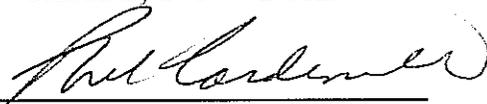


WAIVER OF NOTICE AND CONSENT  
OF SPECIAL MEETING

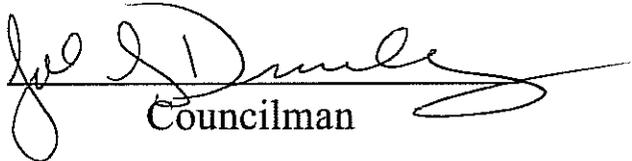
We, the Undersigned, being all members of the Riverhead Town Board of the Town of Riverhead, County of Suffolk, and State of New York, do hereby waive notice of the time, place, date and purpose of a meeting of the Town Board of the Town of Riverhead, to be held at the Town Hall, Riverhead, New York at 12:00 p.m. on the 23rd day of July, 2009 and do consent to the holding of such meeting for the purpose of:

Dated: July 23, 2009  
Media Notified by  
Supervisor

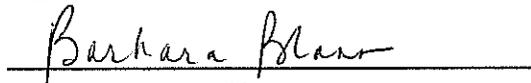
TOWN BOARD MEMBERS  
of Riverhead, New York



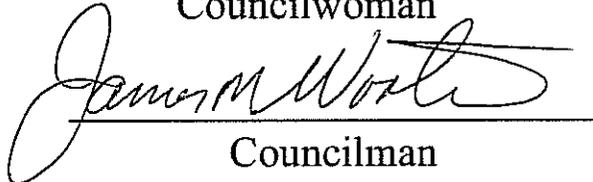
Supervisor



Councilman



Councilwoman



Councilman

  
Councilman

# **TOWN OF RIVERHEAD**

## **TOWN BOARD SPECIAL MEETING**

**July 23, 2009**

The Town Clerks Office is responsible for assigning the Councilpersons' names to each resolution without any particular preference to content.

### **PUBLIC COMMENT ON ANY TOWN BOARD RESOLUTION**

- Res. #739 Resolution to Ratify Authorization for the Supervisor to Execute a License Agreement with National Oceanic and Atmospheric Administration (NOAA) to Allow NOAA to Conduct a Study Relating to Bio-Transformations of Plankton Floating in East Creek**
- Res. #740 Authorizes the Reduction of the Site Plan Security of Jason's Vineyard, Inc.**

Adopted

Special Town Board Meeting  
7/23/09

TOWN OF RIVERHEAD

Resolution # 739

**RESOLUTION TO RATIFY AUTHORIZATION FOR THE SUPERVISOR TO  
EXECUTE A LICENSE AGREEMENT WITH NATIONAL OCEANIC AND  
ATMOSPHERIC ADMINISTRATION (NOAA) TO ALLOW NOAA TO CONDUCT A  
STUDY RELATING TO BIO-TRANSFORMATIONS OF PLANKTON  
FLOATING IN EAST CREEK**

Councilwoman Blass offered the following resolution, was seconded by

Councilman Dunleavy:

**WHEREAS**, the National Oceanic and Atmospheric Administration, a division of the United States Department of Commerce (NOAA) and National Marine Fisheries Service, acting under the auspices of NOAA, seeks to quantify the effects of commercial shellfish-farming practices upon key-water quality parameters in the ecosystem of East Creek, Jamesport, New York; and

**WHEREAS**, the NOAA seeks to sample seaweed and particulate solids in surface water, plant sediment traps in affected and control sites to collect bio-deposits for an analyses and various other sampling programs to be conducted around the clock to cover all tides during the shellfish growing season; and

**WHEREAS**, NOAA has determined that the area of East Creek, particularly the area near the Aeros FLUPSY system used in the cultivation of oysters, scallops and hard clams, is an ideal location for gathering information critical to the study; and

**WHEREAS**, NOAA will provide the Town of Riverhead with all results of the study, provide copies of all articles published in scientific literature from the study, and if requested, to present the educational material to the Town or public audience to explain the research and its relevance to Riverhead's ecosystem; and

**WHEREAS**, it is in the best interest of the residents of the Town of Riverhead to encourage such study of this eco-system to determine the benefits to the coastal and marine ecosystem related to aquaculture activities within the Township;

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor is hereby authorized to

execute the attached License Agreement with NOAA; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to NOAA, 212 Rogers Avenue, Milford, Connecticut 06460-6478; 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.

WOOTEN  YES \_\_\_ NO     DUNLEAVY  YES \_\_\_ NO

BLASS  YES \_\_\_ NO

CARDINALE  YES \_\_\_ NO

THIS RESOLUTION  IS \_\_\_ IS NOT  
DECLARED DULY ADOPTED

## LICENSE AGREEMENT

License ("License"), made this \_\_\_ day of \_\_\_\_\_, 2009, by and between the Town of Riverhead ("Licensor") having an address at 200 Howell Avenue, Riverhead, New York 11901 and National Oceanic and Atmospheric Administration ("NOAA"), a division of the United States Department of Commerce, having an address at 212 Rogers Avenue, Milford, Connecticut 06460-6478.

### W I T N E S S E T H :

WHEREAS, NOAA wishes to utilize upstream and downstream sampling locations in East Creek Marina, near the estuary containing the Aeros oyster nursery in Jamesport, for the purpose of sampling for seaweed and particulate solids in surface water, plant sediment traps in affected and control sites to collect bio-deposits for analyses and various other sampling programs to be conducted around the clock to cover all tides during the shellfish growing season. Said programs will include the maintenance of an easy-up tent to serve as protection from the sun and the suspension of small plastic bags from floats attached to the FLUPSY dock for the purpose of collecting seawater samples. There will be two vehicles on the site for the purpose of delivering time-sensitive samples; and

WHEREAS, the Town of Riverhead wishes to grant the Licensor the right to conduct the study 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 take samples of seaweed and particulate solids in surface water, plant sediment traps in affected and control sites to collect bio-deposits

for analysis and various other sampling devices and techniques to quantify bio-transformations of plankton and key nutrients by cultured oysters in the estuary containing the Aeros oyster nursery and the FLUPSY system in place at East Creek, Jamesport, New York.

2. Term of the License. The term of this License (the "term") shall commence on July 21, 2009 and shall end on December 31, 2009.

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

4. License Fee. There shall be no fee for the grant of this License predicated on the condition that the purpose and scope of this License Agreement is to permit scientific study and results of said study, including but not limited to all information and data, regardless of form, generated in the performance of, or delivered under, this License Agreement, shall be for educational purposes only, and Licensee shall not sell or transfer the rights to the information for monetary fee.

5. Use of License Property. Licensee agrees to utilize the licensed properties exclusively for the purpose of conducting a study associated with the oyster-nursery culture and to provide the Town of Riverhead with all results of the study, provide copies of all articles published in scientific literature from the study and, if requested, present the educational material to the Town or public audience to explain the research and its relevance to Riverhead's ecosystem.

6. Insurance. Licensee shall carry Comprehensive General Liability Insurance and submit proof of insurance to cover all individuals and activities required to conduct the research and study and, if applicable, worker's compensation insurance. Licensee hereby indemnifies and hold harmless against any and all claims, actions or

demands against the Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including attorney's fees, arising out of the acts or omissions of Licensee under this Agreement.

7. Repair, Maintenance and Inventory of Licensed Property.

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

b) The Licensee shall not be permitted to alter the licensed property 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, directly 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's fees and expenses), arising from or in connection with the use of the licensed property.

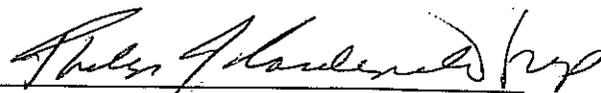
10. Notices. Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor at 200 Howell Avenue, Riverhead, New York. If such notice is directed to Licensee, it shall be addressed to P.O. Box 924, Southold, New York 11971.

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 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: Philip J. Cardinale, Supervisor

NATIONAL OCEANIC AND  
ATMOSPHERIC ADMINISTRATION

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By: Gary H. Wikfors, PhD,  
Biotechnology Branch Chief

Adopted

TOWN OF RIVERHEAD

Resolution # 740

**AUTHORIZES THE REDUCTION OF THE SITE PLAN SECURITY OF JASON'S VINEYARD, INC.**

Councilman Dunleavy offered the following resolution, was seconded by Councilman Wooten:

**WHEREAS**, pursuant to Resolution #740 dated August 7, 2007, the Riverhead Town Board accepted a North Fork Bank Certificate of Deposit #4230049993 in the sum of Two Hundred Nine Thousand Dollars (\$209,000.00) from John Damianos of Jason's Vineyard, Inc. representing improvements to be completed at 1785 Main Road, Jamesport, New York, further described as Suffolk County Tax Map #0600-69-2-23; and

**WHEREAS**, pursuant to Site Plan Memorandum dated July 21, 2009, Vincent A. Gaudiello, P.E., Town Engineer, has determined that a substantial portion of the improvements has been completed and has further recommended that the security posted be reduced to the amount of \$62,000.00.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby approves the reduction of the security posted from Jason's Vineyard, Inc. to the amount of \$62,000.00; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Jason Damianos, 1785 Main Road, Jamesport, New York, 11947 and Capital One Bank, P.O. Box 1559, Mattituck, New York, 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**

Wooten  Yes  No  
Dunleavy  Yes  No      Blass  Yes  No  
Cardinale  Yes  No

The Resolution Was  Was Not

THEREFORE DULY ADOPTED