suffolk County Community College
533 College Road
Selden, New York 11784

Coverage: Specified Professional and General Liability

Insurance Company: Evanston Insurance Company

Policy Number: SM-868328

Policy Period: October 15, 2009 to October 15, 2010

Limits: \$1,000,000 – Per Claim – Professional Liability
\$1,000,000 – Per Occurrence – General Liability
\$3,000,000 – Policy Aggregate

Sexual Acts Sub-Limit: \$100,000 Per Claimant
\$300,000 For All Claimants

Policy Form: Claims Made

Other Conditions: Professional Services:
Student Practicums, Courses and Internships (Medical & Non-Medical)
which are scheduled and offered by the Named Insured.

Terms, Conditions, Exclusions & Endorsements:
Manuscript Endorsement – Clarification of Coverage – The Insured
Manuscript Endorsement – Scheduled Curriculum
Sexual Acts Liability Endorsement
Minimum Earned Premium Endorsement
Asbestos Exclusion
Mold Exclusion

This insurance summary is furnished to you as a matter of information for your convenience. It only summarizes the listed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such policy(ies). Moreover, the information contained in this summary reflects coverage as of the effective date(s) of the policy(ies) and does not include subsequent changes. This summary is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed policy(ies). The insurance afforded by the listed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).

Student Accident Insurance Plan

Designed for the Students of:



(the "Policyholder")

Ammerman Campus
533 College Road
Selden, NY 11784

Eastern Campus
Speonk Riverhead Road
Riverhead, NY 11901

Grant Campus
Crooked Hill Road
Brentwood, NY 11717

2009-2010

Underwritten by:

National Union Fire Insurance Company of
Pittsburgh, Pa. (the "Company")

with its principal place of business in New York,
Administrator Policy Number: AMH0069990

Underwriter Reference Number; SRG9710668

Please keep this brochure as a
general summary of the insurance.

The insurance described in this brochure provides limited benefits only. It does not provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department.

SUFFOLK COUNTY
COMMUNITY COLLEGE
STUDENT ACCIDENT INSURANCE PLAN

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INTRODUCTION

The following is a brief description of the Suffolk County Community College Student Accident Plan for the 2009-2010 policy year. The exact provisions governing the insurance are contained in the master policy issued to Suffolk County Community College.

ELIGIBILITY

Suffolk County Community College sponsors the Accident Insurance Plan described in this brochure that is paid through the semester fees for all full-time students and for part-time students enrolled in a physical education activity course or an internship, cooperative education or field placement course at Suffolk County Community College.

The Accident Insurance Plan is also available to other part-time students on an elective basis at a charge of \$12.00 per semester. Coverage is in effect 24 hours a day on and off campus. For students enrolled in this program for only the fall or spring semester, coverage will terminate at 12:01 a.m. on the date the subsequent semester (fall or spring) begins. For students enrolled for an intersession or a summer session in a course where Student Accident Insurance coverage is mandated, who do not otherwise have Accident Insurance from enrollment during the prior semester, coverage begins at 12:01 a.m. on the first day of the intersession or summer session and ends at 12:01 a.m. of the date the subsequent semester begins.

REFUND PROVISION

In the event a Covered Person leaves school to enter active military service, coverage will cease and a pro rata refund of premium will be made upon request, less any claims paid.

TERM OF COVERAGE

The Master Policy on file at the College becomes effective at 12:01 a.m. on August 1, 2009. The coverage of an eligible student shall take effect on the latest of the following dates: (1) August 25, 2009 (August 1, 2009 for a new student athlete); or (2) the date the student becomes a member of an eligible class. The Master Policy terminates at

12:01 a.m., August 25, 2010. Coverage for all covered students terminates on that date or at the end of the period through which premium is paid, whichever is earlier.

Coverage remains in effect during holiday and vacation periods. Should a Covered Person graduate or withdraw from the institution, the insurance shall remain in effect until the end of the period for which premium has been paid.

For those part-time students who enroll through and pay their premium directly to the Local Agent, Walsdorf Agency, Inc., coverage is effective for Fall 2009 semester on the latest of 12:01 a.m. August 25, 2009 or 12:01 a.m. of the day after the date the enrollment form and premium are received; and for Spring 2010 semester, on the latest of 12:01 a.m. January 26, 2010 or 12:01 a.m. on the day after the date the enrollment form and premium are received.

DEFINITIONS

"Accident" means an occurrence which: (a) is unforeseen; (b) is not due to or contributed by Sickness or disease of any kind; and (c) causes Injury.

"Covered Person" means a Covered Student while coverage under the Policy is in effect.

"Deductible/Deductible Amount" means the dollar amount of Eligible Expenses a Covered Person must pay before benefits become payable.

"Doctor" means: (a) legally qualified physician licensed by the state in which he or she practices; and (b) a practitioner of the healing arts performing services within the scope of his or her license as specified by the laws of the state of such practitioner; and (c) certified nurse midwives and licensed midwives while acting within the scope of that certification. The term "Doctor" does not include a Covered Person's Immediate Family Member.

"Eligible Expense" means a charge for any treatment, service or supply which is performed or given under the direction of a Doctor for the Medically Necessary treatment of an Injury: (a) not in excess of the Reasonable and Customary charges; or (b) not in excess of the charges that would have been made in the absence of this coverage; (c) is the negotiated rate, if any; and (d) incurred while the Policy is in force as to the Covered Person.

"Hospital" means a short-term, acute, general hospital, which: (a) is primarily engaged in providing, by or under the continuous supervision of Doctors, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured and sick persons; (b) has organized departments of medicine and major surgery; (c) has a requirement that every patient must be under the care of a Doctor or dentist; (d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.); (e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395x[k]); (f) is duly licensed by the agency responsible for licensing such hospitals; and (g) is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care. Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities."

"Injury" means bodily injury due to an Accident which: (a) results solely, directly and independently of disease, bodily infirmity or any other causes; (b) occurs after the Covered Person's effective date of coverage; and (c) occurs while coverage is in force. All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered one Injury.

"Medical Necessity/Medically Necessary" means that a drug, device, procedure, service or supply is necessary and appropriate for the diagnosis or treatment of an Injury based on generally accepted current medical practice in the United States at the time it is provided. A service or supply will not be considered as Medically Necessary if: (a) it is provided only as a convenience to the Covered Person or provider; or (b) it is not the appropriate treatment for the Covered Person's diagnosis or symptoms; or (c) it exceeds in scope, duration or intensity that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or (d) it is experimental/investigational or for research purposes; or (e) could have been omitted without adversely affecting the patient's condition or the quality of medical care; or (f) involves treatment of or the use of a medical device, drug or substance not formally approved

by the U.S. Food and Drug Administration (FDA); or (g) involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or (h) it can be safely provided to the patient on a more cost-effective basis such as outpatient, by a different medical professional or pursuant to a more conservative form of treatment. The fact that any particular Doctor may prescribe, order, recommend, or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

"Pre-Existing Condition" means a Sickness, Injury or condition, whether physical or mental, regardless of its cause, for which medical advice, diagnosis, care or treatment was recommended or received within the 6 month period ending on the Covered Person's effective date of coverage under the Policy or a pregnancy existing on the Covered Person's effective date of Coverage under the Policy. Genetic information shall not be treated as a pre-existing condition in the absence of a diagnosis of the condition related to such information.

"Reasonable and Customary" means the charge which is the smallest of: (a) the actual charge; (b) the charge usually made for a covered service by the provider who furnishes it; and (c) the prevailing charge made for a covered service in the geographic area by those of similar professional standing.

DESCRIPTION OF BENEFITS

BASIC ACCIDENT BENEFITS

If as result of an Injury, including Injury resulting from interscholastic sports (other than interscholastic football, ice hockey or rugby), a Covered Person incurs Eligible Expenses, the Company will pay 100% of the Eligible Expenses within 104 weeks from the date of Accident, up to an aggregate maximum of \$5,000. The following Eligible Expenses will be considered: (a) treatment by a Doctor; (b) Hospital services; (c) services of a licensed practical nurse or R.N.; (d) X-ray service; (e) use of an operating room, anesthesia, laboratory service; (f) use of an ambulance; (g) use of an ambulatory medical center; or (h) if ordered by a Doctor, prescription medicines, drugs or any other therapeutic services or supplies. This includes benefits for treatment of Injury to sound, natural teeth.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

If the Covered Person sustains any of the following losses as the result of a covered Accident, within 365 days after the date of Accident, the Company will pay the amount shown. "Member" means hand, foot or eye. Loss of a hand or foot means complete severance through or above the wrist or ankle joint. Loss of sight must be entire and irrecoverable. Loss of a thumb or index finger means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand). The Principal Sum of \$15,000 is the largest amount payable under this benefit for all losses resulting from any one Accident.

For Loss of	Benefit
Life.....	\$15,000
Two or more members.....	\$15,000
One member.....	\$7,500
Thumb and index finger of the same hand	\$3,750

SUPPLEMENTAL ACCIDENT BENEFITS

When the Basic Accident Expense Benefit of \$5,000 has been paid, the Company will pay 80% of Eligible Expenses up to an additional \$15,000 for each Accident. Eligible Expenses are those expenses for Doctors, surgeons, dentists, Hospital confinement, X-rays, laboratory tests, nurses, prescribed medicines, casts, surgical dressings, use of an ambulance, and other Reasonable and Customary medical expenses incurred while insured under the Policy. Eligible Expenses must be incurred within 104 weeks from the date of Accident.

HOME HEALTH CARE BENEFIT

If, due to an Injury, a Covered Person incurs Eligible Expenses for covered home health care services, the Company will pay, after a \$50 Deductible, 75% of the Eligible Expenses to a maximum of 40 visits per Policy Year.

MANDATED BENEFITS

This program also covers applicable mandated benefits as required by the State of New York.

EXCLUSIONS

The Policy does not cover nor provide benefits for Accident, Sickness, or treatment of a medical condition arising out of: (1) dental care or treatment, except for such care or treatment due to accidental Injury to Sound Natural Teeth within 24 months of the Accident. (2) cosmetic surgery, except that "cosmetic surgery" shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part. It also shall not include breast reconstructive surgery after a mastectomy. This exclusion shall not apply to cosmetic surgery determined, as a result of utilization review and External Review, to be Medically Necessary. (3) suicide, attempted suicide or intentionally self-inflicted Injury or any attempted intentionally self-inflicted Injury. (4) travel as a passenger or otherwise in any vehicle or device for aerial navigation, except as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline. (5) care or treatment provided in a government Hospital; benefits provided under Medicare or other governmental program (except Medicaid). (6) care or treatment for which benefits are provided under any state or Federal Workers' Compensation, employers' liability or Occupational Disease Law. (7) a motor vehicle Accident for which benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable. (8) services rendered and separately billed by employees of Hospitals, laboratories or other institutions. (9) any services rendered by a Covered Person's immediate family member. (10) services for which no charge is normally made. (11) for eyeglasses and examination for the prescription or fitting thereof. (12) hearing aids and examination for the prescription or fitting thereof. (13) war or act of war (whether declared or undeclared). (14) service in the Armed Forces or units auxiliary thereto. Upon the Covered Person entering the Armed Forces or units auxiliary thereto of any country, the Company will refund any unearned pro-rata premium. This does not include Reserve or National Guard Duty for training unless it exceeds 31 days. (15) participation in a felony, riot or insurrection. (16) loss sustained or contracted in consequence of the Covered Person being intoxicated or under the

influence of any narcotic unless administered on the advice of a Doctor. (17) treatment of illness, disease or infection, except bacterial infection due to accidental cut or wound or accidental ingestion of contaminated substances.

PRE-EXISTING CONDITIONS: Expenses incurred by a Covered Person as a result of a Pre-existing Condition will not be considered Eligible Expenses for a period of twelve months of continuous coverage while covered under the Policy. The Covered Person must provide proof of prior Creditable Coverage. This limitation will not apply if, during the period immediately preceding the Covered Person's effective date of coverage under the Policy, the Covered Person was covered under prior Creditable Coverage for 12 consecutive months. This waiver of Pre-existing Condition limitation will apply only if the Covered Person becomes eligible and enrolls for coverage within 63 days of termination of his or her prior coverage.

COORDINATION OF BENEFITS

The Policy pays primary, however, it will coordinate benefits with other health carriers when duplicate coverage exists. Total payment from this coverage and other health coverages under which the Covered Person is enrolled shall not exceed 100% of the R&C Charges for covered services.

CLAIM PROCEDURE

In the event of Accident the student should: (1) Notify Maksin Management Corp (1-877-775-5430), within 30 days after the date of the covered Accident or as soon thereafter as is reasonably possible; (2) Obtain a claim form from the Student Health Center or online at www.maksin.com; (3) The claim form must be completed and signed; (4) Submit the claim form, complete with itemized bills and receipts, to Maksin Management Corp; (5) Submit only one claim form for each Accident. NOTE: Notification of Accident must be furnished within 30 days after the date of Accident, or as soon thereafter as reasonably possible. Bills for which benefits are to be paid must be submitted within 90 days.

Plan Administrator
Maksin Management Corp
P.O. Box 2647
Camden, NJ 08101-2647
Toll-Free 1-877-775-5430

Your Local Agent:
Walsdorf Agency Inc.
770 New York Avenue
Huntington, NY 11743

At Maksin Management Corp, we value the trust our customers have placed in us. That is why protecting the privacy of your personal information is of paramount importance to us. For more information please go to our website at www.maksin.com.

Regional Agent:
Marshall & Sterling, Inc.
103 Executive Drive, Suite 300
New Windsor, NY 12553
1-845-567-1000

It is the Covered Student's responsibility to maintain continuity of coverage by inquiring about such coverage if he or she has not received the information for the new Policy Year.

Plan Administrator:
Maksin Management Corp
P.O. Box 2647
Camden, NJ 08101-2647
1-877-775-5430

DISCLAIMER: This is only a brief description of the coverage available under policy series S30494NUFIC. The Policy may contain definitions, reductions, limitations, exclusions and termination provisions. Full details of the coverage are contained in the Policy. If there is any conflict between contents of this document and the Policy, the Policy shall govern in all cases. The Coverage document is on file for review at Suffolk County Community College.

Please detach and retain

National Union Fire Insurance Company of Pittsburgh, Pa.
Suffolk County Community College
Student Identification Card
Policy Number: AMH0069990

Covered Student: _____

Student ID No.: _____

Effective: _____

Plan Administrator
Maksin Management Corp
P.O. Box 2647, Camden, NJ 08101-2647 • (877) 775-5430
This card does not prove eligibility nor guarantee benefits

TOWN OF RIVERHEAD

Resolution # 245

AUTHORIZES THE SUPERVISOR TO EXECUTE A SECURITY AGREEMENT

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead requires security services for various Town locations;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute a security agreement regarding various Town locations; 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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 246

**AUTHORIZING CERTIFICATE OF EXEMPTION PURSUANT
TO CHAPTER 62 entitled "EXCAVATIONS" and CHAPTER 110 entitled
"STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL" OF
THE CODE OF THE TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, an application has been submitted to the Building Department of the Town of Riverhead by Robert Andrews for a Certificate of Exemption pursuant to Chapter 62 of the Code of the Town of Riverhead to create two non-structural sedimentation basins to address stormwater runoff for two parcels of land in active agricultural land identified on the Suffolk County Tax Map as District 0600, Section 058.00, Block 02.00, Lots 012.003 and 012.005, and

WHEREAS, applicant owns two parcels of property located on Sound Avenue in the Town of Riverhead, described as SCTM#s 600-58-2-12.003 and 600-58-2-12.005 the parcel described as SCTM # 600-58-2-12.005 consists of 24.8 acres of farmland preserved by the County of Suffolk by deed of development rights. This property is in active agricultural production with field crops. The adjacent parcel located to the South, SCTM # 600-58-2-12.003 consists of 4.0 acres, is also in agricultural production and improved with farm structures.

WHEREAS, the typography of the surrounding neighborhoods and farmland parcels described as SCTM # 600-58-2-12.003 and SCTM# 600-58-2-12.005 is such that storm water runs from the north across the center of the property described as SCTM # 600-58-2-12.005 and continues south through the adjacent farm parcel SCTM# 600-58-2-12.003 and onto Sound Avenue.

WHEREAS, The Town of Riverhead Highway Department and Engineering Department requested that the applicant investigate steps to address the stormwater as the runoff decreases the permeability of the recharge basin and creates a traffic hazard on Gregory Way and along shoulder of Sound Avenue

WHEREAS, the National Resources Conservation Services (hereinafter "NCRS") submitted a description of the storm water flow and a plan to slow and control the stormwater. The storm water collects farm sediment, silt and other fine grain materials, as it traverses the farms and deposits the sediment along Sound Avenue until it is discharged into the Town owned recharge basin located on the north side of Sound Avenue.

WHEREAS, The Town of Riverhead Highway Department and Engineering Department reviewed the proposed plans to create one non-structural sedimentation basin near the center of the County preserved parcel in close proximity to the existing pump site and the second non-structural sedimentation basin just behind the farm structures such that applicant may preserve or recoup nutrient rich soils, prevent runoff on the roadway and disturb the minimal amount of material to accomplish these goals. The Highway Department and Engineering Department support the application as an appropriate method to address the loss of the prime agricultural soils and, more important to the public benefit, a method to address stormwater runoff on the roadway and permeability of the Town's recharge basin.

WHEREAS, Riverhead Town Code Section 62-5(A)(2) permits a property owner or lessee engaged in agricultural production to obtain certificate of exemption for the importation or excavation of material provided that such importation or excavation is necessary for the successful establishment and/or maintenance of agricultural production;

WHEREAS, Riverhead Town Code Section 110-2 and 110-110-5 exempts the applicant from the regulations set forth in Chapter 110 as the plan to construct two non-structural sedimentation basins, proposed north drainage basin 40'x 40' and proposed south drainage basin 40'x40'distrubes less than one acre of soil.

WHEREAS, the Town Board declares itself lead agency for review of this application; and

WHEREAS, the Town Board, with the assistance and review by Planning staff, finds and determines that this application constitutes a Type II action pursuant to 6 NYCRR 617.5 which completes SEQRA review; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board grants, in part, and denies, in part, Applicants request to create two non-sedimentation basins, each 40'x40', on property described as District 0600, Section 058.00, Block 02.00, Lots 012.003 and 012.005. The Applicant is granted a Certificate of Exemption pursuant to Chapter 62 of the Code of the Town of Riverhead for the excavation required to create the two non-sedimentation basins subject to approval by the County of Suffolk for the basin located on lot 12.005, however, that portion of the application which requires the removal or exportation of the material is denied. While Chapter 62 does not authorize a certificate of exemption for the exportation of material, the Applicant's request to remove or export material, sandy loam, limited to the amount required to create the above described

sedimentation basins is exempt under Chapter 110, thus that portion seeking to export material is deemed permitted subject to the restriction that the prime agricultural soils be maintained on the site and redistributed such that there is minimal impact on the future viability of the farmland ; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to Mr. Robert Andrews, 1038 Sound Avenue, Calverton, New York 11933; 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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 247

**AUTHORIZES THE SETTLEMENT OF LEGAL ACTION AGAINST THE OWNERS,
TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 70
MAIN ROAD, AQUEBOGUE, NEW YORK**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on May 5, 2009 and on September 1, 2009, the Town Board, authorized the commencement of legal action by Dawn C. Thomas, Town Attorney for the Town of Riverhead in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the structure situated at 70 Main Road, Aquebogue, New York in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property and the structure situated upon such; and

WHEREAS, legal action was commenced in the name of the Town of Riverhead; and

WHEREAS, the parties entered into negotiations; and

WHEREAS, the parties have agreement on terms and conditions of a Stipulation of Settlement, a copy of which is annexed hereto; and

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

NOW BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the settlement proposal; and it is further

RESOLVED that Dawn C. Thomas, Town Attorney is hereby authorized to sign the Stipulation of Settlement in substantially the same form as attached on behalf of the Town as well as any other documents necessary to effectuate the settlement of the litigation; and it is further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
TOWN OF RIVERHEAD,

Plaintiff,

- against -

STIPULATION

Index No. 09-35534

ROBERT J. CANBERG, JR., CATHERINE L.
CANBERG, ROYAL FENCE & DECK, INC.
and COUNTRYWIDE HOME LOANS, INC.,

Defendants.
-----X

WHEREAS, the parties to this litigation wish to settle their various differences in an amicable manner, and

WHEREAS, the following agreement is without prejudice to the rights, obligations and legal positions of all parties to this litigation.

NOW, THEREFORE, the Plaintiff, Town of Riverhead, and the Defendants, Robert J. Canberg, Jr., Catherine L. Canberg, Royal Fence & Deck, Inc., do hereby stipulate and agree under the guidelines set forth below as follows:

1. The Defendants, Robert J. Canberg, Jr. and Catherine L. Canberg, acknowledge that they were and are the owners of the parcel of property known and designated as 70 Main Road, Aquebogue, Town of Riverhead, County of Suffolk, State of New York and which parcel of property is more particularly described on the Suffolk County Tax Map as District 0600, Section 085.00, Block 01.00, Lot 004.000 (hereinafter referred to as the "subject premises").

2. As set forth in the Town of Riverhead's Verified Complaint, the subject premises is situated within the Commercial Residential Campus (CRC) Zoning Use District within the Town of Riverhead.

3. The Defendants, Robert J. Canberg, Jr., Catherine L. Canberg and Royal Fence & Deck, Inc., acknowledge that the Use Permit dated November 4, 2004 issued by the Town of Riverhead for the subject premises was limited to use and occupancy of the premises as a home office.

4. The Defendants, Robert J. Canberg, Jr., Catherine L. Canberg and Royal Fence & Deck, Inc., represent that the prior use of the subject premises as a fence and deck business has been discontinued and that use of the premises shall be limited to use as a home office.

5. The Defendants, by Lease Agreement with William K. Lohr, LP, further represent and the Plaintiff, Town of Riverhead, acknowledges that outdoor storage space has been rented elsewhere and that any outdoor storage in connection with the fence and deck business upon the subject premises has been removed.

6. The Town of Riverhead hereby imposes a civil penalty upon the Defendants, Robert J. Canberg, Jr., Catherine L. Canberg and Royal Fence & Deck, Inc., pursuant to the allegations set forth in the Summons and Verified Complaint, in the amount of five hundred dollars (\$500.00) in regard to the illegal use and occupancy of the subject premises as more particularly set forth in the Verified Complaint.

The Defendants, Robert J. Canberg, Jr., Catherine L. Canberg and Royal Fence & Deck, Inc., agree to pay to the Town of Riverhead the total sum of five hundred dollars (\$500.00) set forth above by bank or certified check made payable to the Town of Riverhead and delivered to the office of the Town Attorney of the Town of Riverhead located at 200 Howell Avenue, Riverhead, New York 11901 upon execution of the within Stipulation of Settlement.

8. The Defendants, Robert J. Canberg, Jr., Catherine L. Canberg, Royal Fence & Deck, Inc., hereby agree to comply with all of the rules and regulations of the Town of Riverhead and the New York State Uniform Fire Prevention and Building Code in regard to the use, occupancy and/or maintenance of the subject premises and the dwelling situated upon said property.

9. In the event that any of the conditions presently existing in or upon the subject premises change so as to endanger the health and safety of any occupant or the health and safety and/or quality of life of any surrounding resident, the Town of Riverhead shall have the right to seek such legal action as it deems appropriate under the law to remedy such situation. In the event that the Town of Riverhead brings legal action against the Defendants, for the use and occupancy of the subject premises, this Stipulation of Settlement may not be used by said Defendants or any subsequent purchaser and/or owner of said property as a defense and/or bar to such litigation.

10. Should any party to this Stipulation of Settlement determine in good faith that another party is in breach of this agreement, that party reserves the right to notify the Supreme Court for a hearing before the assigned I.A.S. Justice upon ten (10) days notice in writing to all of the parties.

11. It is further agreed by all of the parties to this Stipulation of Settlement that such remedy for a breach of this agreement does not in any way prevent either party from pursuing any and all rights it may have under the Laws of the State of New York.

12. This Stipulation of Settlement may be filed with the Court at the Office of the Clerk of the Suffolk County Supreme Court, without further notice to either party.

13. Upon receipt and collection of the payment in the sum of five hundred dollars (\$500.00) as set forth above, the Plaintiff, Town of Riverhead, shall forward a Stipulation Discontinuing Action to all Defendants, which Stipulation Discontinuing Action shall be filed in accordance with the rules and procedures of civil practice of the State of New York.

Dated: Riverhead, New York
March , 2010

Dawn C. Thomas, Esq.
Riverhead Town Attorney
Attorney for Plaintiff
By: Robert F. Kozakiewicz, Esq.
Deputy Town Attorney
200 Howell Avenue
Riverhead, New York 11901
(631) 727-3200

Linda M. Dieterich, P.C.
By: Linda M. Dieterich, Esq.
Attorney for Defendants
805 Roanoke Avenue
Riverhead, New York 11901
(631) 369-3311

Robert J. Canberg, Jr.

Catherine L. Canberg

Royal Fence & Deck, Inc.
By: Robert J. Canberg, Jr., President

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 248

**AUTHORIZES THE SETTLEMENT OF LEGAL ACTION AGAINST THE OWNERS,
TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT
21 CROSS ROAD, WADING RIVER, NEW YORK**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on March 3, 2009, the Town Board, authorized the commencement of legal action by Dawn C. Thomas, Town Attorney for the Town of Riverhead in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the property situated at 21 Cross Road, Wading River, New York in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property and the structure situated upon such; and

WHEREAS, legal action was commenced in the name of the Town of Riverhead; and

WHEREAS, the parties entered into negotiations; and

WHEREAS, the parties have agreement on terms and conditions of a Stipulation of Settlement, a copy of which is annexed hereto; and

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

NOW BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the settlement proposal; and it is further

RESOLVED that Dawn C. Thomas, Town Attorney is hereby authorized to sign the Stipulation of Settlement in substantially the same form as attached on behalf of the Town as well as any other documents necessary to effectuate the settlement of the litigation; and it is further

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
TOWN OF RIVERHEAD,

Plaintiff,

- against -

STIPULATION

Index No. 09-34875

GUY ECKROTH, ROSEMARY ECKROTH,
TAMI FREDERICKSON, ABN AMRO MORTGAGE
GROUP, INC., and JOHN DOE No. "1" though
JOHN DOE No. "5", the last five names being
fictitious names, being and intended
to be unknown individuals residing in the
premises located at 21 Cross Road, Wading River,
Town of Riverhead, County of Suffolk,
State of New York,

Defendants.
-----X

WHEREAS, the parties to this litigation wish to settle their various differences in an amicable manner; and

WHEREAS, the following agreement is without prejudice to the rights, obligations and legal positions of all parties to this litigation.

NOW, THEREFORE, the Plaintiff, Town of Riverhead, and the Defendants, Guy Eckroth and Rosemary Eckroth, do hereby stipulate and agree under the guidelines set forth below as follows:

1. The Defendants, Guy Eckroth and Rosemary Eckroth, acknowledge that they were and are the owners of the parcel of property known and designated as 21 Cross Road, Wading River, Town of Riverhead, County of Suffolk, State of New York and which parcel of property is more particularly described on the Suffolk County Tax Map as District 0600, Section 031.00, Block

01.00, Lot 018.001 (hereinafter referred to as the "subject premises").

2. As set forth in the Town of Riverhead's Verified Complaint, there is a two-story, single family residence situated upon the subject premises.

3. The Defendants, Guy Eckroth and Rosemary Eckroth, acknowledge that the subject premises is situated within the Residential B-80 (RB-80) Zoning Use District within the Town of Riverhead.

4. The Defendants, Guy Eckroth and Rosemary Eckroth, acknowledges that the two-story, single family dwelling situated upon the subject premises may only be used as a one family residence and attached garage.

5. The Defendants, Guy Eckroth and Rosemary Eckroth, represent that the Defendants, Tami Frederickson, her daughter, Savannah and her son, Trevor, who were previously occupying the second floor apartment situated above the garage of the dwelling situated upon the subject premises have vacated the same.

6. The Defendants, Guy Eckroth and Rosemary Eckroth, by building permit application under ZB 34972, further represent and the Plaintiff, Town of Riverhead, acknowledges that the residence upon the subject premises has been restored to a single family dwelling and attached garage.

7. The Town of Riverhead hereby imposes a civil penalty upon the Defendants, Guy Eckroth and Rosemary Eckroth, in the amount of one thousand dollars (\$1,000.00) in regard to the illegal use and occupancy of the subject premises as more particularly set forth in the Verified Complaint.

The Defendants, Guy Eckroth and Rosemary Eckroth, agree to pay to the Town of Riverhead the total sum of one thousand dollars (\$1,000.00) set forth above by bank or certified check made payable to the Town of Riverhead and delivered to the office of the Town Attorney's of the Town of Riverhead located at 200 Howell Avenue, Riverhead, New York 11901 with a payment of two hundred fifty dollars (\$250.00) upon their execution of the within So-Ordered Stipulation of Settlement and the balance in three monthly installments beginning on May 1, 2010 and continuing monthly thereafter on the 1st day of each and every month in the like sum of two hundred fifty dollars (\$250.00) with said payments continuing until July 1, 2010 when the final monthly payment shall be due and payable.

In order to ensure that said seven hundred fifty dollars (\$750.00) is paid to the Town of Riverhead on or before July 1, 2010, the Defendants agrees to execute an Affidavit of Confession of Judgment, a copy of which is annexed hereto as Exhibit "A", in the amount of seven hundred dollars (\$750.00) plus interest from April 1, 2010 at 9% per annum, plus all costs incurred by the Town of Riverhead to file and execute upon such judgment. Said Affidavit of Confession of Judgment shall be held in escrow by the Town of Riverhead pending the payment of said seven hundred fifty dollars (\$750.00) by the Defendants. Once said seven hundred fifty dollars (\$750.00) has been paid to the Town of Riverhead, said Affidavit of Confession of Judgment will be returned to James McManmon, Esq., the Attorney for the Defendants, Guy Eckroth and Rosemary Eckroth, at 123 Maple Avenue, Riverhead, New York 11901.

In the event that the Defendants, Guy Eckroth and Rosemary Eckroth, fails to pay said seven hundred fifty dollars (\$750.00) to the Town of Riverhead as provided above, the Town of

Riverhead shall send a notice in writing to the James McManmon, Esq., the Attorney for the Defendants, Guy Eckroth and Rosemary Eckroth, at 123 Maple Avenue, Riverhead, New York 11901, of such default whereby the Defendants, Guy Eckroth and Rosemary Eckroth, shall have ten (10) days from the date of such notice to cure such default. In the event that the Defendants fail to cure their default within such time period, the Town of Riverhead may file said Affidavit of Confession of Judgment with the Clerk of the County of Suffolk or in any County in which the Defendants are residing and/or doing business in order to execute upon such judgment.

8. The Defendants, Guy Eckroth and Rosemary Eckroth, hereby agree to comply with all of the rules and regulations of the Town of Riverhead and the New York State Uniform Fire Prevention and Building Code in regard to the use, occupancy and/or maintenance of the subject premises and the dwelling situated upon said property.

9. The charges presently pending against the Defendants, Guy Eckroth and Rosemary Eckroth, in the Justice Court of the Town of Riverhead, shall be adjourned at the request of the Defendants, Guy Eckroth and Rosemary Eckroth, to July 20, 2010 at 1:30 p.m. so as to give said Defendant an opportunity to comply with the terms and conditions of the within Stipulation of Settlement.

The Defendants, Guy Eckroth and Rosemary Eckroth, hereby agrees to waive his right to a speedy trial pursuant to New York State Criminal Procedure Law §30.30 for the charges pending against them in the Justice Court of the Town of Riverhead, and to execute a waiver for such which is annexed hereto as Exhibit "B". If the Defendants, Guy Eckroth and Rosemary Eckroth, comply with all of the terms and conditions of the within Stipulation of Settlement, the

charges set forth in the appearance tickets at the Riverhead Justice Court shall be dismissed pursuant to New York State Criminal Procedure Law §170.40.

10. In the event that any of the conditions presently existing in or upon the subject premises change so as to endanger the health and safety of any occupant or the health and safety and/or quality of life of any surrounding resident, the Town of Riverhead shall have the right to seek such legal action as it deems appropriate under the law to remedy such situation. In the event that the Town of Riverhead brings legal action against the Defendants, for the use and occupancy of the subject premises, this Stipulation of Settlement may not be used by said Defendant or any subsequent purchaser and/or owner of said property as a defense and/or bar to such litigation.

11. Should any party to this Stipulation of Settlement determine in good faith that another party is in breach of this agreement, that party reserves the right to notify the Supreme Court for a hearing before the assigned I.A.S. Justice upon ten (10) days notice in writing to all of the parties.

12. It is further agreed by all of the parties to this Stipulation of Settlement that such remedy for a breach of this agreement does not in any way prevent either party from pursuing any and all rights it may have under the Laws of the State of New York.

13. This Stipulation of Settlement may be filed with the Court at the Office of the Clerk of the Suffolk County Supreme Court, without further notice to either party.

14. Upon receipt and collection of the final payment as set forth above, the Plaintiff, Town of Riverhead, shall forward a Stipulation Discontinuing Action to all Defendants, which

Stipulation Discontinuing Action shall be filed in accordance with the rules and procedures of civil practice of the State of New York.

Dated: Riverhead, New York
March , 2010

Dawn C. Thomas, Esq.
Riverhead Town Attorney
Attorney for Plaintiff
By: Robert F. Kozakiewicz, Esq.
Deputy Town Attorney
200 Howell Avenue
Riverhead, New York 11901
(631) 727-3200

James McManmon, Esq.
Attorney for Defendants
123 Maple Avenue
Riverhead, New York 11901
(631) 727-3002

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 249

**AUTHORIZES THE SETTLEMENT OF LEGAL ACTION AGAINST THE OWNERS,
TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT
141 FAIRWAY DRIVE, WADING RIVER, NEW YORK**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on October 20, 2009, the Town Board, authorized the commencement of legal action by Dawn C. Thomas, Town Attorney for the Town of Riverhead in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the structure situated at 141 Fairway Drive, Wading River, New York in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property and the structure situated upon such; and

WHEREAS, prior to commencement of legal action, the parties entered into negotiations; and

WHEREAS, the owners, tenants, occupants and mortgagee of the structure situated at 141 Fairway Drive, Wading River, New York have agreed to settlement by delivering payment to the Town of Riverhead for the total sum of Four Thousand (\$4,000) Dollars; and

WHEREAS, the parties have agreement on terms and conditions of a Stipulation of Settlement, a copy of which is annexed hereto; and

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

NOW BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the settlement proposal; and it is further

RESOLVED that Dawn C. Thomas, Town Attorney is hereby authorized to sign the Stipulation of Settlement in substantially the same form as attached on behalf of the Town as well as any other documents necessary to effectuate the settlement of the litigation; and it is further

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

THE VOTE

Giglio Yes No
Wooten Yes No

Gabrielsen Yes No
Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
TOWN OF RIVERHEAD,

Plaintiff,

-against-

**STIPULATION
OF SETTLEMENT**

GREAT ROCK GOLF, INC., WADING RIVER
CATERING, LLC, BLACKWELL'S RESTAURANT,
GREAT ROCK GOLF 2006, LLC, 1994 SOUNDVIEW
GOLF, INC., JBGR, LLC, ELLIOT WR GOLF, LLC,
McAVOY WR GOLF, LLC, INSURENEWYORK
AGENCY, LLC, HURNEY WR GOLF, LLC,
SPILIOTIS WR GOLF, LLC, DEMPSEY WR
GOLF, LLC, WALSH WR GOLF, LLC and FAIRWAY
ROCK, LLC,

Index No. 09-13111

Defendants.
-----X

WHEREAS, the parties to this litigation wish to settle their various differences in an amicable manner, and

WHEREAS, by Stipulation of Settlement, duly entered in the office of the Clerk of the County of Suffolk on the 2nd day of June, 2009 ("June 2, 2009 Stipulation"), the Defendants agreed, inter alia, that use of the temporary tent shall be used solely for golf course related catering activities, and

WHEREAS, subsequent to entering into the June 2, 2009 Stipulation, the Defendants, duly entered in the office of the Clerk of the County of Suffolk on the 2nd day of June, 2009 ("June 2, 2009 Stipulation"), the Defendants agreed, inter alia, that use of the temporary tent shall be used solely for golf course related catering activities, and

WHEREAS, subsequent to entering into the June 2, 2009 Stipulation, the Town of Riverhead has alleged that Defendants used, or permitted the use of, the temporary tent for non-golf course related uses on at least two separate occasions in direct violation of the June 2, 2009 Stipulation, and

WHEREAS, the interests of the Defendants, McAvoy WR Golf, LLC and Spiliotis WR Golf, LLC have been purchased by other Defendants, and

WHEREAS, the Plaintiff, Town of Riverhead, by resolution adopted on October 20, 2009, authorized the Office of the Town Attorney to commence legal action in the Supreme Court to enforce said June 2, 2009 Stipulation, and

WHEREAS, prior to commencement of legal action, the parties entered into further discussions regarding the use of the temporary tent in contravention of the June 2, 2009 Stipulation, and have negotiated terms of settlement which includes payment of the sum of \$4,000.00 by the defendants, and

WHEREAS, the following agreement is made without admitting or conceding the validity of the Town's allegations and is made without prejudice to the rights, obligations and legal positions of all parties to this litigation.

NOW, THEREFORE, the Plaintiff, Town of Riverhead, and the Defendants, Great Rock Golf, Inc., Wading River Catering, LLC, Blackwell's Restaurant, Great Rock Golf 2006, LLC, 1994 Soundview Golf, Inc., JBGR, LLC, Elliot WR Golf, LLC, InsurenuewYork Agency, LLC, Hurney WR Golf, LLC, Dempsey WR Golf, LLC, Walsh WR Golf, LLC and Fairway Rock, LLC, by their attorneys, CIARELLI & DEMPSEY, ESQS, do hereby stipulate and agree under the guidelines set forth below as follows:

1. The Defendants, JBGR, LLC, Elliot WR Golf, LLC, InsurenuewYork Agency, LLC, Hurney WR Golf, LLC, Dempsey WR Golf, LLC, Walsh WR Golf, LLC and Fairway Rock, LLC, acknowledge that they are the owners of the parcel of property known and designated as 141 Fairway Drive, Wading River, Town of Riverhead, County of Suffolk and State of New York, and which parcel of property is more particularly described on the Suffolk County Tax Map as District 0600, Section 057.00, Block 01.00, Lot 001.031, formerly known as

Lots 001.-029 and 001.030 (“subject premises”).

2. The Defendants, Great Rock Golf, Inc., Wading River Catering, LLC, Blackwell’s Restaurant, Great Rock Golf 2006, LLC, 1994 Soundview Golf, Inc., JBGR, LLC, Elliot WR Golf, LLC, Insurenewyork Agency, LLC, Hurney WR Golf, LLC, Dempsey WR Golf, LLC, Walsh WR Golf, LLC and Fairway Rock, LLC, acknowledge that the execution of the June 2, 2009 Stipulation, a copy of which is annexed hereto as **Exhibit “A”**, was authorized.

3. The subject premises is permitted as a golf course in an overlay zoning use district within a Residence B-80 (RB-80) Zoning Use District with the Town of Riverhead, and was approved pursuant to a change of zone application and site plan application approved for 1994 Soundview Golf, Inc., (defendants’ predecessor in interest) in 1994 and 1996. This Stipulation does not modify, change or otherwise effect the provisions, conditions or SEQR determinations of the previously required covenants of the previously issued change of zone and site plan approvals or any building, zoning or planning permit issued in connection with the previously issued approvals. Furthermore, nothing contained in this agreement shall be deemed to approve or support any other application for development pending on the subject property. Nor shall this stipulation be interpreted to acknowledge or support defendants’ claim of right (if any) to expand any use on the property. This agreement may not be used as evidence either to support or to contest any other application for development on the subject property.

4. The above named Defendants further acknowledge that they are the owners and/or operators of the Great Rock Golf Course which business was and is operating upon the subject premises.

5. The above named Defendants re-acknowledge that the use of the temporary tent under the June 2, 2009 Stipulation was limited in use; including among other things that the temporary tent was to be used only for golf course related catering activities and that at no time

shall any amplified music or amplified voice of any kind be played or generated, whether inside said temporary tent, outdoors upon any portion of the subject premises except as modified by the June 2, 2009 Stipulation. It is agreed by and between the parties that the ability to use the temporary tent beyond the 2010 season is a material consideration for the Plaintiff and that the within Stipulation is being entered into with the understanding that the defendants' will diligently file for, obtain approvals, construct and secure a Certificate of Occupancy for the expansion of the clubhouse.

6. The above named Defendants and the Town of Riverhead hereby agree that the following actions will be taken in regard to the development of subject premises, which are time of essence as against the defendants:

a. Within ninety (90) days of the execution of this Stipulation, the above named Defendant shall submit a site plan, or amended site plan, application with the Planning Board of the Town of Riverhead for the expansion of the clubhouse alone, which amended site plan submission is submitted without prejudice to the site plan or site plans previously approved by the Town Board or with regard to any site plan applications now pending.

b. Pursuant to the applicable provisions of the Town Code and Town Law, the Planning Board of the Town of Riverhead will take action upon the application made by the Defendants for site plan approval for the clubhouse expansion.

c. In the event that the said site plan for the clubhouse expansion is approved by the Planning Board of the Town of Riverhead, the Defendants within one hundred twenty (120) days of receipt of the approval from the Planning Board, shall thereafter file a building permit application in complete form with the Building Department of the Town of Riverhead for the construction of the aforementioned expansion of the clubhouse.

d. The Defendant shall complete all required improvements in connection with the expansion of the clubhouse as required by the site plan approval and the building permit within the time periods set forth within the building permit. It is agreed and understood by the Defendants that no extension or renewal of the building permit will be allowed for any reason whatsoever. The Defendants are required to make application to the Building Department of the Town of Riverhead for a certificate of occupancy for the expansion of the clubhouse before the expiration of the building permit, or use and occupancy thereof, whichever comes first.

e. Notwithstanding the above, in the event that Defendants have been prevented from completion of the clubhouse expansion due to strike, work stoppage acts of God, or such other events beyond the control of the Defendants, an extension or renewal of the building permit may be granted by the Town of Riverhead.

7. Representatives of the Town of Riverhead will be entitled to enter upon subject premises from time to time of said property pursuant to the aforementioned site plan in order to determine that the Defendants are in compliance with such, pursuant to the notice provisions set forth in the June 2, 2009 Stipulation.

8. The Defendants agree that in the event that any of their applications to the Town of Riverhead as set forth in Paragraph "6" above requires the filing of further applications and/or approvals to any other Department within the Town of Riverhead, including but not limited to Board of Zoning Appeals for variances, if any, and/or Division of Fire Prevention, in order to ensure that all of the proper are in place for the use and occupancy of the subject premises, the expansion of the clubhouse, that such application will be timely made or within fifteen (15) days of receiving such notice from the Town of Riverhead.

9. The Defendants further agree that in the event that any of their applications to the Town of Riverhead as set forth in Paragraph "6" above requires further applications and/or approvals from any other agency other than a Town Agency of Board, including but not limited to the County of Suffolk and/or the State of New York, that such application will be timely made or within fifteen (15) days of receiving such notice from the Town of Riverhead.

10. The Defendants further agree to comply with all requests from the Town of Riverhead with regard to any application submitted in order to obtain the necessary permits and approvals for the use and occupancy of subject premises within fifteen (15) days of receiving such request in writing. In the event that the Defendants cannot comply with such request for information or additional documentation within such fifteen (15) day time period, they shall submit a request in writing to the Town Attorney's Office of the Town of Riverhead located at 200 Howell Avenue, Riverhead, New York 11901, for an additional period of time to comply with such request, which request shall not be unreasonably denied by the Town of Riverhead as long as such is based upon good cause.

11. The Defendants further agree that they are obligated to follow through with the completion of their applications to the Town of Riverhead as set forth above, for the use and occupancy of subject premises so as to ensure that such complies with all of the rules and regulations set forth in the Code of the Town of Riverhead.

12. Provided the Defendants have acted diligently, including but not limited to, timely filing of all applications for the construction of the clubhouse expansion, by promptly commencing construction of the clubhouse, by ensuring that construction is being carried out in a prompt, workmanlike manner and by properly and timely arranging for all inspections as required by the Town of Riverhead; the Town of Riverhead agrees that it will not take ~~any~~ any action that obstructs the timely completion of the clubhouse expansion process.

13. In order to ensure that the Defendants comply with all of the terms and conditions of the within Stipulation of Settlement, said Defendants agree to execute an Affidavit of Confession of Judgment in favor of the Town of Riverhead, a copy of which is annexed hereto as **Exhibit "B"**, in the amount of ten thousand dollars (\$10,000.00) plus interest from June 1, 2009 at 9% per annum, plus all costs incurred by the Town of Riverhead to file and execute upon said judgment.

The Town of Riverhead agrees to hold said Confession of Judgment in escrow and in the event the Town of Riverhead determines that Defendants are in default of any of the terms and conditions of the within Stipulation of Settlement and/or the June 2, 2009 Stipulation, the Town of Riverhead shall send a notice in writing to said Defendants at 141 Fairway Drive, Wading River, New York 11792 and to their attorney, John L. Ciarelli, Esq., Ciarelli & Dempsey, Attorneys at Law, 737 Roanoke Avenue, Riverhead, New York 11901 of such default whereby the Defendants shall have ten (10) days from the date of such notice to cure such default. In the event that the Defendants, fail to cure their default within such time period, the Town of Riverhead may file the aforementioned Affidavit of Confession of Judgment with the Clerk of the County of Suffolk or in any County in which the Defendants are residing and/or doing business in order to execute upon such judgment

14. The Defendants agree to pay the amount of four thousand dollars (\$4,000.00), the receipt of such payment in the sum of four thousand dollars (\$4,000.00) being hereby acknowledged by the Plaintiff by check drawn on the account of Defendant, Great Rock Golf 2006, LLC and made payable to the Plaintiff, Town of Riverhead.

15. It is further agreed by all of the parties to this Stipulation of Settlement that such remedy for a breach of this agreement does not in any way prevent either party from pursuing any and all rights it may have under the Laws of the State of New York.

16. The Defendants further agree that all other terms and conditions contained in the June 2, 2009 Stipulation not set forth herein shall remain in full force and effect.

17. The within Stipulation of Settlement may be filed with the Court at the Office of the Clerk of the Suffolk County Supreme Court without further notice to either party.

Dated: Riverhead, New York
March _____, 2010

Dawn C. Thomas, Esq.
Riverhead Town Attorney
Attorney for Plaintiff
By: Robert F. Kozakiewicz, Esq.
Deputy Town Attorney
200 Howell Avenue
Riverhead, New York 11901
(631) 727-3200

Ciarelli & Dempsey, Esqs.
By: John L. Ciarelli, Esq.
Attorney for Defendants
737 Roanoke Avenue
Riverhead, New York 11901
(631) 369-5100

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 250

AUTHORIZES THE SUPERVISOR TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF SUFFOLK FOR COUNTY ROAD 58 A/K/A OLD COUNTRY ROAD/PULASKI STREET ROAD IMPROVEMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, The Town of Riverhead and the County of Suffolk are desirous of entering into an inter-municipal agreement for the purpose of improving that portion of County Road 58 located within the boundaries of the Town of Riverhead; and

WHEREAS, the County of Suffolk has conducted a study of County Road 58 and determined that improvements are required along said roadway, including improvement and realignment at its intersection with Pulaski Street, to correct pavement flooding and improve the overall safety of said roadway; and

WHEREAS the Town is authorized to enter into such agreements pursuant to New York State General Municipal Law §119-o;

NOW, THEREFORE, BE IT RESOLVED that the Supervisor is hereby authorized to execute an inter-municipal agreement with the County of Suffolk in substantially the form annexed hereto; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to the County of Suffolk, Department of Public Works, 335 Yaphank Ave Yaphank, NY 11980, Jessica H. Hogan, Assistant County Attorney, Municipal Law, Suffolk County Department of Law, 100 Veterans Memorial Highway, 6th Floor, Post Office Box 6100, Hauppauge, New York 11788, Town of Riverhead Engineering Department and the Office of the Riverhead Town Attorney; 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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Inter-Municipal Agreement
For Improvements to County Road 58 (also known as Old County Road) in the 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 Public Works/ Highways Division ("Department")**, located at 335 Yaphank Avenue, Yaphank, New York 11980-9744; and the

Town of Riverhead (the "Town"), a municipal corporation in the State of New York, located at 200 Howell Avenue Riverhead, Long Island, NY 11901.

Term of Agreement: _____

Total Cost of Agreement: _____

Terms and Conditions: Shall be as set forth in Exhibits A through ____ attached.

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

Town of Riverhead

County of Suffolk

By: _____

By: _____

Name: Sean Walter
Town Supervisor

Name: _____

Deputy County Executive

Fed. Tax ID # - _____

Date: _____

Date: _____

Approved as to Legality:
Christine Malafi
Suffolk County Attorney

Approved:
Department of Public Works

By: _____
Jessica H. Hogan
Assistant County Attorney

By: _____
Gilbert Anderson, P.E.
Commissioner of Public Works

Date: _____

Date: _____

Recommended:
Highway Division

By: _____
William Hillman
Chief Engineer, Department of Public Works

Date: _____

List of Exhibits

Exhibit A

General Terms and Conditions

1. Purpose of Agreement
2. Term of Agreement
3. Termination or Suspension
4. Insurance
5. Notices and Contact Persons
6. Indemnification
7. Independent Contractor
8. Conflicts of Interest
9. Confidentiality
10. Assignment of Agreement
11. Severability
12. Entire Agreement
13. Modification of Agreement
14. Disclaimer
15. Cooperation on Claims
16. Set-Off Rights
17. No Implied Waiver
18. Governing Law

Exhibit B

Description of Project

Exhibit C

County and Town Authorizing Documents

Exhibit A
General Terms and Conditions

Whereas, County Road 58 (CR 58) a.k.a. Old Country Road, is part of the County highway system and passes through the Town; and

Whereas, the County and Town desire that portions of CR 58 located within the boundaries of the Town of Riverhead be improved to adequately and safely accommodate the increased traffic volume along said roadway; and

Whereas, the County conducted a study of CR 58 from the end of the Long Island Expressway to Route 25 in the Town of Riverhead and determined that improvements were required along said roadway, including improvement and realignment of the intersection of County Road 58 and Pulaski Street, to correct pavement flooding and improve the overall safety of the corridor; and

Whereas, Pulaski Street is part of the Town road system and therefore in order for the County to proceed with improvements the Town has granted the County access to that portion of Pulaski Street that intersects with CR 58 ; and

Whereas, the nature and cost of the improvement and relocation of the CR 58 and Pulaski Street intersection require cooperation between the County and the Town to undertake and complete many of the tasks related to design, and road and drainage construction for realignment and improvement of the intersection; therefore, it is the intent of the parties that they share a portion of the tasks required to complete the realignment and improvement project; and

Whereas, pursuant to County Legislative Resolution No. 1072-2008, the Department has authority to enter into this Agreement in furtherance of the reconstruction of that portion of CR 58 in the Town of Riverhead (Capital Project Nos. 5529); and

Whereas, the Town Board adopted Resolution No. _____ authorizing the Town to execute an intermunicipal agreement with the County of Suffolk to permit the County access to that area of Pulaski Street intersecting CR 58 in order that the County may improve and realign the intersection of CR 58 and Pulaski Street, to correct pavement flooding and improve the overall safety of the corridor for the benefit of the residents the Town and the County as a whole;

Now, Therefore, in consideration of the mutual covenants herein set forth and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to permit the County a temporary easement to such areas of Pulaski Street as detailed in Exhibit _____ for the purpose of improving and realigning the intersection of CR 58 and Pulaski Street in order to correct pavement flooding and improve the overall safety of the corridor along CR 58, in the Town.

2. Term of Agreement

This Agreement shall take effect immediately upon execution by a duly authorized representative of the County and Town and shall remain in effect until the completion of the roadway realignment more fully described in Exhibit B annexed hereto and made part hereof, unless sooner terminated as set forth

below. Upon receipt of a Termination Notice, the County or Town, as the case may be, shall promptly discontinue all services affected, unless otherwise directed by the Termination Notice

3. Termination or Suspension

- a. The County or Town may terminate this Agreement for any reason upon five (5) days notice to the County/Town.
- b. If either the County or Town discontinues the project before completion, the entity discontinuing the project shall provide written notice to the County or Town and may terminate any or all of its obligations under this Agreement or may suspend any or all of its obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected.
- c. Upon receipt of a notice of termination or suspension, the County or Town shall promptly carry out the actions required by such notice which may include furnishing a status report on the progress of the project, including expenses incurred, and projected amounts to complete the project.

4. Insurance

- a. The County and Town agree to require that all of its subcontractors, in connection with work performed for the County or Town related to this Agreement as more particularly described in Exhibit B annexed hereto and made part hereof, procure, pay the entire premium for and maintain throughout the term of the Agreement, insurance in amounts and types equal to the following:
 - i. **Commercial General Liability** insurance, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence per bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability** insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand (\$100,000) for property damage per occurrence.
 - iii. **Workers' Compensation and Employer's Liability Insurance** in compliance with all applicable New York State laws and regulations and Disability Benefits Insurance if required by law and shall have furnished to the County prior to execution of this Agreement the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless the Town subcontractor (s) provide(s) and maintains coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The County and Town shall require its subcontractors to furnish to the County and Town the Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance

requirements. In the case of commercial general liability insurance, the County and Town shall be named as an additional insured and the subcontractor shall furnish a Declaration Page and endorsement page evidencing the County and Town'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 and Town 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 both the County and Town at the addresses set forth in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County or Town shall have given each other notice in writing.
- f. In the event the subcontractors shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County or Town may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due under this Agreement or any other agreement between the County and the Town.

5. Notices and Contact Persons

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: **1.)** to County at the Department and **2.)** to Town at the address indicated on the first page of this Agreement, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Town relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788 and all notices received by the County relating to a legal claim shall be immediately sent to the Office of the Town Attorney, 200 Howell Avenue, Riverhead, New York 11901. The County and Town shall report to the County in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to this Agreement.

6. Indemnification

a. General

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

b. Federal Copyright Act

The County and Town hereby represent and warrant the neither the County nor the Town will undertake any action which infringes upon any copyright in performing services pursuant to this

Agreement. The County and the Town agree that each shall protect, indemnify, and hold harmless the other, as well as the other's agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright in performing services pursuant to this Agreement, including reimbursement of the cost of reasonable attorneys' fees incurred in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright in performing services pursuant to this Agreement.

7. Independent Contractor

It is expressly agreed that the status of the Town and the County hereunder are that of independent contractors. Neither the Town nor any person hired by the Town shall be considered employees of the County for any purpose whatsoever. Likewise, neither the County nor any person hired by the County shall be considered employees of the Town for any purpose whatsoever.

8. Conflicts of Interest

The governmental entities, County and Town, shall not, during the term of the Agreement, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Agreement and its private interests. The County and Town are charged with the duty to disclose the existence of any such adverse interests, whether existing or potential. This duty shall continue for the term of the Agreement. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney and/or Town Attorney for the Town of Riverhead after full disclosure is obtained.

9. Confidentiality

Any document of the County, or any document created by the Town and used in rendering services pursuant to this Agreement, shall remain the property of the respective government entity and shall be kept confidential in accordance with applicable laws, rules, and regulations

10. Assignment of Agreement

The County and Town shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its right, title or interest herein, or its power to execute this Agreement to any other person or corporation without the prior consent in writing, and any attempt to do any of the foregoing without such consent shall be of no effect.

11. Severability

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

12. Entire Agreement

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

13. Modification of Agreement

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

14. Disclaimer

This Agreement shall not be construed to inure to the benefit of third parties.

15. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

16. Set-Off Rights

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

17. No Implied Waiver

No waiver shall be inferred from any failure or forbearance by the County or Town to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

18. 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.

End of Text of Exhibit A

Exhibit B
Project Description

1. In consideration of the benefit of improved roadways provided by the County to the Town pursuant to this Agreement, the Town shall grant temporary easement to the County, comprised of the portions of Pulaski Street detailed in Exhibit _____ and upon which the improvements to CR 58 as contemplated by this Agreement will be constructed. The Town shall also grant the County a temporary easement to any real property necessary to gain access to such infrastructure improvements.

The County and the Town agree as follows:

- a. The County and Town shall jointly undertake, the obligations of the respective government entities for such joint undertaking are set forth in provisions 1(b)-(e), the realignment and improvement of Pulaski Street at its intersection with County Road 58, Town of Riverhead, which shall be substantially as indicated on Exhibit _____ which is attached and made a part of this agreement.
 - b. This Capital Project shall be financed by the County, with such federal or state aid as may be secured by the County, with the exception of land acquisition required to relocate and/or redesign drainage and realign roadway which shall be addressed in subparagraph 1(e) below.
 - c. The Town shall grant the County temporary easements for highway purposes for property presently owned by the Town and designated as Pulaski Street, Town of Riverhead, N.Y. The grant of easements shall be at no cost to the County.
 - d. The Town shall grant the County temporary easements for the construction and maintenance of a special drainage ditch outside of, and adjacent to, and on existing portions of Pulaski Street required to relocate Pulaski Street at no cost to County.
 - e. The Town shall commence proceedings to acquire such portions of property now or formerly owned by Sophie Wilson described as SCTM# 0600-101-2-12.3, and upon acquisition of said land the Town shall grant the County temporary easements for the construction of drainage and realignment of Pulaski Street at no cost to County.
2. The total cost of the relocation and improvement of the CR 58/Pulaski Street intersection shall include, but is not necessarily limited to, the following items:
 - a. Contract construction, including construction of relocated roadways and appurtenant drainage, structures, and traffic signals; removal, relocation reconstruction, adjustment, or abandonment in place of existing federal, state, county, city, and other publicly owned facilities, as deemed necessary by the construction of this improvement and the abandonment of existing Pulaski Street.
 - b. All payments resulting from claims for damages due to the construction of the improvement, including all costs incurred in the legal defense of suits for such damages, which payments shall be assumed by the party undertaking that portion of the construction involved.
 - c. Engineering, including the preparation of contract plans, specifications, and estimates of cost and construction supervision.

3. The County shall be responsible for all costs for the general design and construction of this improvement project, with the exception of costs related to condemnation of real property more particularly described in paragraph 1(e) above.
4. The County shall make the surveys, prepare plans, specifications, and estimates of cost, acquire rights-of-way, advertise for bids, award the contract, and furnish engineering inspection and construction supervision for this improvement as described in this Agreement.
5. After this improvement has been completed and placed into operation, the Town and County shall cooperate in transferring to the Town jurisdiction over, and ownership of, such drainage and improvements along the relocated roadway referred to as Pulaski Street.
6. Ownership, jurisdiction, and responsibility for maintenance of the existing pavements and other public facilities remaining with the improved and realigned Pulaski Street shall be automatically transferred to the Town, except that the County reserves the right to remove any and all traffic controls and lighting installations which it owns.
7. Payment of all costs necessitated by this improvement in accordance with this agreement shall be made by the County from its Capital Project Fund.

End of Text for Exhibit B

Exhibit C
County and Town Authorizing Documents

Suffolk County Legislative Resolution No. 1072-2008

Riverhead Town Board Approved Resolution No.

End of Text for Exhibit C

TOWN OF RIVERHEAD

Resolution #251**AUTHORIZES DUNN ENGINEERING ASSOCIATES, P.C. TO PROCEED WITH CALVERTON RAIL CONSTRUCTION ADMINISTRATION**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the New York State Department of Transportation (NYS DOT) Calverton Industrial Enterprise Park Freight Rail Access Rehabilitation (PIN #0935.61) Economic Recovery Project in the Town of Riverhead, in Suffolk County, (hereinafter "the Municipality/Sponsor") is eligible for and has been awarded funding under Title 23 U.S. Code, as amended, according to the attached contract that calls for the apportionment of the costs of such program to be borne at the ratio of 100% Federal funds and 0% non-federal funds to support, among other things, important infrastructure projects that help attract businesses, improve commerce and revitalize local economies; and

WHEREAS, the Town of Riverhead Board desires to foster the continued development of infrastructure at the Calverton Enterprise Park site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, on February 11, 2010, the Town Board adopted Resolution No. 111 entitled, "Awards Calverton Rail Access Rehabilitation Contract" that awarded the construction bid for the above mentioned project to Railroad Construction Co., Inc.;

WHEREAS, the Town of Riverhead wishes to proceed with the reconstruction of the Calverton Rail Spur; and

WHEREAS, use of a construction inspection consultant from the pre-approved Suffolk County of Transportation LDSA list will expedite the delivery of the project and Dunn Engineering Associates, P.C. was on such list; and

WHEREAS, Dunn Engineering Associates, P.C. has submitted the attached proposal to perform the construction administration services for the reconstruction of the Calverton Rail Spur.

NOW, THEREFORE, BE IT RESOLVED, Dunn Engineering Associates, P.C. be and is hereby authorized to proceed subject to NYS DOT approval with the attached construction administration services proposal not to exceed \$439,587; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Accounting Department to issue a Town of Riverhead Purchase Order in the amount listed above; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Supervisor to enter into a Town of Riverhead Consultant/Professional Services Agreement with Dunn Engineering Associates, P.C. subject to review and approval by the Town Attorney; 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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**RAIL TRANSPORT
DESIGN, PLANNING AND SUPPORT**

SUMMARY OF ESTIMATED HDR PROJECT COSTS FOR CONSTRUCTION INSPECTION AND CONSTRUCTION

March 31, 2009

**TOWN OF RIVERHEAD RAIL REHABILITATION PROJECT
CALVERTON INDUSTRIAL PARK**

ASSUMED WORK SCOPE AND SCHEDULE:

1.1 COMBINED ENGINEERING FEE SUMMARY		TOTAL COST
ITEMS		
A. COMBINED LABOR COSTS (FULLY LOADED COSTS)		\$383,157
B. SUBCONSULTANT COSTS (SARATOGA)		\$22,500
C. ODC'S - No Mark Up (Other direct costs and travel)		\$8,930
D. TESTING		\$25,000
F. TOTAL ESTIMATED COMBINED FEE		\$439,587

**HDR
RAIL TRANSPORT
DESIGN, PLANNING AND SUPPORT**

Privileged and Confidential

SUMMARY OF ESTIMATED HDR PROJECT COSTS FOR CONSTRUCTION INSPECTION AND CONSTRUCTION

March 31, 2009

**TOWN OF RIVERHEAD RAIL REHABILITATION PROJECT
CALVERTON INDUSTRIAL PARK**

ASSUMED WORK SCOPE AND SCHEDULE:

1.1 HDR ENGINEERING FEE SUMMARY		TOTAL COST
ITEMS		
A. HDR LABOR COSTS (FULLY LOADED COSTS)		\$264,446
B. SUBCONSULTANT COSTS (SARATOGA)		\$22,500
C. HDR ODC'S - No Mark Up (Other direct costs and travel)		\$6,895
D. TESTING		\$25,000
F. TOTAL ESTIMATED HDR FEE		\$318,841

**DEA
RAIL TRANSPORT
DESIGN, PLANNING AND SUPPORT**

SUMMARY OF ESTIMATED HDR PROJECT COSTS FOR CONSTRUCTION INSPECTION AND CONSTRUCTION

March 31, 2009

**TOWN OF RIVERHEAD RAIL REHABILITATION PROJECT
CALVERTON INDUSTRIAL PARK**

ASSUMED WORK SCOPE AND SCHEDULE:

1.1 DEA ENGINEERING FEE SUMMARY		TOTAL COST
ITEMS		
A. Total LABOR COSTS (FULLY LOADED COSTS)		\$118,711
B. Out of Pocket Costs		\$2,035
F. TOTAL ESTIMATED HDR FEE		\$120,746

HDR
RAIL TRANSPORT DESIGN, PLANNING AND SUPPORT

2.0 SUMMARY OF LABOR COSTS - CONSTRUCTION INSPECTION AND CONSTRUCTION PHASE SERVICES

HDR/TOWN OF RIVERHEAD, LI REHABILITATION OF EXISTING RAIL LINE IN PLACE CALVERTON INDUSTRIAL PARK		HDR	HDR	HDR	HDR	HDR
		QUALITY ASSURANCE QUALITY CONTROL	PROJECT ENGINEER	SENIOR PROJECT MANAGER	RESIDENT ENGINEER	TASK TOTALS
TASK LABOR BY TASK AND PERSONNEL CATEGORY						
I PROJECT ADMINISTRATION						
1.1		0	0	0	0	0
1.2		0	0	0	0	0
TASK I SUBTOTAL HOURS		0	0	0	0	0
TASK I SUBTOTAL LABOR FEE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
II CONSTRUCTION INSPECTION						
2.1	Project Management	0	0	60	0	60
2.2	Resident Engineer (full time for 7 months)	0	0	0	1120	1120
2.3	Railroad Inspector (assume 2 days a week for 7 months)	0	0	0	0	0
2.4	Review of Contractor Submittals and Re-submittals (shop drawings, product data, work plans, and material samples). Assume 40 submittals for estimating purposes.	0	160	10	0	170
2.5	Attendance at meetings with the EIC and/or the Contractor, as required, to resolve comments to submittals. Assume 4 meetings for two (2) hours each plus preparation, follow-up, notes, resolution, etc. for a total of 10 hours per meeting	0	40	10	0	50
2.6	Participation in biweekly progress meetings to discuss project issues/status as required. Assume 16 meetings for a duration of two (2) hours for estimating purposes.	16	32	10	0	58
2.7	Resolution of unforeseen site conditions. For estimating purposes, assume that there will be 5 unforeseen site conditions/field visits.	10	80	10	0	100
2.8	Respond to Contractor RFIs. For estimating purposes, assume that there will be 10 RFIs that will require responses.	10	40	10	0	60
TASK II SUBTOTAL HOURS		36	352	110	1120	1618
TASK II SUBTOTAL LABOR FEE		\$9,171.36	\$46,506.24	\$28,023.60	\$135,856.00	\$219,557.20
III CONSTRUCTION SUPPORT SERVICES						
3.1	Completion of the final design of vertical and horizontal alignments once the Contractor has completed and provided the initial conditions survey to the Consultant including reviewing the initial condition survey provided by the Contractor, Developing final track alignments and profiles, Reviewing and approving As-Built survey provided by the Contractor	16	140	10	0	166
3.2	Schedule Diagnostic Team Meeting with NY&A, NYSDOT, Riverhead)	8	8	8	8	32
3.3	Design of Active Grade Crossing	0	8	0	0	8
3.4	Review and approve grade crossing design	8	16	0	0	24
3.5	Shop Drawing Review of grade crossing	0	16	0	0	16
3.6	Review and approve Contractor's cost proposal to install grade crossing	0	8	0	0	8
3.7	Arrange for training of Town personell for testing and maintenance of grade crossing warning devices	0	16	0	0	16
3.8	Supervise contractor's testing and certification procedures for grade crossing	0	16	0	0	16
3.9	Review As-built survey of grade crossing provided by the Contractor	0	8	0	0	8
3.10	Provide all documentation and certification necessary for acceptance of grade crossing	0	0	0	0	0
TASK III SUBTOTAL HOURS		32	236	18	8	294
TASK III SUBTOTAL LABOR FEE		\$8,152.32	\$31,180.32	\$4,585.68	\$970.40	\$44,888.72
TOTAL HOURS		68	588	128	1128	1912
TOTAL LABOR FEE		\$17,323.68	\$77,686.56	\$32,609.28	\$136,826.40	\$264,445.92

DEA
RAIL TRANSPORT DESIGN, PLANNING AND SUPPORT

2.0 SUMMARY OF LABOR COSTS - CONSTRUCTION INSPECTION AND CONSTRUCTION PHASE SERVICES

HDR/TOWN OF RIVERHEAD, LI REHABILITATION OF EXISTING RAIL LINE IN PLACE CALVERTON INDUSTRIAL PARK		PRINCIPAL PARTNER	PROJECT ENGINEER	SENIOR PROJECT MANAGER	RESIDENT ENGINEER	RAIL INSPECTOR	TASK TOTALS
TASK	LABOR BY TASK AND PERSONNEL CATEGORY						
I	PROJECT ADMINISTRATION						
1.1		24	72	128	0	0	224
		0	0	0	0	0	0
	TASK I SUBTOTAL HOURS	24	72	128	0	0	224
	TASK I SUBTOTAL LABOR FEE	\$5,644.80	\$10,393.92	\$20,497.92	\$0.00	\$0.00	\$36,536.64
II	CONSTRUCTION INSPECTION						
2.1	Project Management	24	0	40	0	0	64
2.2	Resident Engineer (full time for 7 months)	0	0	0	0	0	0
2.3	Railroad Inspector (assume 20 hours a week for 7 months)	0	0	0	0	560	560
2.4	Review of Contractor Submittals and Re-submittals (shop drawings, product data, work plans, and material samples). Assume 40 submittals for estimating purposes.	0	0	0	0	0	0
2.5	Attendance at meetings with the EIC and/or the Contractor, as required, to resolve comments to submittals. Assume 4 meetings for two (2) hours each plus preparation, follow-up, notes, resolution, etc. for a total of 10 hours per meeting		40	0	0	0	40
2.6	Participation in biweekly progress meetings to discuss project issues/status as required. Assume 16 meetings for a duration of two (2) hours for estimating purposes.	4	8	8	0	0	20
2.7	Resolution of unforeseen site conditions. For estimating purposes, assume that there will be 5 unforeseen site conditions/field visits.	0	0	0	0	0	0
2.8	Respond to Contractor RFIs. For estimating purposes, assume that there will be 10 RFIs that will require responses.	0	0	0	0	0	0
	TASK II SUBTOTAL HOURS	28	48	48	0	560	684
	TASK II SUBTOTAL LABOR FEE	\$6,585.60	\$6,929.28	\$7,686.72	\$0.00	\$57,120.00	\$78,321.60
III	CONSTRUCTION SUPPORT SERVICES						
3.1	Completion of the final design of vertical and horizontal alignments once the Contractor has completed and provided the initial conditions survey to the Consultant including reviewing the initial condition survey provided by the Contractor, Developing fin	0	0	0	0	0	0
3.2	Schedule Diagnostic Team Meeting with NY&A, NYSDOT, Riverhead)	8	8	0	0	8	24
3.3	Design of Active Grade Crossing	0	0	0	0	0	0
3.4	Review and approve grade crossing design	0	0	0	0	0	0
3.5	Shop Drawing Review of grade crossing	0	0	0	0	0	0
3.6	Review and approve Contractor's cost proposal to install grade crossing	0	0	0	0	0	0
3.7	Arrange for training of Town personell for testing and maintenance of grade crossing warning devices	0	0	0	0	0	0
3.8	Supervise contractor's testing and certification procedures for grade crossing	0	0	0	0	0	0
3.9	Review As-built survey of grade crossing provided by the Contractor	0	0	0	0	0	0
3.10	Provide all documentation and certification necessary for acceptance of grade crossing	0	0	0	0	0	0
	TASK III SUBTOTAL HOURS	8	8	0	0	8	24
	TASK III SUBTOTAL LABOR FEE	\$1,881.60	\$1,154.88	\$0.00	\$0.00	\$816.00	\$3,852.48
	TOTAL HOURS	60	128	176	0	568	932
	TOTAL LABOR FEE	\$14,112.00	\$18,478.08	\$28,184.64	\$0.00	\$57,936.00	\$118,710.72

TOWN OF RIVERHEAD

Resolution # 252

**APPROVES THE CHAPTER 90 APPLICATION OF
OUR REDEEMER LUTHERAN CHURCH AND SCHOOL
(Fundraiser Carnival and Flower Sale)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, on March 10, 2010, Our Redeemer Lutheran Church and School submitted a Chapter 90 Application for the purpose of conducting a “Fundraiser Carnival and Flower Sale” to be held upon their property located at 269 Main Road, Aquebogue, New York, on May 5, 6, 7, 8 & 9, 2010 (Wednesday through Sunday) between the hours of 12:00 noon. and 11:00 p.m.; and

WHEREAS, Our Redeemer Lutheran Church and School has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617.6(b); and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the applicant has requested the Chapter 90 Application fee be waived due to its not-for-profit status; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an “Unlisted” action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the Chapter 90 Application of Our Redeemer Lutheran Church and School for the purpose of conducting a "Fundraiser Carnival and Flower Sale" to be held upon their property located at 269 Main Road, Aquebogue, New York, on May 5, 6, 7, 8 & 9, 2010 (Wednesday through Sunday) between the hours of 12:00 noon. and 11:00 p.m. is hereby approved; and be it further

RESOLVED, that the Riverhead Town Board hereby waives the Chapter 90 Application fee; and be it further

RESOLVED, that any necessary tent permit(s) must be obtained and the tent installations and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging a "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Our Redeemer Lutheran Church and School, 269 Main Road, P.O. Box 960, Aquebogue, New York, 11931; 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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 253

**APPROVES CHAPTER 90 APPLICATION OF RAILROAD MUSEUM
OF LONG ISLAND (“Riverhead Railroad Festival 2010”)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on February 19, 2010, the Railroad Museum of Long Island submitted a Chapter 90 application for the purpose of conducting an event entitled, “Riverhead Railroad Festival 2010”, which includes a toy train set raffle, vendors, and railroad related displays. This event is to be located at 416 Griffing Avenue, Riverhead, New York, on Saturday, August 28th, 2010 and Sunday, August 29th, 2010 between the hours of 10:00 a.m. and 5:00 p.m.; and

WHEREAS, the Railroad Museum of Long Island has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617.6(b); and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the applicant has requested the Chapter 90 Application fee be waived due to its not-for-profit status; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an “Unlisted” action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the Chapter 90 Application of Railroad Museum of Long Island for the purpose of conducting an event entitled, "Riverhead Railroad Festival 2010" to be located at 416 Griffing Avenue, Riverhead, New York on the aforementioned dates and times is hereby approved; and be it further

RESOLVED, that due to the Railroad Museum of Long Island's not-for-profit status, the Town Board of the Town of Riverhead hereby waives the Chapter 90 application fee for this event; and be it further

RESOLVED, that this approval is subject to the applicant's submission of an updated Certificate of Insurance (current Certificate of Insurance expires on June 24, 2010) **no later than July 15, 2010**; and be it further

RESOLVED, that any necessary tents permits must be obtained and all tent installations and electric shall comply with the applicable provisions of the Building and Fire Code of New York State and the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted *no later than August 17, 2010* at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Railroad Museum of Long Island, P.O. Box 726, Greenport, New York, 11944-0726; 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

Giglio Yes No

Wooten Yes No

Gabrielsen Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 254

APPROVES THE CHAPTER 90 APPLICATION OF RIVERHEAD BAY MOTORS
(Used Car Sale)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on March 1, 2010, Riverhead Bay Motors submitted a Chapter 90 Application for the purpose of conducting a used car sale to be held upon their property located at 1521 Old Country Road, Riverhead, New York, between the hours of 9:00 a.m. and 6:00 p.m. on the following dates:

April 23, 24 & 25, 2010

June 25, 26 & 27, 2010

August 27, 28 & 29, 2010

October 15, 16 & 17, 2010

December 10, 11 & 12, 2010; and

May 21, 22 & 23, 2010

July 23, 24 & 25, 2010

September 24, 25 & 26, 2010

November 12, 13 & 14, 2010

WHEREAS, Riverhead Bay Motors has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself "Lead Agency" in accordance with 6 NYCRR 617.6(b); and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

WHEREAS, the applicable Chapter 90 Application fee has been paid.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the Chapter 90 Application of Riverhead Bay Motors for the purpose of conducting a used car sale to be held upon their property located at 1521 Old Country Road, Riverhead, New York, between the hours of 9:00 a.m. and 6:00 p.m. on the above referenced dates is hereby approved; and be it further

RESOLVED, that any necessary tent permit(s) must be obtained and the tent installations and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging a "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Riverhead Bay Motors, Attn: Ron Siegel, 1521 Old Country Road, Riverhead, New York, 11901; 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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 255**RATIFIES PUBLICATION OF NYS DEC NOTICE OF COMPLETE APPLICATION OF
EXTENSION 75B TO THE RIVERHEAD WATER DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Riverhead Water District has submitted an application to New York State Department of Environmental Conservation (NYS DEC) proposing to provide public water to the former Grumman property located in Calverton, New York to be known as Extension 75B, and

WHEREAS, NYS DEC has determined that said application of the Riverhead Water District is complete and issued a negative declaration and notice of determination of non-significance, and

WHEREAS, such notice of complete application required publication.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board as governing body of the Riverhead Water District hereby ratifies the publication of the NYS DEC Notice of Complete Application, Article 15 Title 15 Water Supply in the April 1, 2010 issues of The News Review, and

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

THE VOTE

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

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
NOTICE OF COMPLETE APPLICATION**

DATE: 03/23/2010
APPLICANT: TOWN OF RIVERHED
200 HOWELL AVENUE
RIVERHEAD, NY 11901

FACILITY: RIVERHEAD WATER DISTRICT
ENTIRE WATER DISTRICT
RIVERHEAD, NY 11901

APPLICATION ID: 1-4730-00423/00031

PERMITS(S) APPLIED FOR: 1 – Article 15 Title 15 Water Supply

PROJECT IS LOCATED: in Riverhead in Suffolk County

PROJECT DESCRIPTION:

Riverhead Water District (RWD) is proposing to extend its boundaries to provide public water to the former Grumman-Navy property in Calverton. This area is approximately 2,900 acres, and includes all land located within the former Naval Weapons Industrial Reserve Plant except for a 42 acre parcel known as Island Water Park. The Applicant estimates that total average daily water demand for the proposed extension area may be 789,000 gallons per day, with the peak demand estimated at 2.36 million gallons per day, when the lands of the former Grumman –Navy property in Calverton are fully developed.

Availability of Application Documents:

Filed application documents, and Department draft permits where applicable, are available for inspection during normal business hours at the address of the contact person. To ensure timely service at the time of inspection, it is recommended that an appointment be made with the contact person.

State Environmental quality Review (SEQR) Determination

Project is a Type I action and will not have a significant effect on the environment. A coordinated review with other involved agencies was performed and a Negative Declaration is on file.

SEQR Lead Agency: NYS Department of Environmental Conservation

State Historic Preservation Act (SHPA) Determination

A Structural-Archaeological Assessment Form has been completed. The proposed activity will not impact on registered, eligible or inventoried archaeological sites or historic structures.

DEC Commission Policy 29, Environmental Justice and Permitting (CP-29)

It has been determined that the proposed action is not subject to CP-29.

Availability For Public Comment

Comments on this project must be Submitted in writing to the Contact Person no later than 04/30/2010 Or 30 days after the publication date of this notice, whichever is later.

Contact Person

KEVIN A KISPERT
NYSDEC
SUNY@STONY BROOK/ 50 CIRCLE RD
STONY BROOK, NY 11790-3409
(631) 444-0369

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution #256

AUTHORIZING THE DEDICATION OF THE FISH PASSAGE IN GRANGEBEL PARK
TO
ROBERT B. CONKLIN

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Board of the Town of Riverhead wishes to honor its citizens who have contributed to our community; and;

WHEREAS, Robert B. Conklin grew up near Grangebel Park and had a passion for the rehabilitation of this park and the vitality of the Peconic River, and;

WHEREAS, Mr. Conklin was committed to improving the migration of the alewife upriver for spawning, and;

WHEREAS, Mr. Conklin recognized that restoring the alewife population in the Peconic River is crucial to the overall health of our ecosystem, and;

WHEREAS, Mr. Conklin as a science teacher for nearly 40 years in the Riverhead Central School District had organized students into bucket brigades to assist with the migration of the alewives;

WHEREAS, Mr. Conklin spent years installing and removing a temporary fish ladder to assist with spring migration of the alewife, and;

WHEREAS, Mr. Conklin was an avid fisherman, environmentalist and a founding member of the Peconic River Restoration Committee, and;

WHEREAS, with the recent passing of Mr. Conklin he never had the opportunity to see all the fruits of his labor with the re-opening of Grangebel Park and the completion of the fish passage;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead dedicates the Grangebel Park fish passage to Mr. Robert B. Conklin.

AND BE IT FURTHER RESOLVED, that the Town Clerk be, and hereby is authorized to forward a copy of this resolution to the family of Robert Conklin, the Riverhead Engineering Department, the Riverhead Community Development Agency, the Riverhead Conservation Advisory Council and the Riverhead Town Attorney.

THE VOTE

Giglio Yes No
Wooten Yes No

Gabrielsen Yes No
Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 257

**APPROVES CHAPTER 90 APPLICATION OF EAST END ARTS & HUMANITIES
COUNCIL, INC.
(14th Annual Community Mosaic Street Painting Festival)**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on March 12, 2010, the East End Arts & Humanities Council Inc. ("EEAC") submitted a Chapter 90 Application for the purpose of conducting their 14th Annual Community Mosaic Street Painting Festival with music and art exhibits to be held on EEAC grounds and parking lot, Riverhead, New York, on Sunday, May 30, 2010 having a rain date of Monday, May 31, 2010, between the hours of 12:00 noon and 5:00 p.m.(set up at 8:00 a.m.to 12:00 noon); and

WHEREAS, EEAC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself "Lead Agency" in accordance with 6 NYCRR 617.6(b), and

WHEREAS, the applicant has requested the application fee be waived due to its not-for-profit status; and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents including the certificate of insurance regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2), and be it further

RESOLVED, that the application of EEAC for the purpose of conducting their 14th Annual Community Mosaic Street Painting Festival with music and art exhibits to be held on EEAC grounds and parking lot, Riverhead, New York, on Sunday, May 30, 2010, having a rain date of Monday, May 31, 2010, between the hours of 12:00 noon and 5:00 p.m. (set up at 8:00 a.m.to 12:00 noon) is hereby approved; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the East End Arts & Humanities Council, Inc., 133 East Main Street, Riverhead, New York, 11901;

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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not

Thereupon Duly Declared Adopted

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 258

**APPROVES THE CHAPTER 90 APPLICATION OF
EASTERN ENERGY SYSTEMS INC.
(100k Wind Turbine Ribbon Cutting Ceremony)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on March 9, 2010, Eastern Energy Systems Inc. submitted a Chapter 90 Application for the purpose of conducting a "100K Wind Turbine Ribbon Cutting Ceremony" to include the presentation of a LIPA rebate check to the owner of Half Hollow Nursery and the presentation of scholarships to Long Island students to be held upon the property of Half Hollow Nursery located at 2120 Main Road, Riverhead, New York, on Saturday, April 10, 2010 between the hours of 1:00 p.m. and 4:00 p.m.; and

WHEREAS, Eastern Energy Systems Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself "Lead Agency" in accordance with 6 NYCRR 617.6(b); and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

WHEREAS, the applicable Chapter 90 Application fee has been paid.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the Chapter 90 Application of Eastern Energy Systems Inc. for the purpose of conducting a "100K Wind Turbine Ribbon Cutting Ceremony" to include the presentation of a LIPA rebate check to the owner of Half Hollow Nursery and the presentation of scholarships to Long Island students to be held upon the property of Half Hollow Nursery located at 2120 Main Road, Riverhead, New York, on Saturday, April 10, 2010 between the hours of 1:00 p.m. and 4:00 p.m. is hereby approved; and be it further

RESOLVED, that any necessary tent permit(s) must be obtained and the tent installations and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging a "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Eastern Energy Systems Inc., 7470 Sound Avenue, Mattituck, NY, 11952; 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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 259

2009 HIGHWAY FUND

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

		<u>FROM</u>	<u>TO</u>
111.051100.546303	Gas, Oil and Grease	2,925	
111.051420.541307	Snow Removal Expense		2,925

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

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

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 260

**OFFERS SUPPORT TO NEW YORK STATE LEGISLATURE FOR THE
AUTHORIZATION OF AN ADVISORY NON-BINDING REFERENDUM IN THE
TOWNS OF BROOKHAVEN, EAST HAMPTON, RIVERHEAD, SHELTER
ISLAND, SOUTHAMPTON AND SOUTHOLD ON THE CREATION OF THE
PECONIC BAY REGIONAL TRANSPORTATION AUTHORITY TO REPLACE
THE METROPOLITAN TRANSPORTATION AUTHORITY**
(Senate Bill #S.6774A/Assembly Bill #A.9861A)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the legislature finds that in the Peconic Bay region of Long Island, traffic congestion has been one of the primary adverse impacts from overdevelopment. Expanding traffic congestion has resulted in deteriorating traffic safety with increased traffic accidents and fatalities. In addition, traffic congestion has resulted in increased trip delays, declining air quality, adverse impacts to historic and rural resources in the region's villages and neighborhoods resulting from the diversion of traffic from major highways and arteries to rural residential streets and roads; and

WHEREAS, Bill S.6774/A.9861 has been introduced in the New York State Assembly with the intent that such legislative act would authorize the Towns of the Peconic Bay region to conduct an advisory non-binding referendum at the next general election held after the effective date of this act on the creation of a transportation services in the Towns of Brookhaven, East Hampton, Riverhead, Shelter Island, Southampton and Southold and replace the MTA's current governance of public transportation in this region. Such public referendum would be advisory and would still require final approval by an act of the Legislature; and

WHEREAS, a Home Rule request has been received by the Town of Riverhead in support of the above captioned legislation; and

WHEREAS, the Town recognizes the adverse impacts resulting from growing traffic congestion and the need to explore other transportation options such as public transit.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby supports the efforts of the New York State Legislature to authorize the Towns of the Peconic Bay region to conduct an advisory non-binding referendum at the next general election held after the effective date of this act on the creation of a transportation services in the Towns of Brookhaven, East Hampton, Riverhead, Shelter Island, Southampton and Southold and replace the MTA's current governance of public transportation in this region; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute a Home Rule Request supporting this proposed State legislation; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Senator Kenneth P. LaValle, 325 Middle Country Road - Suite #4, Selden, NY, 11784, Assemblyman Fred W. Thiele, Jr., 2302 Main Street, P.O. Box 3062, Bridgehampton, NY, 11932; the Community Development Office and the Office of the Town Attorney.

THE VOTE

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

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 261

APPROVES THE CHAPTER 90 APPLICATION OF LEGACY MARKETING PARTNERS (Pepsi Family Fun Event at K-Mart)

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on February 22, 2010, Legacy Marketing Partners submitted a Chapter 90 Application for the purpose of conducting a “Pepsi Family Fun Event” to include a tent(s), bounce house, inflatable game(s) and a sampling station to be held in the K-Mart parking lot located at 605 Old Country Road, Riverhead, New York, on Sunday, April 18, 2010 between the hours of 10:00 a.m. and 4:00 p.m.; and

WHEREAS, Legacy Marketing Partners has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617.6(b); and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the applicable Chapter 90 Application fee has been paid; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that the Chapter 90 Application of Legacy Marketing Partners for the purpose of conducting a “Pepsi Family Fun Event” to include a tent(s), bounce house, inflatable game(s) and a sampling station to be held in the K-Mart parking lot located at 605 Old Country Road, Riverhead, New York, on Sunday, April 18, 2010 between the hours of 10:00 a.m. and 4:00 p.m. is hereby approved; and be it further

RESOLVED, that any necessary tents permits must be obtained and all tent installations and electric shall comply with the applicable provisions of the Building and Fire Code of New York State and the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 601, for the purpose of arranging the “pre-opening” inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Legacy Marketing Partners, 640 N. LaSalle #295, Chicago, IL, 60654; 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

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

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 262

REAPPOINTS MEMBER TO THE RECREATION ADVISORY COMMITTEE

George Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Resolution #763 of August 2, 2005 adopted guidelines for Town Board Advisory Committees; and

WHEREAS, guideline #1 states that each committee will consist of no less than seven and no more than nine members;

WHEREAS, the Town Board recommends the reappointment of a certain member to the Recreation Advisory Committee.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby reappoints Marjorie Acevedo to the Recreation Advisory Committee for a two (2) year term to expire March 2012.

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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution #263

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 92 ENTITLED "HIGHWAYS, STREETS AND SIDEWALKS" TO ENSURE THE TIMELY REMOVAL OF DAMAGED UTILITY POLES ON TOWN HIGHWAYS

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 92 of the Riverhead Town Code entitled, "Highways, Streets and Sidewalks" once in the April 8th, 2010 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 amendment 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 Town Attorney.

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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

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 20th day of April, 2010 at 7:____ o'clock p.m. to consider a local law to amend Chapter 92 of the Riverhead Town Code entitled, " Highways, Streets and Sidewalks" of the Riverhead Town Code as follows:

~~Article V Severability and When Effective (§92-14—§92-15)~~

~~§92-14 Severability.~~

~~If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this chapter.~~

~~§92-15 When Effective.~~

~~This chapter shall take effect after the filing with the Secretary of State.~~

Article V Timely Removal of Damaged Utility Poles on Town Highways (§92-14 - §92-18)

§ 92-14 Legislative Intent.

A. The Riverhead Town Board hereby finds and determines that utility companies are frequently required to replace damaged utility poles.

B. The Riverhead Town Board also finds that this process often involves the installation of a new pole directly next to or in close proximity to the damaged pole, a practice known in the industry as a "double wood".

C. The Riverhead Town Board further determines that double woods should be in place only temporarily to allow the various utility companies a reasonable amount of time to move their equipment to the new pole.

D. The Riverhead Town Board determines that, increasingly, double woods are being left in place for long periods of time, sometimes for several years.

E. The Riverhead Town Board also finds and determines that double woods have proliferated to the point where there are now hundreds of aesthetically unpleasant damaged poles lining the Town's roadways.

F. The Riverhead Town Board determines that in addition to being eyesores, damaged poles left standing for unreasonably long periods of time pose a serious threat to the safety of Town of Riverhead residents.

G. Therefore, the purpose of this law is to incorporate into the Town of Riverhead Highway Department utility pole permitting process a requirement that damaged poles be removed in a timely manner and to authorize penalties against utilities when they fail to comply with this permit requirement or when they fail to remove existing, damaged poles in violation of this Article.

§ 92-15 Definitions.

A. As used in this law, the following term shall have the meaning indicated:

“DOUBLE WOOD” shall mean a new utility pole that is attached, or placed in close proximity, to a damaged utility pole.

§ 92-16 Permit Requirements.

The Town of Riverhead Highway Department shall include in all permits for the installation of utility poles on Town highways the following provisions:

1. The permittee shall have ninety (90) days to remove a damaged pole following the installation of a new pole.
2. If a damaged pole remains as part of a double wood after the ninety (90) day period has expired, the Town of Riverhead Highway Department shall notify the permittee that the damaged pole must be removed within sixty (60) days of receipt of the notice or a penalty will be imposed.
3. If a damaged pole remains as part of a double wood sixty (60) days after the Town’s notification, the permittee shall be assessed a penalty of two hundred fifty dollars (\$250.00) for each day the damaged pole is left standing.

§ 92-17 Compliance; Enforcement.

A. The Highway Department Superintendent or designee shall determine procedures for compliance with the provisions of this article.

B. The Highway Department Superintendent or designee shall also be responsible for undertaking the inspections to determine compliance and certification and filing the necessary documentation.

C. The provisions of this chapter shall be enforced by the the Building Inspector, the Zoning and Building Administrator, Ordinance Inspector, Town Investigator, Senior Town Investigator and

by the police officers of the Town of Riverhead, who shall be authorized to issue summonses to violators at the site of the violation. If the owner of the property on which the violation exists cannot be personally served at the time of the issuance of the summons, the summons shall be served upon the owner by certified mail, return receipt requested, addressed to the owner or its designated managing agent at the address listed in the property tax rolls as the address of the property owner.

§ 92-18 Penalties for Offenses.

A. Each week's continued violation shall constitute a separate, additional violation.

B. A violation of this Article shall be punishable by a fine not to exceed two hundred fifty dollars (\$250.00).

§ 92-19 Applicability.

A. Scope. This article shall apply to all utility poles located within the Town of Riverhead, whether or not the use and installation thereof shall be permitted under applicable regulations. ted for a fee and a charge made if said premises are not occupied by the legal owner thereof.

B. This article shall apply to all utility pole permits issued by the Town of Riverhead Highway Department and shall apply to existing double wood on or after the effective date of this law.

C. The provisions of this article shall be deemed to supplement applicable state and local laws, ordinances, codes and regulations. Nothing in this article shall be deemed to abolish, impair, supersede or replace existing remedies of the Town, county or state or existing requirements of any other provision of local laws or ordinances of the Town or county or state laws and regulations. In case of conflict between any provisions of this article and any applicable state or local law, ordinance, code or regulation, the more restrictive or stringent provision or requirement shall prevail. The issuance of any permit or the filing of any form under this article does not make legal any action or state of facts that is otherwise illegal under any other applicable legislation.

Article VI Severability and When Effective (§92-20 - §92-21)

§92-20 Severability.

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this chapter.

§92-21 When Effective.

This chapter shall take effect after the filing with the Secretary of State.

Dated: Riverhead, New York
April 6, 2010

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

- * Under line represents addition(s)
- * Strikethrough represents deletion(s)

TOWN OF RIVERHEAD

Resolution #264

RATIFIES AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR SNACK VENDORS TO BE UTILIZED BY THE TOWN OF RIVERHEAD

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for SNACK VENDORS to be utilized by the TOWN OF RIVERHEAD and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the APRIL 1, 2010 issue of the News Review and;

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

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
REVISED NOTICE TO BIDDERS

Sealed bids for **2010 SNACK VENDOR SERVICES FOR the Town of Riverhead at each of the following locations**: East Creek Marina Concession Stand; Iron Pier Concession Stand; Stotzky Park (skate Park inclusive)Wading River Beach; Police Officer's Memorial Park ;Reeves Beach; Horton Avenue Pocket Park; 2 Bears Pocket Park; Unity Pocket Park; and Millbrook Pocket park will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:05 a.m. on APRIL 9, 2010.**
(Individual or all locations may be bid on.)

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

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

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

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR 2010 SNACK VENDOR SERVICES.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 265

AUTHORIZES THE SUPERVISOR TO ACCEPT A MATCHING GRANT IN THE AMOUNT OF \$74,178.12 FROM THE SUFFOLK COUNTY WATER QUALITY PROTECTION AND RESTORATION PROGRAM AND LAND STEWARDSHIP INITIATIVE REGARDING THE OAKLEIGH AVENUE, BAITING HOLLOW, DRAINAGE PROJECT PHASE I

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead is undertaking the Oakleigh Avenue Drainage project, hereinafter referred to as the "Project" which consists of repair and remediation of drainage at Oakleigh Avenue in Baiting Hollow; and

WHEREAS, pursuant to the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative, the Town of Riverhead has applied for funds which will partially pay for Phase One of the Project; and

WHEREAS, Phase One of the Project shall be the removal of the existing pipe and the outfall, and replacement of the drainage and roadway system with 13 leaching catch basins, installation of four catch basins, an ADS Stormwater Treatment Unit with a safe overflow, stabilization of the existing steep slope, removal and replacement of the existing timber stairs to the Long Island Sound, reconstruction of the terminus of the road and reconfiguration of such as a turn around; and

WHEREAS, the Town of Riverhead went out to public bid on Phase I and received seven bids on November 5, 2009. The low bid contractor, DF Stone Contracting, LTD, had a low bid of \$237,776.25 for all work included in Phase One; and

WHEREAS, the eligible portion of Phase One consists of remediation of slope stabilization and stormwater overflow, by installation of upland drainage structures consisting of catch basins, leaching catch basins and stormwater treatment units, and pavement restoration in the immediate area of these drainage structures; and

WHEREAS the applicable cost of the drainage improvements of Phase One of the Project was originally estimated to be \$210,970 and when submitted for public bid was determined to cost \$148,356.25 of which the County of Suffolk will reimburse the Town of Riverhead for one-half of the monies paid by the Town of Riverhead up to \$74,178.12.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Riverhead, that the Supervisor is hereby authorized and directed to enter into an inter-municipal agreement with the County of Suffolk for Phase One of the above-referenced Project; and be it further

RESOLVED, that pursuant to an inter-municipal agreement, the Town of Riverhead shall construct the eligible part of Phase One of the Project, at an anticipated cost to the Town of \$148,356.25; and, be it further

RESOLVED, that the Town of Riverhead hereby accepts funds from the County of Suffolk to reimburse the Town for one-half of the applicable cost of the stormwater remediation and sediment and erosion control measures included in Phase One of the Project, in an amount not to exceed \$74,178.12; and, be it further

RESOLVED, that the Town of Riverhead shall provide a local match for County funds in the amount of \$74,178.12; and, be it further

RESOLVED, that if the cost of stormwater remediation and sediment and erosion control construction items included in Phase One of the Project exceeds the sum of \$148,356.25 the Town of Riverhead shall also pay for any such additional costs; 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

Giglio Yes No
Wooten Yes No

Gabrielsen Yes No
Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 266

APPOINTS RECREATION ADVISORY COUNCIL REPRESENTATIVES TO THE RIVERHEAD OPEN SPACE/PARK PRESERVE COMMITTEE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Chapter 14-40 of the Riverhead Town Code entitled "Open Space/Park Preserve Committee" causes the establishment of an advisory body to the Town Board known as the Open Space/Park Preserve Committee consisting of seven members appointed by the Town Board for staggered two-year terms, including five representatives from the community at large, and one representative each from the Recreation Committee and the Conservation Advisory Council; and

WHEREAS, a vacancy presently exists on the committee for a representative from the Recreation Advisory Council.

NOW THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby approves the appointment of a representative from the Recreation Advisory Council to the Open Space/Park Preserve Committee as follows:

Robert Danowski for a term expiring March 2012.

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 the same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio [X]Yes []No Gabrielsen [X]Yes []No

Wooten [X]Yes []No Dunleavy [X]Yes []No

Walter ABSENT

The Resolution Was [X] Was Not []

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 267

AUTHORIZES ATTENDANCE OF ONE POLICE DEPARTMENT EMPLOYEE TO NY/NJ REGIONAL FUGITIVE TASK FORCE TRAINING

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of one police department employee to attend the NY/NJ Regional Fugitive Task Force Training in Atlantic City, New Jersey, and,

WHEREAS, the seminar will be held in Atlantic City, New Jersey from June 14 – June 18, 2010.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the attendance of one police department employee to attend the NY/NJ Regional Fugitive Task Force Training.

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes reimbursement of expenses incurred, not to exceed \$250.00 upon submission of proper receipts; and

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

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD**Resolution # 268****AWARDS CALVERTON RAIL ACCESS REHABILITATION CONTRACT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the New York State Department of Transportation (NYS DOT) Calverton Industrial Enterprise Park Freight Rail Access Rehabilitation (PIN #0935.61) Economic Recovery Project in the Town of Riverhead, in Suffolk County, (hereinafter “the Municipality/Sponsor”) is eligible for and has been awarded funding under Title 23 U.S. Code, as amended, according to the attached contract that calls for the apportionment of the costs of such program to be borne at the ratio of 100% Federal funds and 0% non-federal funds to support, among other things, important infrastructure projects that help attract businesses, improve commerce and revitalize local economies; and

WHEREAS, the Town of Riverhead Board desires to foster the continued development of infrastructure at the Calverton Enterprise Park site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, on February 11, 2010, the Town Board adopted Resolution No. 111 entitled, “Awards Calverton Rail Access Rehabilitation Contract”; and

WHEREAS, the bid was awarded to Railroad Construction Co., Inc. in the amount of Three Million Four Hundred Ninety Six Thousand Six Hundred Eighty Four & 00/100 (\$3,496,684.00); and

WHEREAS, the Town Engineer and NYS DOT have recommended that additional work is required due to the installation of a turnout switch from the mainline of the Long Island Railroad causing the need for additional materials and labor to complete the switch installation for an increase of Three Hundred Ten Thousand Five Hundred Eighty Four & 50/100 dollars (\$310,584.50).

NOW, THEREFORE, BE IT RESOLVED, that the Town of Riverhead Supervisor be and is hereby authorized to execute a change order in the amount of \$310,584.50 subject to NYSDOT approval of Change Order #1; and

BE IT FURTHER RESOLVED, that the Town Board authorizes an increase to the Town of Riverhead purchase order by the Change Order No. 1 agreed upon amount; 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

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

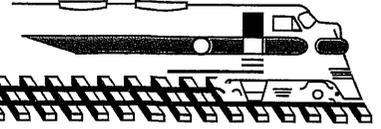
The Resolution Was Was Not

Thereupon Duly Declared Adopted

Railroad Construction Company, Inc.



Contractors - Engineers



75-77 Grove Street • Paterson, NJ 07503



Phone: 973-684-0362 • Fax: 973-684-1355

April 6, 2010

Chris Kempner
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

Calverton Enterprise Park Rail Spur Rehab
PIN #093561
RCC Project No. R090583

PHONE (631) 727-3200 x287

FAX (631) 727-5772

Re: LOT 005 – Tie-In Change Order

Dear Ms. Kempner:

As per your request, attached please find a breakdown of the cost associated with the installation of a NO. 10 Turnout for the above mentioned project. This work includes the following:

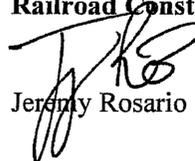
- Clearing brush as required
- Grade and compact subgrade for new track
- Panelized 1 EA NO. 10 turnout in 136# alongside existing LIRR Mainline
- Install 205 TF of ballasted track consisting of 115RE/119RE relay rail, 7"x9" creosoted hardwood ties, 1 1/2" clean stone, double shoulder tie plates, and all the necessary relay joint bars, bolts, spikes etc.
- Furnish WCH Sliding Derail
- Furnish all miscellaneous signal equipment such as signal cable, switch machine, etc.
- Initial site survey of existing LIRR mainline
- Stakes for final grading and track elevations
- Includes all associated costs such as Railroad Protective Insurance, LIRR Railroad Worker Training, etc.

Work To Be Performed by Others

- Signal work
- Installation of NO. 10 turnout on LIRR mainline

If you have any questions or comments, please do not hesitate to contact me at 201-954-1541.

Sincerely,
Railroad Construction Company, Inc.


Jeremy Rosario



E-mail: Info@RailroadConstruction.com • Website: www.RailroadConstruction.com

EQUAL OPPORTUNITY • AFFIRMATIVE ACTION EMPLOYER



Calverton Enterprise Park Rail Spur Rehabilitation

Change Order Breakdown

Item #	Description	Quantity	Unit	Unit Price	Total
02850.1	Cut, Remove and Dispose of Brush (15' from CL of Track)	1	Ac	\$ 10,800.00	\$ 10,800.00
02850.5	Grade and Compact Subgrade (8' from CL of Track)	205	Tf	\$ 10.00	\$ 2,050.00
02850.6	Furnish & Install New Wood Ties	127	Ea	\$ 86.00	\$ 10,922.00
02850.8	Furnish & Install No 1 Relay JTD or CWR (115REand/or119RE)	9	Ton	\$ 1,250.00	\$ 11,250.00
02850.9	Furnish & Install No.1 6-hole Relay Joint Bars (Pair) Includes: New Bolts, Nuts and Washers	10	Pr	\$ 210.00	\$ 2,100.00
02850.10	Furnish & Install New 6 – Hole Compromise Joint Bars	4	Pr	\$ 660.00	\$ 2,640.00
02850.11	Furnish & Install New Bolt Assemblies Includes: New Bolts, Nuts and Washers	18	Ea.	\$ 12.00	\$ 216.00
02850.12A	Wood Tie Track Construction; Includes Labor and Equipment	205	Tf	\$ 73.70	\$ 15,108.50
02850.13	Furnish & Install Ballast (AREMA # 4)	280	Ton	\$ 46.00	\$ 12,880.00
02851.3	Furnish & Install New Turnout (#10,136RE) Installation NIC *	1	Ea.	\$ 86,720.00	\$ 86,720.00
02858.1	Furnish & Install DSC No 1 Relay tie Plates	254	Ea.	\$ 10.00	\$ 2,540.00
02858.2	Furnish & Install New Drive on Anchors	168	Ea.	\$ 6.00	\$ 1,008.00
02858.4	Furnish & Install Sliding Derail	1	Ea.	\$ 13,150.00	\$ 13,150.00
02950.1	Right of Entry to LIRR & Associated Costs (Including Railroad Protective Insurance)	1	LS	\$ 19,200.00	\$ 19,200.00
02951.0	Signal Hardware	1	LS	\$ 106,000.00	\$ 106,000.00
02826.A	Initial Conditions Survey	1	LS	\$ 4,000.00	\$ 4,000.00
02826.B	Survey and Staking After Grading	1	LS	\$ 10,000.00	\$ 10,000.00
					\$ 310,584.50

* - New turnout to be panelized alongside existing LIRR Mainline. Cut and throw of turnout to be performed by others

TOWN OF RIVERHEAD

Resolution # 269

RATIFIES THE REINSTATEMENT OF A PUBLIC SAFETY DISPATCHER I AND PLACES HIM ON A LEAVE OF ABSENCE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, vacancies exist for Public Safety Dispatchers in the Riverhead Town Police Department; and

WHEREAS, a recommendation has been received from the Chief of Police to reinstate Eric Raudies to his former position of Public Safety Dispatcher I.

NOW, THEREFORE, BE IT RESOLVED, effective for March 31, 2010, this Town Board hereby ratifies the reinstatement of Eric Raudies to the position of Public Safety Dispatcher I as found in Group 1, Step 3A of the Public Safety Dispatchers Salary Schedule; and

BE IT FURTHER RESOLVED, that the above-named individual is hereby placed on a leave of absence through April 13, 2010.

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

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 270

**AUTHORIZES THE RELEASE OF SECURITY OF
HARRIMAN ESTATES AT AQUEBOGUE LLC
(SUBDIVISION ENTITLED, "HARRIMAN ESTATES")**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, by Resolution #71, adopted on July 24, 2006, the Riverhead Planning Board conditionally approved the final plat entitled, "Harriman Estates", having one of the conditions of final approval being the submission and acceptance of security in the amount of \$2,800,000.00 in connection with improvements to be completed within said subdivision; and

WHEREAS, by Resolution #658, adopted on July 3, 2007, the Town Board did accept Unity Bank Irrevocable Standby Letter of Credit in the amount of \$2,800,000.00 in connection with the improvements to be completed within said subdivision; and

WHEREAS, at the request of Harriman Estates at Aquebogue, LLC for an extension of said security, the Town Board, by Resolution #673 adopted on July 7, 2009, did approve a two-year extension, until July 24, 2010, for the security submitted by Harriman Estates at Aquebogue, LLC in connection with the improvements to be completed within said subdivision and further, accepted the \$2,000.00 non-refundable fee for said extension; and

WHEREAS, by letter received from Harriman Estates at Aquebogue, LLC, dated March 25, 2010, it is advised that Certificate of Abandonment, CTF. No. 6010, ABS. No. 16484, was filed with the Office of the Suffolk County Clerk on March 17, 2010, and as such, it is requested that the above referenced security be released.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned security in connection with the improvements to be completed within this subdivision; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Harriman Estates at Aquebogue, LLC, 176 Cove Road, Oyster Bay, NY, 11771; 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT
The Resolution Was Was Not
Thereupon Duly Declared Adopted

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 271

AUTHORIZES THE RELEASE OF SECURITY OF TRADITIONAL LINKS LLC

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Traditional Links LLC posted North Fork Bank Certificate of Deposit #3730136367 in the amount of Ten Thousand Dollars (\$10,000.00) representing the 100% site plan security in connection with Riverhead Town Board Resolution #813 dated September 6, 2006, for the construction of three guest cottages as an accessory use to an existing golf course and club upon real property located at 3000 Sound Avenue, Baiting Hollow, New York, known and designated as Suffolk County Tax Map Number 0600- 41-1-10.6, pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, the Planning Department is satisfied with the site requirements, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction, and Certificate of Occupancy No. 23409 dated February 5, 2010, has been issued.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the above mentioned security in the sum of Ten Thousand Dollars (\$10,000.00); and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Traditional Links, LLC, 3000 Sound Avenue, Riverhead, NY, 11901; 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

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 272**AUTHORIZES TOWN SUPERVISOR TO EXECUTE CELLULAR COMMUNICATION LEASES WITH THE RIVERHEAD WATER DISTRICT AND METRO PCS NEW YORK, LLC**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, agreements have been proposed between the Riverhead Water District (hereinafter referred to as Lessor) and Metro PCS New York, LLC (hereinafter referred to as Lessee) wherein proposed leases have been presented by Lessee to permit the installation of cellular communication equipment at plants of the Riverhead Water District located at County Route 58, Riverhead, Pulaski Street, Riverhead and North Wading River Road, Wading River, and

WHEREAS, the Town Board held a public hearing on this matter on the 16th day of March, 2010, wherein all persons wishing to be heard were heard, and

WHEREAS, the specific terms and conditions of the three separate lease agreements have been reduced to writing and are contained in certain proposed lease agreements which were attached as Exhibit A to resolution adopted by the Town Board at its meeting of February 17, 2010, entitled, "Order Calling Public Hearing Regarding Cellular Communication Leases With The Riverhead Water District and Metro PCS New York, LLC", and are on file with the Town Clerk.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead, as governing body of the Riverhead Water District, hereby authorizes the Town Supervisor to execute the lease agreements described above, 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

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 273

**REJECTS BIDS FOR CALVERTON SEWER DISTRICT
SANITARY PUMP STATION UPGRADES, GENERAL, MECHANICAL AND
ELECTRICAL – CONTRACT NO. CASD 0504-G**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, bids were received by the Riverhead Town Board on January 7, 2010 for the Calverton Sewer District Sanitary Pump Station Upgrades, General Mechanical and Electrical – Contract No. CASD 0504-G, and

WHEREAS, H2M Group, as consulting engineers to the Calverton Sewer District, recommends that all bids be rejected as stated in the attached letter due to being in excess of project budget.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board, as governing body of the Calverton Sewer District, does hereby reject all bids received January 7, 2010 in response to notice to bidders for Calverton Sewer District Sanitary Pump Station Upgrades, General, Mechanical and Electrical – Contract No. CASD 0504-G, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to return all bid securities.

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

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not

Thereupon Duly Declared Adopted



Engineers | Architects | Scientists | Planners | Surveyors

175 Pinelawn Road | Suite 308
Melville, New York 11747
v 631.756.8000 f 631.393.6322
www.h2m.com

Holzmacher, McLendon & Murrell, P.C. | H2M Associates, Inc.
H2M Labs, Inc. | H2M Architects & Engineers, Inc.
February 1, 2010

Supervisor Sean Walter
Town of Riverhead
200 Howell Ave.
Riverhead, NY 11901

**Re: Town of Riverhead / Calverton Sewer District
Sewer District Extension No. 1 (Burman)
Calverton Sanitary Pump Station Upgrades
Bid Recommendation
Our File No.: CASD 05-04**

Dear Supervisor:

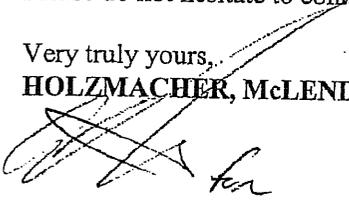
Bids were received on January 7, 2010 for the Upgrade to the Calverton Sewer District Sewage Pump Stations. The bids ranged from \$988,000 to \$1,764,659. There were a total of 5 bidders.

The final Map and Plan for the Sewer District Extension (Second Revision dated November 4, 2004) derived the probable construction costs for these two stations to be equal to \$252,000. Applying material, equipment, and labor inflationary cost increases for the period of 2004 to 2010, the probable construction cost in 2010 dollars is equal to approximately \$500,000 - \$600,000, including additional repairs that have become necessary since 2004.

We recommend that the Town reject all bids. We believe that breaking the contract documents into two smaller projects would result in the capability of more local and experienced contractors to be able to achieve necessary bonding for each individual pump station upgrade. Also, we have suggested to Superintendent Reichel that he consider alternate pump and control panel manufacturers in order to stimulate competition. We will also include the use of alternate bid items.

Please do not hesitate to contact us should any questions arise.

Very truly yours,
HOLZMACHER, McLENDON & MURRELL, P.C.


Frank M. Russo, P.E.
Vice President

cc: Superintendent Michael P. Reichel
Richard A. Ehlers, Esq.
C. Weiss

X:\CASD (CALVERTON SEWER DISTRICT) - 10178\CASD0504 SEWER DISTRICT EXTENSION NO. 1 (A.K.A. BURMAN)\03_PHASE BIDDING\BID PHASE DOCUMENTS\BID TAB\PS UPGRADES\CASD PS BID RECOMMENDATION LTR - EHLERS 02-02-10.DOC | 1 | PD: 2-FEB-10 |



CELEBRATING 75 YEARS



4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution #274

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR AUTOMOTIVE PARTS
FOR THE TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

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

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the APRIL 15, 2010 issue of the News Review and;

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

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT
The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of AUTOMOTIVE PARTS for the use in the Town of Riverhead, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on APRIL 22, 2010 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on APRIL 15, 2010 on the Town of Riverhead website at www.riverheadli.com, click on bid requests or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

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

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

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

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution #275

RATIFIES AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR DIESEL FUEL FOR USE BY THE TOWN OF RIVERHEAD

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the APRIL 1, 2010 issue of the News Review and;

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

THE VOTE

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

Walter ABSENT

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
REVISED NOTICE TO BIDDERS

Sealed bids for the purchase of DIESEL FUEL for the use by the Town of Riverhead will be received by the Town Clerk of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York, 11901 until Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on APRIL 9, 2010 at which time they will be publicly opened and read aloud.

Bid Packets including specifications may be examined and/or obtained on APRIL 1, 2010 on the Town's website at www.riverheadli.com, click on bid requests, or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked bids for "DIESEL FUEL 2010". Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

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

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

Diane M. Wilhelm, Town Clerk

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution #276

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR FOOD PRODUCTS FOR THE TOWN OF RIVERHEAD

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

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

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the APRIL 15, 2010 issue of the News Review and;

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

THE VOTE

Giglio <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter ABSENT	
The Resolution Was <input checked="" type="checkbox"/> Was Not <input type="checkbox"/>	
Thereupon Duly Declared Adopted	

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **FOOD PRODUCTS** for the use in the Town of Riverhead, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until **11:15 am on APRIL 22, 2010** at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on **APRIL 15, 2010** on the Town of Riverhead website at **www.riverheadli.com**, click on bid requests or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

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

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

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

Diane M. Wilhelm, Town Clerk

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution #277

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR TRUCK PARTS FOR THE TOWN OF RIVERHEAD

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

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

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the APRIL 15, 2010 issue of the News Review and;

NOW THEREFORE BE IT RESOLVED 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

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not

Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of TRUCK PARTS for the use in the Town of Riverhead, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:10 am on APRIL 22, 2010 at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on APRIL 15, 2010 on the Town of Riverhead website at www.riverheadli.com, click on bid requests or at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

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

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

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

DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD**Resolution # 278****APPOINTS TEMPORARY SECRETARY
TO THE BOARD OF ASSESSMENT REVIEW**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a position of temporary secretary currently exists on the Board of Assessment Review; and

WHEREAS, Mary Burns has expressed an interest in serving in this capacity.

NOW, THEREFORE, BE IT RESOLVED, that Mary Burns be and is hereby appointed as temporary secretary to the Board of Assessment Review at an hourly rate of \$15.00 effective May 1, 2010 through December 31, 2010; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Mary Burns, 13 Forest Dr, Riverhead, NY 11901, the Assessors' Office, the Personnel Officer, and the Office of Accounting; 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

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 279

RIVERHEAD SEWER TREATMENT PLANT UPGRADE

CAPITAL PROJECT

BUDGET ADOPTION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

		<u>FROM</u>	<u>TO</u>
130.000000.49999	Riverhead Sewer Reserve	100,000	
414.083100.543504.20031	Professional Services Engineering		100,000

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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 280

**EXTENDS BID CONTRACT FOR WELL AND PUMP TESTING
FOR THE RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Victor Elefante Technical Services was awarded the bid for well and pump testing services by Resolution #090418 adopted May 5, 2009; and

WHEREAS, said contract allows for the contract to be extended; and

WHEREAS, the Riverhead Water District has requested that the bid be extended pursuant to the terms of the award document; and

WHEREAS, the above-named vendor agreed to extend the contract for one (1) year pursuant to the terms of the contract; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT RESOLVED, that the bid contract for well and pump testing services be and is hereby extended to May 5, 2011 at the rate attached to this resolution; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Victor Elefante Technical Services, 5 Monte Lane, Center Moriches, New York, 11934; and be it further

RESOLVED, that all Town Hall departments may review and obtain a copy of this resolution from the eCabinet and, if needed, a certified copy of same may be obtained from the Town Clerk's Office.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT
The Resolution Was Was Not
Thereupon Duly Declared Adopted

APPENDIX B

**BID PROPOSAL
RIVERHEAD WATER DISTRICT
WELL AND PUMP TESTING, EVALUATION, REPORTING
AND INFORMATION MANAGEMENT**

ITEM 1 - Well & Pumps Testing, Evaluation, Reporting & Information Management

- I Full performance tests and reports on performance characteristics throughout full operating range and vibration analysis price per well on an "as needed" basis \$ 595⁰⁰

- II Periodic maintenance services and reports on performance under normal system condition with vibration testing per well on an "as needed" basis \$ 175⁰⁰

- III Maintain operational and historical information on off-site database and update District database per well on an "as needed" basis \$ 140⁰⁰

- *IV "Hands-on" during maintenance inspections or full test of wells and pumps; N.Y.S.D.O.H approved to provide "contact hours" to operators, who assist in maintenance inspections; on-site covering various wells and pumping equipment-related subjects per well on an "as needed" basis \$ 0⁰⁰

ITEM 2 - Inspection, Analysis & Reports on the Condition of Wells & Pumping Equipment

- I Includes regular maintenance with recommendations for most cost-effective repair of equipment; review and analysis of well performance and recommendations for correcting existing operational problems; well and pump maintenance management and oversight; assist in implementation of operation and equipment changes to assure success of program to maximize savings in power costs per well on an "as needed" basis.

Hourly rate based upon the assumption
Of 10 hrs per well @ \$140/hour \$ 1400⁰⁰

- *II "Hands-on" during maintenance inspections or full test of wells and pumps; N.Y.S.D.O.H approved to provide "contact hours" to operators, who assist in maintenance inspections; on-site covering various wells and pumping equipment-related subjects per well on an "as needed" basis. \$ 0⁰⁰

BID PROPOSAL (continued)

ITEM 3 - Power Cost Reduction Services

Power Cost Reduction Study, including site survey, system profile through collection and analysis of operational information per well on an "as needed" basis.

\$ 140⁰⁰ per hr.

TOTAL AMOUNT BID FOR ITEMS PER WELL:

TOTAL \$ 2450⁰⁰

*Attach certification and/or licences

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 281

APPROVES AMENDED SITE PLAN OF ZENITH BUILDING

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, a site plan was submitted by Ray Castronovo, to construct a four (4) story mixed use building with related site improvements, upon real property located at 12 McDermott Street, in Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-129-4-5.2; and

WHEREAS, the Planning Department has reviewed the site plan prepared by Martin Sendlewski, A.I.A, dated revised February 22, 2006, and elevation plans prepared by Martin Sendlewski, A.I.A, dated revised February 9, 2006, and has recommended to the Planning Board of the Town of Riverhead that said site plan application be approved with conditions;

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

WHEREAS, the amended site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received by the Office of the Financial Administrator of the Town of Riverhead on March 22, 2010 and;

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

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

BE IT FURTHER RESOLVED, that the Martin Sendlewski, A.I.A site plan dated revised February 22, 2006, for the construction of a four (4) story mixed use building is hereby approved by the Town Board with the following conditions:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted for the sign permit procedure prior to being installed at the property (the site plan approval does not indicate approval of signage); that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as any restrictions imposed as a condition of the site plan approval granted herein;
4. That any outdoor lighting shall be installed pursuant to Article XLV of the **Riverhead Town Code** and no lighting shall be adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
8. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
9. That all new utilities shall be constructed underground;
10. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
11. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;
12. The applicant must satisfy all requirements of the New York State Building Code;

13. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing or building permit, shall post a letter of credit in an amount equaling one hundred percent (100%) of the site improvement costs as estimated by the Planning Board. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said letter of credit, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The land clearing or building permit shall not be issued until the Town Clerk certifies that the letter of credit has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the clearing or building permit or any renewal thereof;
14. That the applicant shall be required to file and obtain all the necessary site inspections as prescribed in section 108-131E of the **Code of the Town of Riverhead**;
15. That no excavation or exportation will take place until a permit for such is obtained from the Town Board;
16. That all foundation walls and footings shall be constructed within the depicted property lines.
17. That no Building Permit shall issue until the Supervisor of the Town Board signs a mylar site plan (including elevation, landscape and lighting plans) which must be submitted and signature shall be conditional upon the following:
 - i. The site plan is revised to replace the proposed metal halide fixtures with high pressure sodium or compact fluorescent bulbs.
 - ii. That the mylar site plan includes a Town Board certification box, on each page of the plans, in the format approved by the Planning Department;
 - iii. The mylar shall not exceed the standard D size drawing (24" x 36");
 - iv. Proof is submitted that all required Water and Sewer District fees and charges are paid;
 - v. That certification of clean title to the satisfaction of the Town Attorney is submitted;
 - vi. Submission of an executed agreement between the applicant and the Town of Riverhead with respect to the extent and duration of the use of Town property for construction;
 - vii. That the applicant shall submit a properly executed instrument in a form approved by the Town Attorney, specifying that all parking spaces required by the Parking Schedule shall be improved upon subsequent findings by the

appropriate Board that such improvement is needed and the approved document shall be filed in the office of the Suffolk County Clerk

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

15. In furtherance of section 108-131 E (1) (c), no Certificate of Occupancy shall issue until:

i. the applicant submits a signed and sealed "As-Built" survey in accordance to section 108-129 E;

RESOLVED, that the Clerk for the Planning Board is hereby authorized to forward a certified copy of this resolution to Raymond Castronovo, 12 McDermott Street., Riverhead, NY 11901; Martin Sendlewski, 215 Roanoke Ave., Riverhead, NY 11901; the Riverhead Planning Department; the Riverhead Building Department; the Counsel for the Town of Riverhead Planning Board; the Town Attorney; the Town Clerk; the Town Assessor; the Town Engineer; the Chief Fire Marshal; the Water District Superintendent; and the Town's Consulting Engineer.

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

Giglio ABSTAINED Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT
The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 282

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

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the April 15, 2010 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 entitled "Zoning", Article VIII entitled "Accessory Apartments", Section 108-34 entitled "Purpose; findings; standards", of the Riverhead Town Code, to be posted on the sign board of the Town; 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

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

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 11901, on the 4th day of May, 2010 at 2:25 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning", Article VIII entitled "Accessory Apartments", Section 108-34 entitled "Purpose; findings; standards", of the Riverhead Town Code as follows:

CHAPTER 108
ZONING
ARTICLE VIII
Accessory Apartments

§ 108-34. Purpose; findings; standards.

C. Standards.

(11) Amnesty. For the detached single-family dwellings that illegally have an accessory apartment, the owner shall have ~~two~~ three years from the enactment of this article to make application, without penalty as set forth in § 52-18, and preconstruction fees (triplicate fees) as set forth in § 52-10H shall be waived upon receipt of an accessory apartment permit. As set forth in § 108-35F 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

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

Dated: Riverhead, New York
April 6, 2010

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution #283

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT OF CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE
(§101-3. Stop and yield intersections; railroad crossings; parking fields.)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to amend Chapter 101 entitled "Vehicles & Traffic" of the Riverhead Town Code, once in the April 15th, 2010 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT
The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 4th day of May, 2010 at 2:___ p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101
VEHICLES AND TRAFFIC
ARTICLE III
Traffic Regulations

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

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

Intersection	Stop Sign On	Entrance From
<u>Palane East</u>	<u>Palane South</u>	<u>West</u>
<u>Palane North</u>	<u>Palane East</u>	<u>South</u>

- Underline represents addition(s)

Dated: Riverhead, New York
April 6, 2010

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

DIANE M. WILHELM, Town Clerk

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 284

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AN AMENDMENT TO CHAPTER 108 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED "ZONING" (§108-3. Definitions. Floor area.)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the Town Clerk is hereby authorized to publish the attached public notice once in the April 15, 2010 issue of the News Review Newspaper, 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 entitled "Zoning" of the Riverhead Town Code to be posted on the sign board of the Town; 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

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter ABSENT

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 4th day of May, 2010 at 2:20 o'clock p.m. to consider a local law amending Chapter 108 entitled "Zoning" of the Riverhead Town Code as follows:

**CHAPTER 108
ZONING
ARTICLE I
General Provisions**

§ 108-3. Definitions; word usage.

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

~~FLOOR AREA, GROSS RESIDENTIAL -- The sum of the horizontal areas of all floors of a building, including interior balconies and mezzanines, but excluding uncovered exterior balconies, decks or porches. All horizontal dimensions of each floor are to be measured from the exterior faces of the walls of each such floor, including all roofed-over areas, or from the center line of party walls with any adjoining building. In computing gross floor area, attic space having a headroom of less than seven feet six inches, cellar and basement space, floor space used exclusively for mechanical equipment and building maintenance or service purpose, including but not limited to elevators, HVAC, required stairways and public rest rooms. Floor space used for off-street parking and loading purposes shall be excluded. Notwithstanding the foregoing, that portion of gross floor area comprising any covered plaza or similar pedestrian common area amenity which is not used directly for commercial purposes shall be excluded in calculating required off-street parking and loading spaces, except for any kiosk or similar commercial facility, the area of which shall be included.~~

The sum of the horizontal areas of all floors of a building, including interior balconies and mezzanines, but excluding uncovered exterior balconies, decks or porches. All horizontal dimensions of each floor are to be measured from the exterior faces of the walls of each such floor, including all roofed-over areas. In computing residential floor area, the following shall be excluded from computation, except when used or intended to be used for human habitation or service to the public: attic space having a headroom of less than seven feet six inches, cellar and basement space.

FLOOR AREA, COMMERCIAL - The sum of the horizontal areas of all floors of a building, including interior balconies and mezzanines. All horizontal dimensions of each floor are to be measured from the exterior faces of the walls of each such floor, including all roofed-over areas, or from the center line of party walls with any adjoining building. In computing ~~gross~~ floor area, the following shall be excluded from computation, except when used or intended to be used for human habitation or service to the public: atriums, attic space having a headroom of less than seven feet six inches; cellar and basement space; uncovered exterior balconies, decks or porches; floor space used exclusively for building maintenance or service areas related to maintenance; elevators and elevator lobby areas; mechanical and electrical equipment and storage areas for mechanical equipment; laundry equipment, laundry chutes and laundry storage areas (this exclusion shall not apply to commercial business dedicated to laundry related services i.e. dry cleaning, laundromats); stairways and stairwells (this exclusion shall only apply to commercial establishments equipped with elevator or escalator service); and, public rest rooms. The floor area for hotel and country inns shall not include bathrooms; bathroom anterooms; closets; hallways; and, foyers. Notwithstanding the foregoing, that portion of floor area comprising any covered plaza or similar pedestrian common area amenity which is not used directly for commercial purposes or floor space used for off-street parking and loading purposes shall be excluded in computing floor area.

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

Dated: Riverhead, New York
April 6, 2010

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 285

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO REPEAL ARTICLE XXXIII, BUSINESS E HIGHWAY COMMERCIAL/SERVICE ZONE OF CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to repeal Article XXXIII, Business E Highway Commercial/Service Zone from Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the April 15, 2010 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; 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

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter ABSENT
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 4th day of May, 2010 at 2:15 o'clock p.m. to consider a local law to repeal Article XXXIII, Business E Highway Commercial/Service Zone from Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

Chapter 108
ZONING

~~ARTICLE XXXIII~~

~~Business E Highway Commercial/Service Zone~~

~~§ 108-159. Purpose.~~

~~The purpose of this Article is to provide for highway commercial and related services; to respect and preserve the existing character of the Town; and to provide for coordinated site design which unifies and congregates similar type activities and individual developments, thereby allowing convenient and safe vehicular circulation and promoting higher quality design of developments.~~

~~§ 108-160. Adoption of zoning use.~~

~~—The zoning use classification known as "Business E Highway Commercial/Service Zone" shown on the attached amendment to the Zoning Use Classification MapEN is hereby adopted.~~

~~§ 108-161. Uses.~~

~~—No building, structure or premises shall be used, in whole or in part, and no building or premises shall be erected, altered or added to unless otherwise provided in this Article, except for the following permitted uses, special permit uses or accessory uses:~~

~~—A. — Permitted uses.~~

~~———— (1) — Wholesale business, warehouses and building material and sale, excluding the storage of coal, coke fuel oil or junk.~~

~~———— (2) — Building, plumbing and electrical contractors trade shops, with outdoor storage of equipment and materials considered an accessory use.~~

~~———— (3) — Banks.~~

~~———— (4) — Offices for business, governmental and professional use.~~

- ~~(5) Community centers or offices or meeting rooms for philanthropic, fraternal or educational organizations.~~
 - ~~(6) Restaurants, excluding outdoor counter service, drive-ins or curb service establishments.~~
 - ~~(7) Funeral homes, mortuaries or undertaking establishments.~~
 - ~~(8) Retail sale and display of garden materials, supplies and plants, including nursery operations, provided that outdoor storage of materials and equipment is considered an accessory use. Outdoor storage and display of plants, nursery stock and horticultural stock is considered to be a permitted use.~~
 - ~~(9) Municipal parks, playgrounds and recreational facilities, including refreshment and service buildings accessory thereto and any other governmental uses and structures of the Town of Riverhead, the County of Suffolk or the state or federal governments or agencies thereof.~~
 - ~~(10) Public utility installations.~~
 - ~~(11) Places of worship, excluding tents of a permanent nature.~~
 - ~~(12) Bus passenger shelters.~~
 - ~~(13) Radio, television and recording studios.~~
 - ~~(14) Professional or performing arts studios considered to be for instructional purposes, such as those for dance, music, arts and/or crafts.~~
- ~~B. Uses subject to issuance of a special permit by the Town Board in accordance with § 108-3 of this chapter.~~
- ~~(1) Gasoline stations subject to the additional requirements of § 108-26.~~
 - ~~(2) Car washes.~~
 - ~~(3) Research and development uses, provided that any manufacturing shall be limited to prototypes and products for testing.~~
 - ~~(4) Institutions for higher learning, business, vocational and training schools, including colleges, universities, junior colleges, business, banking, business management, secretarial and office service schools, computer and data processing schools, art and drafting schools, barber, beauty and cosmetology schools, commercial or noncommercial food preparation schools, photography schools, schools for training in the martial arts, dancing, gymnastics, music, schools for fashion design, under the following conditions:~~

- ~~(a) The curriculum shall satisfy the requirements of the New York State Department of Education.~~
- ~~(b) No accommodations for resident students shall be permitted.~~
- ~~(c) No music or noise shall be audible in any residential district.~~
- ~~(5) Dry cleaning establishments.~~
- ~~(6) Printing plants.~~
- ~~(7) Fully enclosed commercial recreation facilities, including but not limited to tennis clubs, skating rinks, paddle tennis, handball and squash facilities, billiard parlors, bowling alleys, health spas and clubs and uses normally accessory and incidental to commercial recreation, such as locker rooms, eating and drinking facilities and retail sale of goods associated with the particular activity.~~
- ~~(8) Nationally recognized fraternal organizations catering to members and their guests.~~
- ~~(9) Fast food restaurants, provided that eating on the premises shall be permitted only inside the structure or in areas specifically designated and properly maintained outside the structure. Minimum lot size for a freestanding structure is 80,000 square feet. Drive-in windows shall not be permitted.~~
- ~~(10) Theaters or cinemas, other than drive-in type. If freestanding, the minimum lot size shall be 120,000 square feet.~~
- ~~(11) Small animal hospitals or kennels, provided that no outdoor runs shall be permitted.~~
- ~~(12) Outdoor table service for restaurants, with special permits renewable on an annual basis.~~
- ~~(13) Body and fender repair shop.~~
- ~~(14) Motor vehicle repair shop.~~
- ~~C. Accessory uses.~~
 - ~~(1) Off street parking and loading.~~
 - ~~(2) Garden houses and greenhouses.~~
 - ~~(3) Signs, subject to the requirements of § 108-165 of this Article.~~
 - ~~(4) Cafeteria and recreational facility for employees or clientele.~~
 - ~~(5) Fully enclosed storage and open storage of materials or equipment, provided that such storage shall be:~~

- ~~_____ (a) _____ At least 25 feet from any lot line.~~
- ~~_____ (b) _____ Not more than eight feet high.~~
- ~~_____ (c) _____ Suitably screened by a solid fence or other suitable means at least
_____ six feet in height.~~
- ~~_____ (d) _____ Trash compactors suitably screened from view.~~
- ~~_____ D. _____ Prohibited uses. Prohibited uses shall include: [Added 12-17-1996]~~
- ~~_____ (1) _____ Flea markets.~~

~~§ 108-162. Development standards.~~

- ~~_____ A. _____ Lot area. The minimum lot area shall be 40,000 square feet.~~
- ~~_____ B. _____ Lot width. The minimum lot width (frontage) shall be 150 feet.~~
- ~~_____ C. _____ Yards.~~
 - ~~_____ (1) _____ Front. The minimum front yard shall be 35 feet. No building, structure or
_____ parking shall be located in the front yard so provided.~~
 - ~~_____ (2) _____ Side. The minimum side yard shall be 20 feet.~~
 - ~~_____ (3) _____ Rear. The minimum rear yard shall be 25 feet.~~
- ~~_____ D. _____ Building area. The maximum building area shall be 17%.~~
- ~~_____ E. _____ Height. The maximum height of buildings and structures shall be 35 feet.~~

~~§ 108-163. Landscaping, screening and buffering.~~

- ~~_____ A. _____ Screening and buffering shall meet the minimum requirements of § 108-64.1 of
_____ this chapter. In addition, properties that are located adjacent to a noncommercial
_____ zone or an existing property shall provide a twenty-foot vegetative buffer between
_____ zones or properties.~~
- ~~_____ B. _____ Preservation of existing vegetation. Site plans for the development of property
_____ located in a Business E District shall include an indication of existing mature trees
_____ and other instances of unique, indigenous and/or significant vegetation and other
_____ natural features so as to ensure their preservation and thereby retain an open space
_____ environment which enhances the character of the Town.~~
- ~~_____ C. _____ Parking areas.~~
 - ~~_____ (1) _____ The visual impact of parking areas shall be softened by interrupting
_____ continuous rows of parking spaces with planting and by creating planted
_____ canopies over parking areas.~~

~~(2) Any open parking areas of 15 spaces or more shall be provided with internal landscaping covering not less than 10% of the total parking area.~~

~~(3) Landscaping shall be reasonably dispersed. Primary landscape materials shall be shade trees. Secondary materials may include shrubs and ground cover which shall compliment the tree planting and the surrounding natural environment.~~

§ 108-164. Access and parking requirements.

~~A. Parking. Off street parking and loading must conform to the parking schedule and §§ 108-60 and 108-61 of this chapter.~~

~~B. Access. No more than one access to the street shall be provided per lot. Shared access between properties will be required at the discretion of the Planning Board.~~

§ 108-165. Signage.

~~Signage shall meet the requirements of § 108-56, Signs, of this Zoning Ordinance.~~

§ 108-166. Additional requirements.

~~The Planning Board, under these provisions and the procedures set forth in the Subdivision Regulations of the Town of Riverhead, may require the following additional information as a basis for approving the condominium map of such subdivisions:~~

~~A. A complete site plan showing the location of all landscaping and other improvements, including dwelling units (with floor plans, elevations and sections of all buildings and structures).~~

~~B. The text of all filed restrictions on the use of the land and buildings, including the condominium agreement ads approved by the New York State Attorney General.~~

~~C. Any other information deemed by the Board to be necessary to a reasonable determination of the application.~~

- Overstrike represents deletion(s)

Dated: Riverhead, New York
April 6, 2010

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 286

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE
(Home occupation in accessory buildings)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the April 15, 2010 issue of the News-Review Newspaper, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; 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

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter ABSENT

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 200 Howell Avenue, Riverhead, New York on the 4th day of May, 2010 at 2:05 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

Chapter 108
ZONING

**ARTICLE III
Residence A-40 Zoning Use District**

§ 108-8. Uses.

In the RA-40 Zoning Use District, no building, structure or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

B. Specially permitted uses, by special permit of the Town Board.

- (1) Dwelling, two-family, with transferred development rights.
- (2) Overhead electrical power transmission and distribution lines in excess of 13 kilovolts.
- (3) Day-care facility conducted in a residence.
- (4) Nursery school conducted in a residence.
- (5) Home occupations or professions conducted within an accessory building by the residents thereof.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted is the following:

- (1) Home occupations or professions conducted within the dwelling by the residents thereof. ~~or in a building accessory thereto.~~

ARTICLE IV
Residence B-40 (RB-40) Zoning Use District

§ 108-12. Uses.

In the RB-40 Zoning Use District, no building, structure or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed or altered, unless otherwise provided in this chapter, except for the following permitted uses and specially permitted uses and their customary accessory uses:

- B. Specially permitted uses, by special permit of the Town Board.
 - (1) Dwelling, two-family.
 - (2) Day-care facility.
 - (3) Nursery school.
 - (4) Overhead electrical power transmission and distribution lines in excess of 13 kilovolts.
 - (5) Home occupations or professions conducted within an accessory building by the resident thereof.

- C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted is the following:
 - (1) Home occupations or professions conducted within the dwelling by the residents thereof. ~~or in a building accessory thereto.~~

ARTICLE V
Residence B-80 Zoning Use District

§ 108-16. Uses.

In the RB-80 Zoning Use District, no building, structure or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

- B. Specially permitted uses, by special permit of the Town Board.
 - (1) Bed-and-breakfast.
 - (2) Overhead electrical power transmission and distribution lines in excess of 13 kilovolts.
 - (3) Educational institution without boarding facilities or dormitories, private.
 - (4) Day-care facility conducted in a residence.
 - (5) Golf course (standard), with or without clubhouse.

- (6) An accessory dwelling unit with a maximum living area of 1,000 square feet on a lot of 10 acres or more, provided that the total number of dwelling units yielded by the original subdivision creating such lot is not exceeded.
 - (7) Professional offices of attorneys, architects, medical doctors, or dentists, provided that the subject real property conforms to the following conditions:
 - (a) The property is improved with a single-family residence at the time of the adoption of this Subsection B(7).
 - (b) The professional office use shall be within the building footprint of the existing single-family residence.
 - (c) The property has frontage along New York State Route 25 between Route 105 and the Town boundary with the Town of Southold.
- C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:
- (1) Home occupations or professions conducted within the dwelling by the residents thereof. ~~or in a building accessory thereto.~~
 - (2) The sale at retail of homegrown or homemade products, provided that all retail uses shall be subject to site plan approval pursuant to Article XXVI of the Riverhead Town CodeEN and the provisions of Chapter 108. The farmer may sell supporting farm products and farm products not grown by the farmer provided that the area devoted to the sale of said products at no time exceeds 40% of the total merchandising area.
 - (3) Agricultural worker housing pursuant to the requirements of § 108-64.1.

ARTICLE VA
Residence A-80 (RA-80) Zoning Use District

§ 108-20.2. Uses.

In the RA-80 Zoning Use District, no building, structure or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

- B. Specially permitted uses, by special use permit of the Town Board.
 - (1) Bed-and-breakfast.
 - (2) Overhead electrical power transmission and distribution lines in excess of 13 kilovolts.
 - (3) Educational institution without boarding facilities or dormitories, private.
 - (4) Day-care facility conducted in a residence.

- (5) Golf course (standard), with or without clubhouse.
- (6) An accessory dwelling unit on a lot of 10 acres or more with a maximum living area of 1,000 square feet, provided that the total number of dwelling units yielded by the original subdivision creating such lot is not exceeded.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

- (1) Home occupations or professions conducted within the dwelling by the residents thereof. ~~or in a building accessory thereto.~~
- (2) The sale at retail of homegrown or homemade products, provided that all retail uses shall be subject to site plan approval pursuant to Article XXVI of the Riverhead Town CodeEN and the provisions of Chapter 108. The farmer may sell supporting farm products and farm products not grown by the farmer, provided that the area devoted to the sale of said products at no time exceeds 40% of the total merchandising area.
- (3) Agricultural worker housing pursuant to the requirements of § 108-64.1.

ARTICLE VI

Agriculture Protection Zoning Use District (APZ)

§ 108-22. Uses.

In the APZ, no building, structure or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

B. Specially permitted uses, by special use permit of the Town Board.

- (1) Bed-and-breakfast.
- (2) Overhead electrical power transmission and distribution lines in excess of 13 kilovolts.
- (3) Kennel, commercial.
- (4) Educational institution without boarding facilities or dormitories, private.
- (5) Day-care facility conducted in a residence.
- (6) An accessory dwelling unit with a maximum living area of 1,000 square feet on a lot of 10 acres or more, provided that the total number of dwelling units yielded by the original subdivision creating such lot is not exceeded.
- (7) Professional offices of attorneys, architects, medical doctors, or dentists, provided that the subject real property conforms to the following conditions:

- (a) The property is improved with a single-family residence at the time of the adoption of this local law. EN
 - (b) The professional office use shall be within the building footprint of the existing single-family residence.
 - (c) The property has frontage along New York State Route 25 between Route 105 and the Town boundary with the Town of Southold.
- (8) Home occupations or professions conducted within an accessory building by the residents thereof.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot.

Specifically permitted are the following:

- (1) Home occupations or professions conducted within the dwelling by the residents thereof. ~~or in a building accessory thereto.~~
- (2) The sale at retail of homegrown or homemade products, upon a parcel of a minimum of seven acres, provided that all retail uses shall be subject to site plan approval pursuant to Article XXVI of the Riverhead Town Code and the provisions of Chapter 108. The farmer may sell supporting farm products and farm products not grown by the farmer, provided that the area devoted to the sale of said products at no time exceeds 40% of the total merchandising area.
- (3) Agricultural worker housing pursuant to the requirements of § 108-64.4.
- (4) Farm operations.

ARTICLE XXIV

Hamlet Residential (HR) Zoning Use District

§ 108-121. Uses.

In the HR Zoning Use District, no building, structure or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

B. Specially permitted uses, by special permit of the Town Board.

- 1) Bed-and-breakfast.
- (2) Day-care facility conducted in a residence.
- (3) Overhead electrical power transmission and distribution lines in excess of 13 kilovolts.
- (4) Nursery school when conducted in a residence.
- (5) Home occupations or professions conducted within an accessory building by the resident thereof.

- C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses when located on the same lot. Specifically permitted is the following:
- (1) Home occupations or professions conducted within the dwelling by the residents thereof . ~~or in a building accessory thereto.~~

- Underscore represents addition(s)
- Overstrike represents deletion(s)

Dated: Riverhead, New York
April 6, 2010

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

DIANE M. WILHELM, Town Clerk

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 287

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLUTION #		ABSTRACT #10-14 April 1, 2010 (TBM 04/06/10)			
offered the following Resolution which was seconded by					
FUND NAME				04/01/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1			71,307.49	71,307.49
POLICE ATHLETIC LEAGUE	4			2,875.00	2,875.00
RECREATION PROGRAM FUND	6			15,333.86	15,333.86
ECONOMIC DEVELOPMENT ZONE FUND	30			16.36	16.36
HIGHWAY FUND	111			7,546.39	7,546.39
WATER DISTRICT	112			4,193.49	4,193.49
STREET LIGHTING DISTRICT	116			22,914.81	22,914.81
AMBULANCE DISTRICT	120			540.45	540.45
EAST CREEK DOCKING FACILITY FU	122			9,035.90	9,035.90
WORKERS' COMPENSATION FUND	173			38,789.54	38,789.54
TOWN HALL CAPITAL PROJECTS	406			330.92	330.92
TRUST & AGENCY	735			200,000.00	200,000.00
CALVERTON PARK - C.D.A.	914			1,626.20	1,626.20
TOTAL ALL FUNDS				374,510.41	374,510.41

THE VOTE

Giglio [X]Yes []No Gabrielsen [X]Yes []No
Wooten [X]Yes []No Dunleavy [X]Yes []No

Walter ABSENT

The Resolution Was [X] Was Not []

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 287

PAYS BILLS

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLUTION #		ABSTRACT #10-12 March 18, 2010 (TBM 04/06/10)			
offered the following Resolution which was seconded by					
FUND NAME				03/04/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1			98,997.08	98,997.08
POLICE ATHLETIC LEAGUE	4			31.28	31.28
RECREATION PROGRAM FUND	6			877.5	877.5
NUTRITION SITE COUNCIL FUND	7			1,105.00	1,105.00
HIGHWAY FUND	111			10,486.30	10,486.30
WATER DISTRICT	112			25,596.11	25,596.11
RIVERHEAD SEWER DISTRICT	114			5,952.51	5,952.51
REFUSE & GARBAGE COLLECTION DI	115			360,262.75	360,262.75
STREET LIGHTING DISTRICT	116			1,473.29	1,473.29
PUBLIC PARKING DISTRICT	117			8,288.28	8,288.28
BUSINESS IMPROVEMENT DISTRICT	118			94.92	94.92
AMBULANCE DISTRICT	120			159,083.20	159,083.20
CALVERTON SEWER DISTRICT	124			333.54	333.54
RIVERHEAD SCAVANGER WASTE DIST	128			1,172.97	1,172.97
TOWN HALL CAPITAL PROJECTS	406			25,907.11	25,907.11
EISEP CAP PROJECT	454			625.02	625.02
TRUST & AGENCY	735			1,700,127.97	1,700,127.97

THE VOTE

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

Walter ABSENT

The Resolution Was Was Not

Thereupon Duly Declared Adopted

4/6/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 287

PAYS BILLS

Councilman Dunleavy offered the following resolution,

RESOLUTION # _____ ABSTRACT #10-13 March 25, 2010 (TBM 04/06/10)				
		which was seconded by Councilman Wooten		
		offered the following Resolution which was seconded by _____		
FUND NAME			03/25/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		999,443.22	999,443.22
RECREATION PROGRAM FUND	6		5,294.28	5,294.28
NUTRITION SITE COUNCIL FUND	7		1,639.50	1,639.50
ECONOMIC DEVELOPMENT ZONE FUND	30		3,319.09	3,319.09
HIGHWAY FUND	111		182,521.60	182,521.60
WATER DISTRICT	112		94,092.51	94,092.51
RIVERHEAD SEWER DISTRICT	114		54,222.50	54,222.50
REFUSE & GARBAGE COLLECTION DI	115		6,307.29	6,307.29
STREET LIGHTING DISTRICT	116		9,338.11	9,338.11
BUSINESS IMPROVEMENT DISTRICT	118		2.00	2.00
AMBULANCE DISTRICT	120		4,033.50	4,033.50
EAST CREEK DOCKING FACILITY FU	122		98.72	98.72
CALVERTON SEWER DISTRICT	124		2,243.42	2,243.42
RIVERHEAD SCAVANGER WASTE DIST	128		23,373.98	23,373.98
WORKERS' COMPENSATION FUND	173		22,086.90	22,086.90
RISK RETENTION FUND	175		35,000.00	35,000.00
CDBG CONSORTIUM ACOUNT	181		1,097.86	1,097.86
RESTORE GRANT PROGRAM	184		7,500.00	7,500.00
TOWN HALL CAPITAL PROJECTS	406		85,453.55	85,453.55
WATER DISTRICT CAPITAL PROJECT	412		8,857.63	8,857.63
RIVERHEAD SEWER CAPITAL PROJEC	414		12,215.85	12,215.85
YOUTH SERVICES CAP PROJECT	452		13.20	13.20
TRUST & AGENCY	735		1,334,756.90	1,334,756.90
COMMUNITY PRESERVATION FUND	737		1,067.50	1,067.50
TOTAL ALL FUNDS			2,893,979.11	2,893,979.11

THE VOTE

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

Walter ABSENT

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution #288

DETERMINES ZONING COMPLIANCE FOR PROPOSED STORAGE BUILDING EXPANSION FOR THE JAMESPORT FIRE DISTRICT FIREHOUSE AND EXEMPTS PROJECT FROM SET BACKS AND SITE PLAN REVIEW

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, a survey dated _____ by Nathan T. Corwin, L.S. showing the proposed expansion of an equipment storage building located on the Jamesport Fire Department’s property at the east side of Manor Lane, Jamesport, was submitted to the Town Board on behalf of the Jamesport Fire District the firehouse located on Manor Lane in Jamesport and associated site improvements on real property, known and designated as Suffolk County Tax Map Numbers 0600-
, and

WHEREAS, together with the survey, the Jamesport Fire District has submitted a short form environmental assessment (EAF) supporting the application, and

WHEREAS, the Fire District has declared itself “lead agency” on the project and determined that the project will not have any significant adverse impacts on the natural and social environments,

WHEREAS, the Town, was included as “interested” agency pursuant to SEQRA, has received and reviewed the EAF and concurs with the determinations of the Fire District, and

WHEREAS, the properties lie within the Hamlet Center zoning use district, and

WHEREAS, §108-54 of the Town Code of the Town of Riverhead states as follows:

“Municipal buildings and hospitals shall be permitted in all districts, provided that such buildings shall conform to all other provisions of this chapter for the

district in which located”, and

WHEREAS, the Planning Department and the Town’s consulting engineer have expeditiously reviewed the survey dated _____, as prepared by Nathan T. Corwin, LS and has not recommended any changes to the plan; and

WHEREAS, the Town Board has completed the required eight step balancing test set forth in the case “In the Matter of the County of Monroe, 72 NY2d 338 and In Nanuet First Engine Co. No. 1 v. Arnold Amster, 1998 NY Slip. Op. 98387” and, based upon application of that balancing test (which initially assumes that the Town’s regulations *do* apply), has determined that the applicant complies with zoning and that it shall be exempt from set back requirements of the HC Zoning Use District and shall not be subjected to formal site plan review by the Town of Riverhead Planning Board; and

WHEREAS, in applying the balancing test to the zoning and site plan requirements set forth in the Town Code, the Town Board determined as follows:

The nature and scope of the instrumentality seeking the exemption is the Riverhead Fire District;

There is a great public interest to be served by permitting the expansion of the storage building since 1) the fire department requires additional space to accommodate new equipment.

The Town’s Planning Department and consulting engineer have expeditiously conducted an informal review, have analyzed the proposed plan carefully and have determined that there the health, safety and welfare of the residents of the Town will not be compromised by the construction of the storage building expansion as proposed with the minor amendments suggested by the Planning Department and the Town’s consulting engineer;

The impact upon the legitimate local interests, including, but not limited to aesthetics, traffic, drainage and possible impacts on adjoining uses is served by the construction of the firehouse building as proposed;

Adequate intergovernmental participation by the Fire District with the Town and its Planning Department and engineering consultant together with the subsequent review of the Building Department for conformity to New York State Building Construction Code requirements will allow for the construction of the storage building ensuring the proper planning and layout of the site to promote the health, safety and welfare of the community;

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

required by the “Monroe balancing test”; and

WHEREAS, this Town Board has reviewed the site plan and elevations aforementioned, and

RESOLVED, that based upon the foregoing, the Town Board finds that the applicant is compliant with the applicable zoning law and exempts the project from rear yard set back requirements and formal site plan review subject to the following conditions:

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

1. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk’s Office and filed with the Riverhead Town Clerk;
2. That compliance with the “Dark Skies” requirement set forth in Chapter of the Town Code of the Town of Riverhead is required.
3. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, “Trash, Rubbish and Refuse Disposal,” and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
4. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
5. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, “No Parking, Handicap Only,” and the universal symbol affixed thereto. Further, by execution and filing of this document, Riverhead Fire District hereby authorizes and consents to the Town of Riverhead to enter the subject premises, to enforce said handicapped parking regulations;
6. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
7. That all new utilities shall be constructed underground;

Town Attorney: ratify extension of bid for food/seniors/purchasing

8. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
9. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen; and be it further
10. That the applicant shall be subject to the applicable provisions of Chapter 52 including, the requirement to apply for a building permit as well as the payment of all required fees should same be required.
11. That no building permit shall issue prior to the recordation of the Covenants and Restrictions outlined in this resolution.

AND BE IT FURTHER,

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Nathan T. Corwin, LS, Frank Yakaboski, Esq., the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter ABSENT

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
Resolution # 289

**AUTHORIZES SYSTRA TO PROCEED WITH PROFESSIONAL SERVICES FOR
THE CONSTRUCTION OF THE CALVERTON RAIL REHABILITATION**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the New York State Empire State Development Corporation (ESD) announced the availability of \$35 million through the Downstate Regional Blueprint Fund to support projects that help attract businesses, improve commerce and revitalize local economies; and

WHEREAS, the Town Board desires to foster the continued development of infrastructure at the Calverton Enterprise Park site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, in furtherance of development of infrastructure at the Calverton Enterprise Park, the Town of Riverhead applied for and received funding from ESD for the Town of Riverhead Calverton Rail Access Rehabilitation project; and

WHEREAS, the Town Board authorized the acceptance of a Downstate Regional Blueprint Fund Project Award from ESD in the amount of \$650,000 towards the Calverton Rail Access Rehabilitation Project;

WHEREAS, the funding associated with the Downstate Regional Blueprint Fund is limited to 20% of project cost and is through a reimbursement program, not a grant program, thus the Town of Riverhead will pay project costs first then request reimbursement of eligible costs from ESD; and

WHEREAS, on February 11, 2010, the Town Board adopted Resolution No. 111 entitled, "Awards Calverton Rail Access Rehabilitation Contract" that awarded the construction bid for the above mentioned project to Railroad Construction Co., Inc.;

WHEREAS, the Town of Riverhead wishes to proceed with the reconstruction of the Calverton Rail Spur; and

WHEREAS, use of a rail planning consultant will expedite the delivery of the project; and

WHEREAS, SYSTRA has submitted the attached proposal to perform the rail planning consultant services for the reconstruction of the Calverton Rail Spur.

NOW, THEREFORE, BE IT RESOLVED, SYSTRA be and is hereby authorized to proceed with the attached rail planning consultant services proposal not to exceed \$40,000; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Accounting Department to issue a Town of Riverhead Purchase Order not to exceed the amount listed above; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Supervisor to enter into a Town of Riverhead Consultant/Professional Services Agreement with SYSTRA subject to review and approval by the Town Attorney; 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

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

SYSTRA Logistics and Planning Proposal to Support the Town of Riverhead's Calverton Spur Rail Rehabilitation at Enterprise Park at Calverton (EPCAL).

Scope of the Assignment

In consultation with the Town of Riverhead's Community Development and Engineering Department, Brian Dolan of SYSTRA will provide planning and logistics support services for the rehabilitation of the 3.5 mile Calverton rail spur at EPCAL.

Elements of the Scope Assignment

- **Task One:** Coordinate a Third Party Agreement between New York & Atlantic Railway and the Town of Riverhead that will identify the requirements for the New York & Atlantic Railway to operate freight services to EPCAL.
- **Task Two:** Coordinate plans between the Town of Riverhead, New York State Department of Transportation and the MTA Long Island Rail Road to install at Mainline turn out (switch) that will allow the delivery of freight service to EPCAL freight users.
- **Task Three:** Coordinate project briefings for Long Island opinion leaders on the purpose of project and status of the work.
- **Task Four:** Coordinate project status briefings with tenants at EPCAL and potential freight users.
- **Task Five:** Coordinate project status briefings for local elected and state-wide officials.

Assignment Timeline

- Once approved by Riverhead officials, work starts within one week of approval with one preparatory meeting with Riverhead officials (2 hours).

Fee Structure

- Brian Dolan's hourly fee for this assignment is \$210.00 an hour. Hours required for each task:
 - Task One—32 hours
 - Task Two—24 hours
 - Task Three—20 hours
 - Task Four—20 hours
 - Task Five-- 24 hours

The total cost of labor for this proposed project is \$25, 320. If the Town of Riverhead requires additional tasks to be performed all work will be capped at \$40,000.

Terms and Conditions

Work performed is subject to a signed, mutually agreeable contract. At that time, all costs including any other direct costs, will be identified and agreed upon by both the Town of Riverhead and SYSTRA Consulting.

