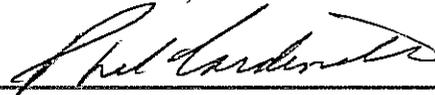


WAIVER OF NOTICE AND CONSENT  
OF SPECIAL MEETING

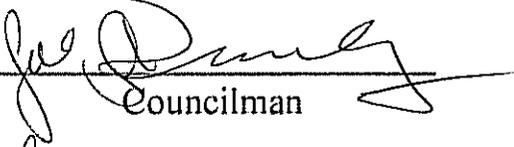
We, the Undersigned, being all members of the Riverhead Town Board of the Town of Riverhead, County of Suffolk, and State of New York, do hereby waive notice of the time, place, date and purpose of a meeting of the Town Board of the Town of Riverhead, to be held at the Town Hall, Riverhead, New York at 12:00 p.m. on the 5th day of November, 2009 and do consent to the holding of such meeting for the purpose of (see attached):

Dated: November 5th, 2009  
Media Notified by  
Supervisor

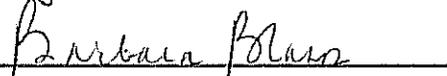
TOWN BOARD MEMBERS  
of Riverhead, New York



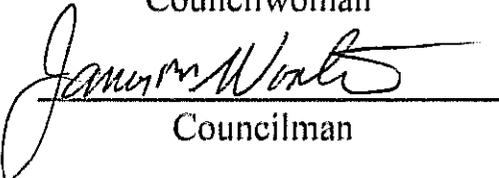
Supervisor



Councilman



Councilwoman



Councilman

\_\_\_\_\_  
Councilman

- Res. #1029 Appoints Councilman to the Riverhead Town Board
- Res. #1030 Adopts a Local Law to Amend Chapter 108 Entitled "Zoning" of the Riverhead Town Code (§108-201. – Designation of Empire Zone Plan and Boundaries
- Res. #1031 Authorizes the Town Clerk to Publish and Post the Attached Notice to Bidders for the George Young Community Center Cupola Restoration Project
- Res. #1032 Authorizes the Supervisor to Execute Agreement with E.W. Howell General Contractors and Construction Management Acting as Contractor for the Suffolk County Department of Public Works for Fire Marshal Services for the Reconstruction of a Portion of County Road 58
- Res. #1033 Authorizes Execution of Agreement with the Suffolk County Department of Economic Development for Administration of the Empire Zone Program

WITHDRAWN 11.05.09

TOWN OF RIVERHEAD

Resolution # 1026

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE**  
**(\$108-201. -Designation of Empire Zone plan and boundaries.)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Suffolk County/Town of Riverhead Empire Zone Board has recommended a boundary amendment of the existing Empire Zone into [seven] "distinct and contiguous areas" by transferring 20 acres of Empire Zone to the Town of Huntington to create a new subzone area known as "Subzone 7" for the purpose of providing Empire Zone benefit to Canon, U.S.A. so that they may locate their new headquarters in Melville; and

**WHEREAS**, the Town Board has determined that the that the transfer of 20 acres of undevelopable lands from the current 1137 acres of Empire Zone acreage will not impact the redevelopment of the EPCAL; and

**WHEREAS**, the Town Board is in receipt of an EAF for the proposed action; and

**WHEREAS**, the Town Board hereby declares itself "lead agency" pursuant to 6 NYCRR Part 617.7 and determines the action to be a Type II action pursuant to 6 NYCRR Part 617.5 (c)(27) and that an environmental impact statement need not be prepared; and

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

**WHEREAS**, a public hearing was held on the 6<sup>th</sup> day of October, 2009 at 2:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

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

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

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

### THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

11.05.09

Councilman John Dunleavy offered to UNTABLE this resolution, Councilman James Wooten seconded the resolution. THE VOTE: Wooten, yes; Dunleavy, yes; Blass, yes, Cardinale, yes. The Resolution is UNTABLED.

Councilman John Dunleavy then offered the resolution to be WITHDRAWN. Councilman Jim Wooten seconded. THE VOTE: Wooten, yes; Dunleavy, yes; Blass, yes; Cardinale, yes. The resolution is WITHDRAWN.

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on November 4, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

ARTICLE XXXIX

Chapter 108

ZONING

**Economic Development Zone**

**§ 108-201. Designation of Empire Zone plan and boundaries.**

The Economic Development Zone is described by ~~Graphic Information Systems~~ coordinates, Geographic Information System, NYS SPF North American Datum 1983 coordinates, Suffolk County Tax Map Numbers or metes and bounds as follows:

A. Calverton Property (known as EPCAL Subzone Area 1) description by GIS coordinates:

<u>X Coordinate</u>	<u>Y Coordinate</u>
2330851.50000	253393.15625
2330836.25000	253604.45313
2331513.75000	254402.37500
2332410.48862	255458.36006
2332633.63506	255721.14938
2332605.54340	255771.43754
2332576.20940	255814.37154
2332534.30340	255865.68279
2332517.47878	255881.63813
2332154.15169	256203.60129
2332069.70714	256278.43203
2331570.57065	256718.60179
2331335.90140	256931.08904
2331288.47765	256978.49104
2331265.79690	257015.58804
2331244.49065	257068.48579
2331208.75090	257195.57804
2331184.87147	257283.24308
2331951.35962	257493.33397
2332538.26250	257620.18577
2334438.81409	257918.29808
2334604.34780	257946.98246

<del>2334953.20329</del>	<del>258007.43362</del>
<del>2335174.69619</del>	<del>258015.15435</del>
<del>2335555.73290</del>	<del>258028.43640</del>
<del>2336529.73010</del>	<del>258062.38767</del>
<del>2338049.48308</del>	<del>258100.76863</del>
<del>2338243.24996</del>	<del>256018.48439</del>
<del>2338570.25002</del>	<del>256052.48439</del>
<del>2338622.50000</del>	<del>255656.74999</del>
<del>2339225.75000</del>	<del>255724.00000</del>
<del>2339734.50000</del>	<del>255780.79688</del>
<del>2340247.00000</del>	<del>255838.00000</del>
<del>2340285.84944</del>	<del>255492.51981</del>
<del>2340431.00000</del>	<del>254194.00000</del>
<del>2340164.00000</del>	<del>254161.00000</del>
<del>2340221.00000</del>	<del>253661.00000</del>
<del>2341929.75000</del>	<del>253865.98438</del>
<del>2342069.58255</del>	<del>252662.65218</del>
<del>2342165.72867</del>	<del>251835.26457</del>
<del>2342132.37929</del>	<del>251724.91678</del>
<del>2341762.51413</del>	<del>251319.55897</del>
<del>2341344.58765</del>	<del>250861.52783</del>
<del>2341088.77123</del>	<del>250581.16300</del>
<del>2332958.76928</del>	<del>257484.71998</del>
<del>2332569.76007</del>	<del>257422.68158</del>
<del>2332004.24926</del>	<del>257300.45399</del>
<del>2331744.64314</del>	<del>257229.29714</del>
<del>2332809.46299</del>	<del>256325.10984</del>
<del>2332987.00000</del>	<del>256137.25000</del>
<del>2339430.50000</del>	<del>250665.67188</del>
<del>2339131.75000</del>	<del>250554.60938</del>
<del>2337651.00000</del>	<del>250579.79688</del>
<del>2335188.00000</del>	<del>252429.81250</del>
<del>2333881.50000</del>	<del>252429.81250</del>
<del>2333912.50000</del>	<del>251989.42188</del>
<del>2333979.87796</del>	<del>251026.34888</del>
<del>2333530.00000</del>	<del>250998.29688</del>
<del>2333131.25000</del>	<del>250970.65625</del>
<del>2332665.03946</del>	<del>250913.94260</del>
<del>2332195.00000</del>	<del>250856.75000</del>
<del>2331590.25000</del>	<del>250780.96875</del>
<del>2331485.62688</del>	<del>250773.43861</del>
<del>2331338.75000</del>	<del>251027.78125</del>
<del>2331023.01125</del>	<del>251027.78125</del>
<del>2331014.50000</del>	<del>251113.78125</del>

-Containing within said area a total of 1137 acres

<u>EPCAL</u>	
<u>X Coordinate</u>	<u>Y Coordinate</u>
<u>1,319,130.8663</u>	<u>273,914.9444</u>
<u>1,320,155.8527</u>	<u>274,894.2136</u>
<u>1,319,687.7539</u>	<u>275,289.1535</u>
<u>1,319,600.2841</u>	<u>275,283.1733</u>
<u>1,319,539.0112</u>	<u>275,280.6717</u>
<u>1,319,392.4871</u>	<u>275,149.4589</u>
<u>1,319,470.8474</u>	<u>275,067.1631</u>
<u>1,319,288.7062</u>	<u>274,895.0737</u>
<u>1,319,363.6379</u>	<u>274,739.6408</u>
<u>1,319,305.5746</u>	<u>274,504.5322</u>
<u>1,319,198.3820</u>	<u>274,421.2057</u>
<u>1,319,146.3254</u>	<u>274,476.7976</u>
<u>1,318,893.1378</u>	<u>274,463.4790</u>
<u>1,318,782.7696</u>	<u>274,577.3081</u>
<u>1,318,631.1321</u>	<u>274,434.9647</u>
<u>1,318,740.0393</u>	<u>273,914.9588</u>
<u>1,318,248.7838</u>	<u>273,914.9578</u>
<u>1,318,279.5977</u>	<u>273,474.3485</u>
<u>1,318,324.7976</u>	<u>272,827.9137</u>
<u>1,318,347.2851</u>	<u>272,506.2581</u>
<u>1,317,897.2510</u>	<u>272,483.4193</u>
<u>1,317,828.5165</u>	<u>272,482.1142</u>
<u>1,317,796.6565</u>	<u>272,481.1952</u>
<u>1,317,697.4407</u>	<u>272,476.3770</u>
<u>1,317,601.1498</u>	<u>272,468.1476</u>
<u>1,317,497.9217</u>	<u>272,456.9284</u>
<u>1,316,501.0016</u>	<u>272,333.7786</u>
<u>1,315,876.5004</u>	<u>272,257.3388</u>
<u>1,315,717.4174</u>	<u>272,532.8834</u>
<u>1,315,387.0980</u>	<u>272,532.8829</u>
<u>1,315,264.9727</u>	<u>274,240.2698</u>
<u>1,315,219.2898</u>	<u>274,878.9524</u>
<u>1,315,204.2659</u>	<u>275,090.4890</u>
<u>1,315,443.1482</u>	<u>275,371.8177</u>
<u>1,315,879.9671</u>	<u>275,882.5387</u>

<u>1,316,779.9863</u>	<u>276,942.4606</u>
<u>1,317,007.4835</u>	<u>277,213.4238</u>
<u>1,316,883.2580</u>	<u>277,362.9811</u>
<u>1,316,665.3838</u>	<u>277,557.0483</u>
<u>1,315,702.1122</u>	<u>278,411.2826</u>
<u>1,315,654.6887</u>	<u>278,458.6851</u>
<u>1,315,632.0081</u>	<u>278,495.7826</u>
<u>1,315,610.7020</u>	<u>278,548.6809</u>
<u>1,315,574.9621</u>	<u>278,675.7747</u>
<u>1,315,551.0826</u>	<u>278,763.4408</u>
<u>1,316,317.5615</u>	<u>278,973.5352</u>
<u>1,316,904.4574</u>	<u>279,100.3893</u>
<u>1,318,804.9865</u>	<u>279,398.5080</u>
<u>1,318,970.5182</u>	<u>279,427.1928</u>
<u>1,319,319.3694</u>	<u>279,487.6451</u>
<u>1,319,540.8598</u>	<u>279,495.3663</u>
<u>1,319,921.8923</u>	<u>279,508.6489</u>
<u>1,320,895.8783</u>	<u>279,542.6019</u>
<u>1,322,416.3391</u>	<u>279,570.0917</u>
<u>1,322,611.2636</u>	<u>277,624.5498</u>
<u>1,322,931.8432</u>	<u>277,642.4775</u>
<u>1,322,989.5641</u>	<u>277,141.9097</u>
<u>1,323,583.0261</u>	<u>277,206.6093</u>
<u>1,324,094.4370</u>	<u>277,262.3713</u>
<u>1,324,608.7961</u>	<u>277,318.4560</u>
<u>1,324,651.4708</u>	<u>276,928.4446</u>
<u>1,324,789.0116</u>	<u>275,671.4385</u>
<u>1,324,525.2126</u>	<u>275,641.8754</u>
<u>1,324,580.9438</u>	<u>275,145.0680</u>
<u>1,326,290.7586</u>	<u>275,343.9800</u>
<u>1,326,417.3365</u>	<u>274,156.1901</u>
<u>1,326,510.9150</u>	<u>273,278.0628</u>
<u>1,326,493.3946</u>	<u>273,202.8848</u>
<u>1,326,493.7154</u>	<u>273,199.8136</u>
<u>1,326,128.6437</u>	<u>272,799.7094</u>
<u>1,325,710.7240</u>	<u>272,341.6724</u>
<u>1,325,454.9116</u>	<u>272,061.3040</u>
<u>1,317,324.9599</u>	<u>278,964.9226</u>
<u>1,316,935.9554</u>	<u>278,902.8830</u>

<u>1,316,370.4514</u>	<u>278,780.6530</u>
<u>1,316,110.8482</u>	<u>278,709.4950</u>
<u>1,317,354.1536</u>	<u>277,622.4266</u>
<u>1,318,998.4025</u>	<u>276,226.1944</u>
<u>1,319,796.8447</u>	<u>275,548.1881</u>
<u>1,323,797.7284</u>	<u>272,150.8044</u>
<u>1,323,498.7627</u>	<u>272,039.7401</u>
<u>1,322,018.1726</u>	<u>272,064.9243</u>
<u>1,320,368.7822</u>	<u>273,303.8589</u>
<u>1,319,555.2647</u>	<u>273,914.9288</u>
<u>1,319,130.8663</u>	<u>273,914.9444</u>

Containing within said area a total of 1117 acres

E. Wyandanch Property (known as Subzone Area 6) described by ~~Graphic Information System Coordinates: metes and bounds:~~ **Geographic Information System, NYS SPF North American Datum 1983 coordinates:** All that certain plots, pieces and/or parcels of land situate, lying and being in Wyandanch in the Town of Babylon, County of Suffolk and State of New York, said land being more particularly bounded and described generally accordingly as follows:

~~-BEGINNING at a point, said point being on the northerly side of Irving Ave and the S/E/C of SCTM Lot 0100-058-01-62;—~~

~~—RUNNING THENCE, westerly along the northerly side of Irving Ave to the intersection of the northerly side of Irving Ave and the easterly side of Straight Path to a point, said point being the S/W/C of SCTM Lot 0100-058-01-62;—~~

~~—THENCE, northerly along the easterly side of Straight Path to a point, said point being the N/W/C of SCTM Lot 0100-058-01-63;—~~

~~—THENCE, westerly and diagonally across Straight Path to a point, said point being the S/E/C of SCTM Lot 0100-056-03-69.001;—~~

~~—THENCE, westerly and northerly along the southern and western property lines of SCTM Lot 0100-056-03-69.001 to a point on the southerly side of Garden City Ave;—~~

~~—THENCE, northerly across Garden City Ave to a point, said point being on the northern side of Garden City Ave.—~~

~~—THENCE, westerly along the northerly side of Garden City Ave to a point, said point being the intersection of the northerly side of Garden City Ave and the easterly side of North 18th Street and being the S/W/C of SCTM Lot 0100-056-03-58;—~~

~~—THENCE, northerly along the easterly side of North 18th Street to a point, said point being the intersection of the southerly side of Long Island Ave and the easterly side of North 18th Street and being the N/W/C of SCTM Lot 0100-056-03-73;—~~

~~—THENCE, easterly along the southerly side of Long Island Ave to a point, said point being the northern intersection of the southerly side of Long Island Ave and the westerly side of Straight Path and being the N/E/C of SCTM Lot 0100-057-01-39;—~~

~~THENCE, northerly and diagonally across Long Island Ave, across The Long Island Railroad, across SCTM Lot 0100-039-04-52 and across Merritt Ave to a point, said point being the intersection of the northerly side of Merritt Ave and the easterly side of North 15th Street and being the S/W/C of SCTM Lot 0100-040-01-60;~~

~~THENCE, northerly along the easterly side of North 15th Street to a point, said point being the N/W/C of SCTM Lot 0100-040-01-59.001;~~

~~THENCE, easterly along the northerly property lines of SCTM Lots 0100-040-01-59.001 & 64 to the westerly side of N. 14th Street to a point, said point being the N/E/C of SCTM Lot 0100-040-01-64;~~

~~THENCE, southerly along the westerly side of North 14th Street to a point, said point being the intersection of the westerly side of North 14th Street to the northerly side of Merritt Ave and being the S/E/C of SCTM Lot 0100-040-01-63;~~

~~THENCE, southerly, diagonally and parallel to the northerly crossing of Long Island Ave, Merritt Ave, and SCTM Lot 0100-039-04-52 to a point on the southerly side of Long Island Ave and the northern property line of SCTM Lot 0100-057-01-33.001;~~

~~THENCE, easterly along the southerly side of Long Island Ave to a point, said point and the intersection of the southerly side of Long Island Ave and the westerly side of Woodland Road and being the N/E/C of SCTM Lot 0100-057-01-33.001;~~

~~THENCE, easterly, diagonally across the intersection of Long Island Ave, Woodland Road and Grand Boulevard to a point on the southerly side of Long Island Ave, said point being the N/W/C of SCTM lot 0100-057-01-1;~~

~~THENCE, easterly along the southerly side of Long Island Ave to a point, said point being on the north property line of SCTM Lot 0100-057-02-1 and 40'+\ west of the N/W/C of SCTM Lot 0100-057-02-2;~~

~~THENCE, northerly and diagonally across Long Island Ave, The Long Island Railroad and Main Ave to a point on the northern side of Main Ave to a point, said point being the S/W/C of SCTM Lot 0100-040-02-14;~~

~~THENCE, running clockwise around the western, northern and eastern property lines of SCTM Lot 0100-040-02-14 five distances; northerly 582'+\, easterly 198'+\, northerly 191'+\, easterly 162'+\ and finally southerly 801'+\ to the S/E/C of SCTM Lot 0100-040-02-14 and northerly side of Main Ave;~~

~~THENCE, westerly along the northerly side of Main Ave 281'+\ to a point, said point being 80'+\ east of the S/W/C of SCTM Lot 0100-040-02-14;~~

~~THENCE, southerly, diagonally and parallel to the northern crossing of Main Ave, The Long Island Railroad and Long Island Ave to a point on the southerly side of long Island Ave and the N/E/C of SCTM Lot 0100-057-02-2;~~

~~THENCE, southerly along the eastern property line to the S/E/C of SCTM Lot 0100-057-02-2;~~

~~THENCE, westerly along the southern property lines of SCTM Lots 0100-057-02-1 & 2, across Doe Street and along the southern property line 152'+\ of SCTM Lot 0100-057-01-4 to a point, said point being the N/E/C of SCTM Lot 0100-057-01-5;~~

~~THENCE, southerly along the easterly property line of SCTM Lot 0100-057-01-5 to a point on the northerly side of Grand Boulevard;~~

~~THENCE, westerly along the northerly side of Grand Boulevard to a point, said point being the S/W/C of SCTM Lot 0100-057-01-1;~~

~~THENCE, southerly and diagonally across and to the southerly side of Grand Boulevard to a point, said point being the N/W/C of SCTM Lot 0100-057-01-19;~~

~~THENCE, southerly along the western property line of SCTM Lot 0100-057-01-19 to a point, said point being the S/W/C of SCTM Lot 0100-057-01-19 and the northerly side of Woodland road;~~

~~THENCE, southerly and diagonally across Woodland Road to a point, said point being the N/W/C of SCTM Lot 0100-057-01-32;~~

~~THENCE, southeasterly along the southerly side of Woodland Road to a point, said point being the intersection of the southerly side of Woodland Road and the westerly side of Doe Street and being the N/E/C of SCTM Lot 0100-057-01-46;~~

~~THENCE, southerly along the westerly side of Doe Street to the intersection to the westerly side of Doe Street and the northerly side of Commonwealth Drive to a point, said point being the S/E/C of SCTM Lot 0100-057-01-46;~~

~~THENCE, westerly along the northerly side of Commonwealth Drive to a point, said point being the intersection of the northerly side of Commonwealth Drive and the easterly side of Straight Path and being the S/W/C of SCTM Lot 0100-057-01-41;~~

~~THENCE, westerly and diagonally across Straight Path to a point, said point being the S/E/C of SCTM Lot 0100-057-01-39;~~

~~THENCE, westerly along the southerly property line of SCTM Lot 0100-057-01-39 to a point, said point being on the easterly side of South 16th Street and being the S/W/C of the SCTM Lot 0100-057-01-39;~~

~~THENCE, westerly and diagonally across South 16th Street to a point, said point being on the westerly side of South 16th Street and the N/E/C of SCTM Lot 0100-056-03-70.~~

~~THENCE, southerly along the westerly side of South 16th Street and the eastern property line of SCTM Lot 0100-056-03-70 to a point, said point being the intersection of the westerly side of South 16th Street and the northerly side of Garden City Ave and being the S/E/C of SCTM Lot 0100-056-03-70;~~

~~THENCE, southerly and diagonally across Garden City Ave to a point, said point being the intersection of the southerly side of Garden City Ave and the westerly side of Straight Path and being the N/E/C of SCTM Lot 0100-056-03-69.001;~~

~~THENCE, along the easterly property line and the westerly side of Straight Path of SCTM Lot 0100-056-03-69.001 to a point, said point being the S/E/C of SCTM Lot 0100-056-03-69.001;~~

~~THENCE, southerly along the westerly side of Straight Path 95'± to a point, said point being diagonally across to the intersection of the easterly side of Straight Path and the southerly side of Arlington Ave;~~

~~THENCE, easterly across Straight Path to a point, said point being the intersection of the easterly side of Straight Path and the southerly side of Arlington Av and being the N/W/C of SCTM Lot 0100-058-01-26;~~

~~THENCE, easterly along the southerly side of Arlington Ave, to a point, said point being the N/E/C of SCTM Lot 0100-058-01-26;~~

~~THENCE, southerly along the easterly property lines of the SCTM Lots 0100-058-01-26, 27, 65, 64, 63, & 62 to the northerly side of Irving Ave to a point, said point being the S/E/C of SCTM Lot 0100-058-01-62 and the point and/or place of beginning.~~

<b>Wyandanch</b>	
<i>X Coordinate</i>	<i>Y Coordinate</i>
<u>1160580.57115</u>	<u>214344.86523</u>
<u>1161299.65467</u>	<u>214564.94228</u>
<u>1161156.45953</u>	<u>215031.50433</u>
<u>1161347.50414</u>	<u>215090.68743</u>
<u>1161421.15739</u>	<u>214851.78721</u>
<u>1161494.31502</u>	<u>214624.67323</u>
<u>1161582.36264</u>	<u>214651.69147</u>
<u>1161722.83189</u>	<u>214711.05787</u>
<u>1162192.70862</u>	<u>214854.91963</u>
<u>1162408.28110</u>	<u>214920.91950</u>
<u>1162179.33211</u>	<u>215669.81371</u>
<u>1162369.14075</u>	<u>215727.72807</u>
<u>1162312.45109</u>	<u>215913.06695</u>
<u>1162466.55899</u>	<u>215960.80686</u>
<u>1162703.44398</u>	<u>215185.58766</u>
<u>1162447.93141</u>	<u>215131.88295</u>
<u>1162533.00430</u>	<u>214854.52129</u>
<u>1162076.19176</u>	<u>214714.66235</u>
<u>1162050.13096</u>	<u>214603.79899</u>
<u>1161724.76110</u>	<u>214680.27745</u>
<u>1161599.86894</u>	<u>214630.33287</u>
<u>1161721.47406</u>	<u>214467.91726</u>
<u>1161774.67086</u>	<u>214409.61991</u>
<u>1161833.01838</u>	<u>214355.44622</u>
<u>1162134.60789</u>	<u>214088.15559</u>
<u>1162111.99182</u>	<u>213991.74702</u>
<u>1161281.21448</u>	<u>214186.62753</u>
<u>1161222.27304</u>	<u>214229.11227</u>
<u>1161098.99368</u>	<u>214191.10548</u>
<u>1161128.33230</u>	<u>214095.50587</u>
<u>1161144.23502</u>	<u>214035.05710</u>
<u>1161088.49768</u>	<u>213892.20398</u>
<u>1161286.76353</u>	<u>213846.41786</u>
<u>1161241.08699</u>	<u>213651.69505</u>
<u>1161085.10517</u>	<u>213688.28359</u>
<u>1161107.26965</u>	<u>213744.72033</u>

<u>1161016.11112</u>	<u>213770.83642</u>
<u>1160937.47816</u>	<u>214036.55111</u>
<u>1160697.92462</u>	<u>213962.45754</u>
<u>1160580.57115</u>	<u>214344.86523</u>

Containing within said area a total of 23.935 acres

**F. Melville Property (known as Subzone Area 7) described by Geographic Information System, NYS SPF North American Datum 1983 coordinates: All that certain plots, pieces and/or parcels of land situate, lying and being in Melville in the Town of Huntington, County of Suffolk and State of New York, said land being more particularly bounded and described generally accordingly as follows:**

X Coordinate	Y Coordinate
<u>1,141,830.2409</u>	<u>223,583.8865</u>
<u>1,142,004.6470</u>	<u>223,930.8218</u>
<u>1,141,788.8772</u>	<u>224,039.2914</u>
<u>1,141,857.5440</u>	<u>224,175.8714</u>
<u>1,141,598.0292</u>	<u>224,306.3510</u>
<u>1,141,579.6299</u>	<u>224,269.7561</u>
<u>1,141,243.7001</u>	<u>224,438.6558</u>
<u>1,141,301.7234</u>	<u>224,554.0602</u>
<u>1,141,632.2927</u>	<u>224,387.8557</u>
<u>1,141,650.6920</u>	<u>224,424.4506</u>
<u>1,143,086.6582</u>	<u>223,702.4717</u>
<u>1,142,785.5451</u>	<u>223,103.5784</u>
<u>1,141,830.2409</u>	<u>223,583.8865</u>

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

Dated: Riverhead, New York  
November 4, 2009

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

**DIANE M. WILHELM, Town Clerk**

11/5/09

**ADOPTED**

**TOWN OF RIVERHEAD**

**Resolution # 1029**

**APPOINTS COUNCILMAN TO THE RIVERHEAD TOWN BOARD**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

\_\_\_\_\_ offered the following resolution, was seconded by  
\_\_\_\_\_:

**WHEREAS**, pursuant to letter of Councilman Timothy Buckley dated February 24, 2009 Councilman Buckley resigned from his position as councilman of the Riverhead Town Board effective March 1, 2009 leaving a vacancy; and

**WHEREAS**, as a result of the Election of 2009, George Gabrielsen has been elected to fill the term remaining of Timothy Buckley,

**NOW THEREFORE BE IT HEREBY RESOLVED**, that George Gabrielsen is hereby appointed as Councilman to the Riverhead Town Board effective immediately; 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   
Thereupon Duly Declared Adopted

11/5/09

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 1030**

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED "ZONING"  
OF THE RIVERHEAD TOWN CODE  
(§108-201. –Designation of Empire Zone plan and boundaries.)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Suffolk County/Town of Riverhead Empire Zone Board has recommended a boundary amendment of the existing Empire Zone into [seven] "distinct and contiguous areas" by transferring 20 acres of Empire Zone to the Town of Huntington to create a new subzone area known as "Subzone 7" for the purpose of providing Empire Zone benefit to Canon, U.S.A. so that they may locate their new headquarters in Melville; and

**WHEREAS**, the Town Board has determined that the that the transfer of 20 acres of undevelopable lands from the current 1137 acres of Empire Zone acreage will not impact the redevelopment of the EPCAL; and

**WHEREAS**, the Town Board is in receipt of an EAF for the proposed action; and

**WHEREAS**, the Town Board hereby declares itself "lead agency" pursuant to 6 NYCRR Part 617.7 and determines the action to be a Type II action pursuant to 6 NYCRR Part 617.5 (c)(27) and that an environmental impact statement need not be prepared; and

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

**WHEREAS**, a public hearing was held on the 6<sup>th</sup> day of October, 2009 at 2:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that the local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code is adopted subject to the adoption of a Memorandum of Understanding between all municipal entities having Empire Zones

located within their boundaries, as specified in the attached notice of adoption; and be it further

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

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

### THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its meeting held on November 5, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

ARTICLE XXXIX  
Chapter 108  
ZONING  
**Economic Development Zone**

**§ 108-201. Designation of Empire Zone plan and boundaries.**

The Economic Development Zone is described by ~~Graphic Information Systems~~ Geographic Information System, NYS SPF North American Datum 1983 coordinates, Suffolk County Tax Map Numbers or metes and bounds as follows:

A. Calverton Property (known as EPCAL Subzone Area 1) description by GIS coordinates:

<del>X Coordinate</del>	<del>Y Coordinate</del>
<del>2330851.50000</del>	<del>253393.15625</del>
<del>2330836.25000</del>	<del>253604.45313</del>
<del>2331513.75000</del>	<del>254402.37500</del>
<del>2332410.48862</del>	<del>255458.36006</del>
<del>2332633.63506</del>	<del>255721.14938</del>
<del>2332605.54340</del>	<del>255771.43754</del>
<del>2332576.20940</del>	<del>255814.37154</del>
<del>2332534.30340</del>	<del>255865.68279</del>
<del>2332517.47878</del>	<del>255881.63813</del>
<del>2332154.15169</del>	<del>256203.60129</del>
<del>2332069.70714</del>	<del>256278.43203</del>
<del>2331570.57065</del>	<del>256718.60179</del>
<del>2331335.90140</del>	<del>256931.08904</del>
<del>2331288.47765</del>	<del>256978.49104</del>
<del>2331265.79690</del>	<del>257015.58804</del>
<del>2331244.49065</del>	<del>257068.48579</del>
<del>2331208.75090</del>	<del>257195.57804</del>
<del>2331184.87147</del>	<del>257283.24308</del>
<del>2331951.35962</del>	<del>257493.33397</del>
<del>2332538.26250</del>	<del>257620.18577</del>
<del>2334438.81409</del>	<del>257918.29808</del>
<del>2334604.34780</del>	<del>257946.98246</del>

<del>2334953.20329</del>	<del>258007.43362</del>
<del>2335174.69619</del>	<del>258015.15435</del>
<del>2335555.73290</del>	<del>258028.43640</del>
<del>2336529.73010</del>	<del>258062.38767</del>
<del>2338049.48308</del>	<del>258100.76863</del>
<del>2338243.24996</del>	<del>256018.48439</del>
<del>2338570.25002</del>	<del>256052.48439</del>
<del>2338622.50000</del>	<del>255656.74999</del>
<del>2339225.75000</del>	<del>255724.00000</del>
<del>2339734.50000</del>	<del>255780.79688</del>
<del>2340247.00000</del>	<del>255838.00000</del>
<del>2340285.84944</del>	<del>255492.51981</del>
<del>2340431.00000</del>	<del>254194.00000</del>
<del>2340164.00000</del>	<del>254161.00000</del>
<del>2340221.00000</del>	<del>253661.00000</del>
<del>2341929.75000</del>	<del>253865.98438</del>
<del>2342069.58255</del>	<del>252662.65218</del>
<del>2342165.72867</del>	<del>251835.26457</del>
<del>2342132.37929</del>	<del>251724.91678</del>
<del>2341762.51413</del>	<del>251319.55897</del>
<del>2341344.58765</del>	<del>250861.52783</del>
<del>2341088.77123</del>	<del>250581.16300</del>
<del>2332958.76928</del>	<del>257484.71998</del>
<del>2332569.76007</del>	<del>257422.68158</del>
<del>2332004.24926</del>	<del>257300.45399</del>
<del>2331744.64314</del>	<del>257229.29714</del>
<del>2332809.46299</del>	<del>256325.10984</del>
<del>2332987.00000</del>	<del>256137.25000</del>
<del>2339430.50000</del>	<del>250665.67188</del>
<del>2339131.75000</del>	<del>250554.60938</del>
<del>2337651.00000</del>	<del>250579.79688</del>
<del>2335188.00000</del>	<del>252429.81250</del>
<del>2333881.50000</del>	<del>252429.81250</del>
<del>2333912.50000</del>	<del>251989.42188</del>
<del>2333979.87796</del>	<del>251026.34888</del>
<del>2333530.00000</del>	<del>250998.29688</del>
<del>2333131.25000</del>	<del>250970.65625</del>
<del>2332665.03946</del>	<del>250913.94260</del>
<del>2332195.00000</del>	<del>250856.75000</del>
<del>2331590.25000</del>	<del>250780.96875</del>
<del>2331485.62688</del>	<del>250773.43861</del>
<del>2331338.75000</del>	<del>251027.78125</del>
<del>2331023.01125</del>	<del>251027.78125</del>
<del>2331014.50000</del>	<del>251113.78125</del>

~~Containing within said area a total of 1137 acres~~

<u>EPCAL</u>	
<u>X Coordinate</u>	<u>Y Coordinate</u>
<u>1,319,130.8663</u>	<u>273,914.9444</u>
<u>1,320,155.8527</u>	<u>274,894.2136</u>
<u>1,319,687.7539</u>	<u>275,289.1535</u>
<u>1,319,600.2841</u>	<u>275,283.1733</u>
<u>1,319,539.0112</u>	<u>275,280.6717</u>
<u>1,319,392.4871</u>	<u>275,149.4589</u>
<u>1,319,470.8474</u>	<u>275,067.1631</u>
<u>1,319,288.7062</u>	<u>274,895.0737</u>
<u>1,319,363.6379</u>	<u>274,739.6408</u>
<u>1,319,305.5746</u>	<u>274,504.5322</u>
<u>1,319,198.3820</u>	<u>274,421.2057</u>
<u>1,319,146.3254</u>	<u>274,476.7976</u>
<u>1,318,893.1378</u>	<u>274,463.4790</u>
<u>1,318,782.7696</u>	<u>274,577.3081</u>
<u>1,318,631.1321</u>	<u>274,434.9647</u>
<u>1,318,740.0393</u>	<u>273,914.9588</u>
<u>1,318,248.7838</u>	<u>273,914.9578</u>
<u>1,318,279.5977</u>	<u>273,474.3485</u>
<u>1,318,324.7976</u>	<u>272,827.9137</u>
<u>1,318,347.2851</u>	<u>272,506.2581</u>
<u>1,317,897.2510</u>	<u>272,483.4193</u>
<u>1,317,828.5165</u>	<u>272,482.1142</u>
<u>1,317,796.6565</u>	<u>272,481.1952</u>
<u>1,317,697.4407</u>	<u>272,476.3770</u>
<u>1,317,601.1498</u>	<u>272,468.1476</u>
<u>1,317,497.9217</u>	<u>272,456.9284</u>
<u>1,316,501.0016</u>	<u>272,333.7786</u>
<u>1,315,876.5004</u>	<u>272,257.3388</u>
<u>1,315,717.4174</u>	<u>272,532.8834</u>
<u>1,315,387.0980</u>	<u>272,532.8829</u>
<u>1,315,264.9727</u>	<u>274,240.2698</u>
<u>1,315,219.2898</u>	<u>274,878.9524</u>
<u>1,315,204.2659</u>	<u>275,090.4890</u>
<u>1,315,443.1482</u>	<u>275,371.8177</u>
<u>1,315,879.9671</u>	<u>275,882.5387</u>

<u>1,316,779.9863</u>	<u>276,942.4606</u>
<u>1,317,007.4835</u>	<u>277,213.4238</u>
<u>1,316,883.2580</u>	<u>277,362.9811</u>
<u>1,316,665.3838</u>	<u>277,557.0483</u>
<u>1,315,702.1122</u>	<u>278,411.2826</u>
<u>1,315,654.6887</u>	<u>278,458.6851</u>
<u>1,315,632.0081</u>	<u>278,495.7826</u>
<u>1,315,610.7020</u>	<u>278,548.6809</u>
<u>1,315,574.9621</u>	<u>278,675.7747</u>
<u>1,315,551.0826</u>	<u>278,763.4408</u>
<u>1,316,317.5615</u>	<u>278,973.5352</u>
<u>1,316,904.4574</u>	<u>279,100.3893</u>
<u>1,318,804.9865</u>	<u>279,398.5080</u>
<u>1,318,970.5182</u>	<u>279,427.1928</u>
<u>1,319,319.3694</u>	<u>279,487.6451</u>
<u>1,319,540.8598</u>	<u>279,495.3663</u>
<u>1,319,921.8923</u>	<u>279,508.6489</u>
<u>1,320,895.8783</u>	<u>279,542.6019</u>
<u>1,322,416.3391</u>	<u>279,570.0917</u>
<u>1,322,611.2636</u>	<u>277,624.5498</u>
<u>1,322,931.8432</u>	<u>277,642.4775</u>
<u>1,322,989.5641</u>	<u>277,141.9097</u>
<u>1,323,583.0261</u>	<u>277,206.6093</u>
<u>1,324,094.4370</u>	<u>277,262.3713</u>
<u>1,324,608.7961</u>	<u>277,318.4560</u>
<u>1,324,651.4708</u>	<u>276,928.4446</u>
<u>1,324,789.0116</u>	<u>275,671.4385</u>
<u>1,324,525.2126</u>	<u>275,641.8754</u>
<u>1,324,580.9438</u>	<u>275,145.0680</u>
<u>1,326,290.7586</u>	<u>275,343.9800</u>
<u>1,326,417.3365</u>	<u>274,156.1901</u>
<u>1,326,510.9150</u>	<u>273,278.0628</u>
<u>1,326,493.3946</u>	<u>273,202.8848</u>
<u>1,326,493.7154</u>	<u>273,199.8136</u>
<u>1,326,128.6437</u>	<u>272,799.7094</u>
<u>1,325,710.7240</u>	<u>272,341.6724</u>
<u>1,325,454.9116</u>	<u>272,061.3040</u>
<u>1,317,324.9599</u>	<u>278,964.9226</u>
<u>1,316,935.9554</u>	<u>278,902.8830</u>

<u>1,316,370.4514</u>	<u>278,780.6530</u>
<u>1,316,110.8482</u>	<u>278,709.4950</u>
<u>1,317,354.1536</u>	<u>277,622.4266</u>
<u>1,318,998.4025</u>	<u>276,226.1944</u>
<u>1,319,796.8447</u>	<u>275,548.1881</u>
<u>1,323,797.7284</u>	<u>272,150.8044</u>
<u>1,323,498.7627</u>	<u>272,039.7401</u>
<u>1,322,018.1726</u>	<u>272,064.9243</u>
<u>1,320,368.7822</u>	<u>273,303.8589</u>
<u>1,319,555.2647</u>	<u>273,914.9288</u>
<u>1,319,130.8663</u>	<u>273,914.9444</u>

Containing within said area a total of 1117 acres

E. Wyandanch Property (known as Subzone Area 6) described by ~~Graphic Information System Coordinates: metes and bounds:~~ **Geographic Information System, NYS SPF North American Datum 1983 coordinates:** All that certain plots, pieces and/or parcels of land situate, lying and being in Wyandanch in the Town of Babylon, County of Suffolk and State of New York, said land being more particularly bounded and described generally accordingly as follows:

~~-BEGINNING at a point, said point being on the northerly side of Irving Ave and the S/E/C of SCTM Lot 0100-058-01-62;—~~

~~—RUNNING THENCE, westerly along the northerly side of Irving Ave to the intersection of the northerly side of Irving Ave and the easterly side of Straight Path to a point, said point being the S/W/C of SCTM Lot 0100-058-01-62;—~~

~~—THENCE, northerly along the easterly side of Straight Path to a point, said point being the N/W/C of SCTM Lot 0100-058-01-63;—~~

~~—THENCE, westerly and diagonally across Straight Path to a point, said point being the S/E/C of SCTM Lot 0100-056-03-69.001;—~~

~~—THENCE, westerly and northerly along the southern and western property lines of SCTM Lot 0100-056-03-69.001 to a point on the southerly side of Garden City Ave;—~~

~~—THENCE, northerly across Garden City Ave to a point, said point being on the northern side of Garden City Ave.—~~

~~—THENCE, westerly along the northerly side of Garden City Ave to a point, said point being the intersection of the northerly side of Garden City Ave and the easterly side of North 18th Street and being the S/W/C of SCTM Lot 0100-056-03-58;—~~

~~—THENCE, northerly along the easterly side of North 18th Street to a point, said point being the intersection of the southerly side of Long Island Ave and the easterly side of North 18th Street and being the N/W/C of SCTM Lot 0100-056-03-73;—~~

~~—THENCE, easterly along the southerly side of Long Island Ave to a point, said point being the northern intersection of the southerly side of Long Island Ave and the westerly side of Straight Path and being the N/E/C of SCTM Lot 0100-057-01-39;—~~

~~THENCE, northerly and diagonally across Long Island Ave, across The Long Island Railroad, across SCTM Lot 0100-039-04-52 and across Merritt Ave to a point, said point being the intersection of the northerly side of Merritt Ave and the easterly side of North 15th Street and being the S/W/C of SCTM Lot 0100-040-01-60;~~

~~THENCE, northerly along the easterly side of North 15th Street to a point, said point being the N/W/C of SCTM Lot 0100-040-01-59.001;~~

~~THENCE, easterly along the northerly property lines of SCTM Lots 0100-040-01-59.001 & 64 to the westerly side of N. 14th Street to a point, said point being the N/E/C of SCTM Lot 0100-040-01-64;~~

~~THENCE, southerly along the westerly side of North 14th Street to a point, said point being the intersection of the westerly side of North 14th Street to the northerly side of Merritt Ave and being the S/E/C of SCTM Lot 0100-040-01-63;~~

~~THENCE, southerly, diagonally and parallel to the northerly crossing of Long Island Ave, Merritt Ave, and SCTM Lot 0100-039-04-52 to a point on the southerly side of Long Island Ave and the northern property line of SCTM Lot 0100-057-01-33.001;~~

~~THENCE, easterly along the southerly side of Long Island Ave to a point, said point and the intersection of the southerly side of Long Island Ave and the westerly side of Woodland Road and being the N/E/C of SCTM Lot 0100-057-01-33.001;~~

~~THENCE, easterly, diagonally across the intersection of Long Island Ave, Woodland Road and Grand Boulevard to a point on the southerly side of Long Island Ave, said point being the N/W/C of SCTM lot 0100-057-01-1;~~

~~THENCE, easterly along the southerly side of Long Island Ave to a point, said point being on the north property line of SCTM Lot 0100-057-02-1 and 40' west of the N/W/C of SCTM Lot 0100-057-02-2;~~

~~THENCE, northerly and diagonally across Long Island Ave, The Long Island Railroad and Main Ave to a point on the northern side of Main Ave to a point, said point being the S/W/C of SCTM Lot 0100-040-02-14;~~

~~THENCE, running clockwise around the western, northern and eastern property lines of SCTM Lot 0100-040-02-14 five distances; northerly 582', easterly 198', northerly 191', easterly 162' and finally southerly 801' to the S/E/C of SCTM Lot 0100-040-02-14 and northerly side of Main Ave;~~

~~THENCE, westerly along the northerly side of Main Ave 281' to a point, said point being 80' east of the S/W/C of SCTM Lot 0100-040-02-14;~~

~~THENCE, southerly, diagonally and parallel to the northern crossing of Main Ave, The Long Island Railroad and Long Island Ave to a point on the southerly side of Long Island Ave and the N/E/C of SCTM Lot 0100-057-02-2;~~

~~THENCE, southerly along the eastern property line to the S/E/C of SCTM Lot 0100-057-02-2;~~

~~THENCE, westerly along the southern property lines of SCTM Lots 0100-057-02-1 & 2, across Doe Street and along the southern property line 152' of SCTM Lot 0100-057-01-4 to a point, said point being the N/E/C of SCTM Lot 0100-057-01-5;~~

~~THENCE, southerly along the easterly property line of SCTM Lot 0100-057-01-5 to a point on the northerly side of Grand Boulevard;~~

~~THENCE, westerly along the northerly side of Grand Boulevard to a point, said point being the S/W/C of SCTM Lot 0100-057-01-1;~~

~~THENCE, southerly and diagonally across and to the southerly side of Grand Boulevard to a point, said point being the N/W/C of SCTM Lot 0100-057-01-19;~~

~~THENCE, southerly along the western property line of SCTM Lot 0100-057-01-19 to a point, said point being the S/W/C of SCTM Lot 0100-057-01-19 and the northerly side of Woodland road;~~

~~THENCE, southerly and diagonally across Woodland Road to a point, said point being the N/W/C of SCTM Lot 0100-057-01-32;~~

~~THENCE, southeasterly along the southerly side of Woodland Road to a point, said point being the intersection of the southerly side of Woodland Road and the westerly side of Doe Street and being the N/E/C of SCTM Lot 0100-057-01-46;~~

~~THENCE, southerly along the westerly side of Doe Street to the intersection to the westerly side of Doe Street and the northerly side of Commonwealth Drive to a point, said point being the S/E/C of SCTM Lot 0100-057-01-46;~~

~~THENCE, westerly along the northerly side of Commonwealth Drive to a point, said point being the intersection of the northerly side of Commonwealth Drive and the easterly side of Straight Path and being the S/W/C of SCTM Lot 0100-057-01-41;~~

~~THENCE, westerly and diagonally across Straight Path to a point, said point being the S/E/C of SCTM Lot 0100-057-01-39;~~

~~THENCE, westerly along the southerly property line of SCTM Lot 0100-057-01-39 to a point, said point being on the easterly side of South 16th Street and being the S/W/C of the SCTM Lot 0100-057-01-39;~~

~~THENCE, westerly and diagonally across South 16th Street to a point, said point being on the westerly side of South 16th Street and the N/E/C of SCTM Lot 0100-056-03-70.~~

~~THENCE, southerly along the westerly side of South 16th Street and the eastern property line of SCTM Lot 0100-056-03-70 to a point, said point being the intersection of the westerly side of South 16th Street and the northerly side of Garden City Ave and being the S/E/C of SCTM Lot 0100-056-03-70;~~

~~THENCE, southerly and diagonally across Garden City Ave to a point, said point being the intersection of the southerly side of Garden City Ave and the westerly side of Straight Path and being the N/E/C of SCTM Lot 0100-056-03-69.001;~~

~~THENCE, along the easterly property line and the westerly side of Straight Path of SCTM Lot 0100-056-03-69.001 to a point, said point being the S/E/C of SCTM Lot 0100-056-03-69.001;~~

~~THENCE, southerly along the westerly side of Straight Path 95'± to a point, said point being diagonally across to the intersection of the easterly side of Straight Path and the southerly side of Arlington Ave;~~

~~THENCE, easterly across Straight Path to a point, said point being the intersection of the easterly side of Straight Path and the southerly side of Arlington Av and being the N/W/C of SCTM Lot 0100-058-01-26;~~

~~THENCE, easterly along the southerly side of Arlington Ave, to a point, said point being the N/E/C of SCTM Lot 0100-058-01-26;~~

~~THENCE, southerly along the easterly property lines of the SCTM Lots 0100-058-01-26, 27, 65, 64, 63, & 62 to the northerly side of Irving Ave to a point, said point being the S/E/C of SCTM Lot 0100-058-01-62 and the point and/or place of beginning.~~

<b>Wyandanch</b>	
<i>X Coordinate</i>	<i>Y Coordinate</i>
<u>1160580.57115</u>	<u>214344.86523</u>
<u>1161299.65467</u>	<u>214564.94228</u>
<u>1161156.45953</u>	<u>215031.50433</u>
<u>1161347.50414</u>	<u>215090.68743</u>
<u>1161421.15739</u>	<u>214851.78721</u>
<u>1161494.31502</u>	<u>214624.67323</u>
<u>1161582.36264</u>	<u>214651.69147</u>
<u>1161722.83189</u>	<u>214711.05787</u>
<u>1162192.70862</u>	<u>214854.91963</u>
<u>1162408.28110</u>	<u>214920.91950</u>
<u>1162179.33211</u>	<u>215669.81371</u>
<u>1162369.14075</u>	<u>215727.72807</u>
<u>1162312.45109</u>	<u>215913.06695</u>
<u>1162466.55899</u>	<u>215960.80686</u>
<u>1162703.44398</u>	<u>215185.58766</u>
<u>1162447.93141</u>	<u>215131.88295</u>
<u>1162533.00430</u>	<u>214854.52129</u>
<u>1162076.19176</u>	<u>214714.66235</u>
<u>1162050.13096</u>	<u>214603.79899</u>
<u>1161724.76110</u>	<u>214680.27745</u>
<u>1161599.86894</u>	<u>214630.33287</u>
<u>1161721.47406</u>	<u>214467.91726</u>
<u>1161774.67086</u>	<u>214409.61991</u>
<u>1161833.01838</u>	<u>214355.44622</u>
<u>1162134.60789</u>	<u>214088.15559</u>
<u>1162111.99182</u>	<u>213991.74702</u>
<u>1161281.21448</u>	<u>214186.62753</u>
<u>1161222.27304</u>	<u>214229.11227</u>
<u>1161098.99368</u>	<u>214191.10548</u>
<u>1161128.33230</u>	<u>214095.50587</u>
<u>1161144.23502</u>	<u>214035.05710</u>
<u>1161088.49768</u>	<u>213892.20398</u>
<u>1161286.76353</u>	<u>213846.41786</u>
<u>1161241.08699</u>	<u>213651.69505</u>
<u>1161085.10517</u>	<u>213688.28359</u>
<u>1161107.26965</u>	<u>213744.72033</u>

<u>1161016.11112</u>	<u>213770.83642</u>
<u>1160937.47816</u>	<u>214036.55111</u>
<u>1160697.92462</u>	<u>213962.45754</u>
<u>1160580.57115</u>	<u>214344.86523</u>

Containing within said area a total of 23.935 acres

**F. Melville Property (known as Subzone Area 7) described by Geographic Information System, NYS SPF North American Datum 1983 coordinates: All that certain plots, pieces and/or parcels of land situate, lying and being in Melville in the Town of Huntington, County of Suffolk and State of New York, said land being more particularly bounded and described generally accordingly as follows:**

X Coordinate	Y Coordinate
<u>1,141,830.2409</u>	<u>223,583.8865</u>
<u>1,142,004.6470</u>	<u>223,930.8218</u>
<u>1,141,788.8772</u>	<u>224,039.2914</u>
<u>1,141,857.5440</u>	<u>224,175.8714</u>
<u>1,141,598.0292</u>	<u>224,306.3510</u>
<u>1,141,579.6299</u>	<u>224,269.7561</u>
<u>1,141,243.7001</u>	<u>224,438.6558</u>
<u>1,141,301.7234</u>	<u>224,554.0602</u>
<u>1,141,632.2927</u>	<u>224,387.8557</u>
<u>1,141,650.6920</u>	<u>224,424.4506</u>
<u>1,143,086.6582</u>	<u>223,702.4717</u>
<u>1,142,785.5451</u>	<u>223,103.5784</u>
<u>1,141,830.2409</u>	<u>223,583.8865</u>

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

Dated: Riverhead, New York  
November 4, 2009

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

**DIANE M. WILHELM, Town Clerk**

TOWN OF RIVERHEAD

Resolution # 1031

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST THE ATTACHED NOTICE TO BIDDERS FOR THE GEORGE YOUNG COMMUNITY CENTER CUPOLA RESTORATION PROJECT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached Notice to Bidders in the November 12, 2009 issue of the official Town newspaper for the George Young Community Center Cupola Restoration Project; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Martin F. Sendlewski, 215 Roanoke Avenue, Riverhead, New York 11901 and 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   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD  
NOTICE TO BIDDERS

Sealed proposals for the George Young Community Center Cupola Restoration Project will be received by the Town of Riverhead in the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, until 11:00 am December 8, 2009 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and/or obtained on or about November 16, 2009 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: [www.riverheadli.com](http://www.riverheadli.com) and click on Bid Requests.

There is a pre-bid conference at the project site on Tuesday, November 24, 2009 at 10:00 am.

A non-refundable fee of \$50.00 will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "George Young Community Center Cupola Restoration Project" and must be accompanied by a bid surety as stated in the Instructions to Bidders.

Please take further notice, that the Town Board of the Town of Riverhead reserves the right to reject in whole or in part any/or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder.

**BY ORDER OF THE RIVERHEAD TOWN BOARD**  
**DIANE M. WILHELM, TOWN CLERK**  
RIVERHEAD, NEW YORK 11901

Dated: November 5, 2009

11/5/09

Adopted

**TOWN OF RIVERHEAD**

**Resolution # 1032**

**AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENT WITH  
E.W. HOWELL GENERAL CONTRACTORS AND CONSTRUCTION  
MANAGEMENT ACTING AS CONTRACTOR FOR THE SUFFOLK COUNTY  
DEPARTMENT OF PUBLIC WORKS FOR FIRE MARSHAL SERVICES FOR THE  
RECONSTRUCTION OF A PORTION OF COUNTY ROAD 58**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, County Road 58 a/k/a Old County Road is part of the Suffolk County Highway System and passes through the Town of Riverhead; and

**WHEREAS**, the County of Suffolk conducted a study of County Road 58 from the end of the Long Island Expressway to Route 25 within the Town of Riverhead which revealed a significant increase in vehicular traffic using County Road 58; and

**WHEREAS**, the County of Suffolk and the Town of Riverhead desire that the portion of County Road 58 located within the Town of Riverhead be improved to accommodate the influx of vehicular traffic utilizing said roadway; and

**WHEREAS**, the County of Suffolk has awarded the general contract and construction management to E.W. Howell General Contractors and Construction Management; and

**WHEREAS**, the County of Suffolk has requested that a Riverhead Town Fire Marshal be on site while E.W. Howell and its sub-contractors are working within the Town of Riverhead on the reconstruction of County Road 58;

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board hereby authorizes the Supervisor to execute an agreement with E.W. Howell General Contractors and Construction Management as Contractor for the Suffolk County Department of Public Works in order to provide Fire Marshal services during the reconstruction of that portion of County Road 58 which lies within the Town of Riverhead in substantially the same form as annexed hereto; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to E.W. Howell General Contractors and Construction Management c/o Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York 11980; 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   
Thereupon Duly Declared Adopted

AGREEMENT BETWEEN THE TOWN OF RIVERHEAD AND E.W. HOWELL GENERAL CONTRACTORS AND CONSTRUCTION MANAGEMENT FOR THE RECONSTRUCTION OF COUNTY ROAD 58 EARLY IMPLEMENTATION PROJECT AND FIRE MARSHAL INSPECTION SERVICES

This agreement is entered into \_\_\_\_\_[date], between the E.W. HOWELL GENERAL CONTRACTORS AND CONSTRUCTION MANAGEMENT, acting as the Contractor for Suffolk County Department of Public Works, (hereinafter referred to as "COUNTY CONTRACTOR"), and TOWN OF RIVERHEAD, a municipal corporation, (hereinafter referred to as "TOWN").

The County Highway, County Road 58 (CR 58) aka Old County Road, is part of the County highway system and pass through the TOWN of Riverhead. The COUNTY conducted a study of County Road 58 from the end of the Long Island Expressway to Route 25 in the TOWN of Riverhead which indicated a major increase in vehicles using CR 58. 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.

The COUNTY has awarded the general contract and construction management to E.W. Howell General Contractors and Construction Management (CONTRACTOR) for Reconstruction of Country Road 58 Early Implementation. In an effort to maintain adequate public safety and emergency services facility access during overtime work hours, the COUNTY CONTRACTOR and COUNTY have resolved to request that a Riverhead Fire Marshal be on site while E.W. Howell and its sub-contractors are working within the limits of the work as shown on the contract drawings between Station 63+07 to Station 204+63. The COUNTY CONTRACTOR has estimated that the work to be no more than 4 weeks, 8 hours a day, five days a working week.

The nature and cost of the TOWN providing this service to the COUNTY CONTRACTOR require cooperation between the COUNTY CONTRACTOR and TOWN to undertake and complete many of the tasks related to maintaining emergency access to emergency services, i.e., Fire Department, Police Department, Ambulance Services, TOWN services during construction operations; therefore, it is the intent of the parties that the COUNTY CONTRACTOR pay the anticipated cost of work to the TOWN to provide said services; and

The COUNTY CONTRACTOR and TOWN agree as follows:

1. The TOWN will provide services of the Fire Marshal's office to the COUNTY CONTRACTOR to facilitate emergency responder access to facilities during nighttime construction work throughout the contract limits.
2. This TOWN service shall be paid for by the COUNTY CONTRACTOR to the TOWN. The COUNTY CONTRACTOR and the on site Fire Marshal shall sign the Fire Marshal's nightly field log as to how many hours were worked by the Fire Marshal. At 4 weeks, 8 hours a day, five

days a work week, and at an overtime rate of pay of the following:

\$57.04/hour for Fire Marshal Dave Andruskiewicz

Based on the highest salary is not anticipated to exceed \$9,126.40

This will be billed out for the exact Fire Marshal and hours worked.

3. The COUNTY CONTRACTOR agrees that if the COUNTY CONTRACTOR defaults on the requirement to pay the TOWN for Fire Marshal Services, that the COUNTY shall deduct the true monetary amount rendered by the TOWN from the COUNTY CONTRACTOR and reimburse the TOWN for said Fire Marshal Services.

4. Payment of all costs necessitated by this improvement in accordance with this agreement shall be made by the COUNTY CONTRACTOR. The COUNTY CONTRACTOR shall supply the COUNTY with an Affidavit of Payment of the work performed by the TOWN as part of a progress payment or Final Payment. In the event that the Town does not submit an Affidavit of Payment for this work done, the COUNTY may require the COUNTY CONTRACTOR to bond the amount owed to the TOWN.

TOWN OF RIVERHEAD

\_\_\_\_\_  
By: Philip J. Cardinale, Supervisor

COUNTY CONTRACTOR

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

11/05/09

Adopted

**TOWN OF RIVERHEAD**

**Resolution # 1033**

**AUTHORIZES EXECUTION OF AGREEMENT WITH THE SUFFOLK COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT FOR ADMINISTRATION OF THE EMPIRE ZONE PROGRAM**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead and the County of Suffolk have entered into an agreement for the purposes of providing financial support to assist the Town of Riverhead in administration of the Empire Zone; and

WHEREAS, implementation of the Empire Zone program requires certain actions by the applicant municipalities for the administration of the empire zone; and

WHEREAS, the term of the agreement shall commence upon execution by both parties and shall continue through December 31, 2011; and

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement through December 31, 2011 with the County of Suffolk for funds in the amount of \$29,000 for 2009, 2010, and 2011; 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**

Wooten  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

AGREEMENT

This AGREEMENT by and between the COUNTY OF SUFFOLK ("County"), acting through its duly constituted DEPARTMENT OF ECONOMIC DEVELOPMENT AND WORKFORCE HOUSING ("Department"), located at 100 Veterans Memorial Highway, Hauppauge, New York, 11788, and the TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, ("Town"), with offices located at 200 Howell Avenue, Riverhead, New York, 11901.

1. **Purpose of Agreement.** This Agreement is intended to set forth the terms and conditions related to the County's contribution of funds to assist with the administrative expenses of the Suffolk County/Town of Riverhead Empire Zone (Zone) under the Memorandum of Agreement (MOA) entered into between the parties hereto, and the Towns of Southampton and Babylon, dated May 27, 2009, a copy of which is attached hereto and incorporated herein *or any subsequent modifications thereto.*
2. **Term and Termination.** The term of this Agreement ("Term") shall commence upon execution by both parties and shall continue until December 31, 2011 unless sooner terminated as provided herein. The County or Town may terminate this Agreement upon thirty (30) calendar days' written notice of termination ("Termination Notice").
3. **Town Responsibilities.** The Town shall:
  - a. carry out the services described in the application of the County and the Town for the Zone, as approved by the New York State Department of Economic Development.
  - b. carry out the responsibilities and obligations set forth in Article 18-B of the New York General Municipal Law and any other laws, rules and regulations concerning the operation and administration of the Zone.
  - c. provide the Suffolk County Executive and the Suffolk County Legislature, upon request, with copies of all reports required to be submitted pursuant to Article 18-B and as may be required by any department or agency of the State of New York related to the Zone.
  - d. perform all obligations and responsibilities contained in any agreement(s) entered into between the Town and the New York State Department of Economic Development or any successor thereto concerning the operation and administration of the Zone during the term of this Agreement.
  - e. use funds provided by the COUNTY pursuant to this Agreement for the sole purpose of defraying the administrative expenses of the Zone.

TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

4. Indemnification.

a. The Town agrees that it shall protect, indemnify, and hold harmless the County and its officers, officials, employees, contractors, and agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, arising out of the Town's own acts, omissions, or negligence in connection with actions undertaken pursuant to this Agreement. The Town shall defend the County and its officers, officials, employees, contractors, and agents in any suit, including appeals, or at the County's option, pay reasonable attorneys' fees for defense of any such suit arising out of the Town's acts or omissions or negligence, or those of its officers, officials, employees, contractors, or agents, if any, in connection with this Agreement except to the extent that any losses are caused by the negligence, fault, or default of the County.

b. The Town shall cooperate with the County in connection with the investigation, defense, or prosecution of any action, suit, or proceeding in connection with this Indemnification Agreement.

c. The provisions of this Section shall survive the termination of this Agreement.

5. Payment Terms.

a. The Town shall prepare and present a claim form supplied by the County and approved for payment by the County ("Suffolk County Payment Voucher"). Payment by the County will be made within thirty (30) days after approval by the Comptroller of the County of Suffolk.

b. The Town agrees that it shall be entitled to no more than the funds set forth in the MOA dated May 27, 2009 for the completion of all work, labor and services contemplated in this Agreement.

c. The funds payable to the Town under this Agreement are exclusive of federal, state and local taxes, the County being a municipality exempt from payment of such taxes.

d. The acceptance by the Town of full payment of all billings made on the final approved Suffolk County Payment Voucher under this Agreement shall operate as and shall be a release to the County from all claims and liability to the Town, its successors, legal representatives and assigns, for services rendered under this Agreement.

6. Agreement Subject to Appropriation of Funds. This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the Legislature for the purposes set forth in this

**TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY**

Agreement. If New York State fails to provide its annual grant funding, either party may terminate this Agreement by providing a Termination Notice and decline to make its contribution.

**7. Accounting Procedures.**

- a. The Town agrees to maintain accounts, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement in accordance with generally accepted accounting principles and as may be promulgated by the Suffolk County Department of Audit and Control and any financial directives promulgated by the Department.
- b. The Town agrees to retain all accounts, records and other documents relevant to this Agreement for seven (7) years after final payment. Federal, State and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period.

**8. Audit.** All payments made under this Agreement are subject to audit by the Suffolk County Comptroller pursuant to Article V of the Suffolk County Charter. The Town further agrees that the County Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to services under this Agreement. If the Town fails to cooperate with an audit by the Comptroller, the County shall have the right to suspend or partially withhold payments under this Agreement or under any other agreement between the parties until such cooperation is forthcoming. If such an audit discloses overpayments by the County to the Town, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Town shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Town from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

**9. Furniture, Fixtures, Equipment, Materials, Supplies.** Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment valued in excess of one thousand (\$1,000.00) per unit, the Town shall submit to the County a written request for approval to make such a proposed purchase, rental or lease, with a list showing the quantity and description of each item, its intended location and use, estimated unit price or cost, extended price or cost and estimated total cost of the proposed order. Written approval of the County shall be required before the Town may proceed with such proposed purchase, rental or lease of furniture, fixtures or equipment. All items purchased must be new unless specifically allowed otherwise.

TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

10. Assignment and Subcontracting.

- a. The Town shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Town may use its own procurement procedures in connection with retention of subcontractors, but shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the County of any subcontract shall provide for the incurrence of any obligation by the County in addition to the total agreed upon funding. The Town may use its own procurement procedures for retention of its subcontractors and shall be responsible for the performance of any subcontractor for the delivery of service.

11. Independent Contractor. It is expressly agreed that the Town's status hereunder is that of an independent contractor. Neither the Town, nor any person hired by the Town shall be considered employees of the County for any purpose.

12. Conflicts of Interest.

- a. The Town agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- b. The Town is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue for the term of this Agreement. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

13. Merger; No Oral Changes. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

**TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY**

14. **No Implied Waiver.** No waiver shall be inferred from any failure or forbearance of the County 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.

15. **Set-Off Rights.** The County and Town shall have all of their respective common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the option to withhold, for the purposes of set-off, any moneys due under any other contract between the County and the Town or from any other source, up to the amounts of money due and owing to the County with regard to this contract. The County and Town shall exercise its set-off rights in accordance with its respective usual and customary practices.

16. **Publications and Publicity.**

- a. The Town shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the County. Any such printed matter or other publication shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by the Suffolk County Executive’s Office.”

- b. Town shall not issue press releases or any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement without first obtaining written approval from the Department.

17. **Compliance with Law.** The Town shall comply with any and all federal, state, and local laws in connection with actions taken pursuant to this Agreement, including, but not limited to Article 18-b of the General Municipal Law. As used in this Agreement, the word “Law” means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

18. **Notices and Contact Persons.**

- a. **Notices in General:** Any communication, notice, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing, delivered as follows, and shall be given to the other party or its designated representative at the following addresses or at such other address that may be specified in writing by the parties:

Law No. 11-ED-011

**TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY**

By Personal Delivery and First Class Mail; or First Class and Certified Mail, Return Receipt Requested; or by Nationally Recognized Overnight Courier Service or Fax transmittal or Email:

For the County:

Suffolk County Department of Economic Development and Workforce  
Housing  
100 Veterans Memorial Highway  
Hauppauge, New York 11788  
Attn: Patrick Heaney, Commissioner  
Fax No.: (631) 853-  
Email: [@suffolkcountyny.gov](mailto:@suffolkcountyny.gov)

For the Town of Riverhead:

Phil Cardinale, as Supervisor for Town of Riverhead and Chairman of  
the Community Development Agency  
200 Howell Avenue  
Riverhead, New York 11901  
Fax No. (631)727-6712  
Email: [cardinale@riverheadli.com](mailto:cardinale@riverheadli.com)

b. **Notices Relating to Termination and/or Litigation:** In the event either party to this Agreement receives a notice of claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant, etc.) to any legal action or proceeding related to this Agreement, it shall immediately deliver to the other party, and to the County Attorney and/or Office of the Town Attorney, at the addresses set forth below, copies of all papers filed by or against it.

Any communication or notice regarding termination shall be in writing and shall be given to the County or Town or the designated representative identified in this Agreement at the following address or at such other address that may be specified in writing by the County or Town and must be delivered as follows:

By Personal Delivery and First Class Mail; First Class and Certified Mail, Return Receipt Requested; or by Nationally Recognized Overnight Courier

For the County:

Suffolk County Department of Economic Development and Workforce  
Housing  
100 Veterans Memorial Highway  
Hauppauge, New York 11788  
Attn: Patrick Heaney, Commissioner

With a copy to the County Attorney:

TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

Christine Malafi, County Attorney  
100 Veterans Memorial Highway, 6<sup>th</sup> Floor  
P.O. Box 6100  
Hauppauge, New York 11788

For the Town of Riverhead:

Phil Cardinale, as Supervisor for Town of Riverhead and Chairman of  
the Community Development Agency  
200 Howell Avenue  
Riverhead, New York 11901

With a copy to the Office of the Town Attorney at the same address:  
Attention: Dawn C. Thomas, Town Attorney

19. **Entire Agreement.** This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or verbal) of the parties relating to the subject matter of this Agreement. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the parties or their respective officers, employees, servants, agents or independent contractors, and neither party shall have the right, power, or authority to bind the other in any manner whatsoever.
20. **Severability.** This Agreement shall be governed by the Laws of the State of New York. If any portion, term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
21. **No Intended Third Party Beneficiaries.** This Agreement shall not be construed to accrue to the benefit of third parties.
22. **Gratuities.** The County of Suffolk and Town of Riverhead each represent and warrant that it has not offered or given any gratuity to any official, employee, or agent of the Town, Suffolk County, or New York State, or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of both Chapter 18 of the Code of the Town of Riverhead and Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

Law No. 11-ED-011

**TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date this Agreement is last executed by the parties hereto.

**TOWN OF RIVERHEAD**

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

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

Title: \_\_\_\_\_

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

**APPROVED AS TO LEGALITY**

**CHRISTINE MALAFI  
SUFFOLK COUNTY ATTORNEY**

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

Jacqueline Caputi  
Assistant County Attorney

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

**COUNTY OF SUFFOLK**

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

Deputy County Executive

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

**APPROVED:  
SUFFOLK COUNTY DEPARTMENT  
OF ECONOMIC DEVELOPMENT  
AND WORKFORCE HOUSING**

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

Patrick Heaney  
Commissioner

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

## TOWN OF RIVERHEAD

Resolution #1023 **ADOPTED 11.05.09****AUTHORIZES THE EXTENSION AND RENEWAL OF BUILDING PERMITS FOR MAIDSTONE LANDING HOMEOWNER'S ASSOCIATION, INC.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, representatives of the Maidstone Landing Homeowner's Association, Inc. appeared at a work session to discuss a myriad of issues related to Building Permit No. ZB 31999 for alterations, to wit: re-roofing and siding of buildings which are part of a condominium complex, Building Permit No. ZB 32222 for replacement of retaining walls situated on the property and electrical fees assessed against the applicant related to construction activities located on Sound Avenue, Riverhead as set forth in Building Permit No. ZB 31999; and

**WHEREAS**, the Town Board directed the Town Attorney's Office to investigate all aspects of permit fees including fees to extend the building permits as required pursuant to Riverhead Town Code §108-73 (e); and

**WHEREAS** the Town Attorney's Office met with the Building Department Administrator and the Planning Director and reviewed all files in connection with the approved site plan and above building permits. A review of the file reveals that all fees imposed under Building Permit No. ZB 31999 and Building Permit No. ZB 32222 conform to the Riverhead Town Code. The electrical fees were assessed for the removal of fixtures necessary to complete alterations which were the subject of Building Permit ZB 3199 and upon completion of the alterations and reinstallation of the identical electrical fixtures. The electrical fee schedule distinguishes between "commercial" vs. "residential". The electrical fee for replacement of devices for commercial buildings is \$150.00 per building. The Planning Director and the Building Administrator confirmed that condominiums are treated as "commercial" buildings rather than "residential" under the Code, thus it appears that the appropriate fee for replacement of devices should reflect 41 commercial buildings rather than 82 residential units. Last, representatives of the Maidstone Landing Homeowner's Association, Inc. assert that the expiration of Building Permit No. ZB 31999 and Building Permit No. ZB 32222 were related to miscommunications between the construction project manager, their consulting engineer and Town staff regarding inspections required to complete the projects in

connection with Building Permit No. ZB 31999 for roofing and siding alterations and Building Permit No. ZB 32222 for replacement of retaining walls such that inspections did not take place in a timely manner resulting in expiration of the above identified permits. While the files do reveal evidence of requests for inspection and delays due to weather, there also exists evidence of lack of procedural follow through on the part of the applicant;

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board requests that the Building Department evaluate and impose the electrical fee for removal and replacement of electrical devices based upon a calculation of the number of commercial buildings, to wit: 41, and hereby authorizes the Building Department to deem extended and renewed Building Permit No. ZB 31999 and Building Permit No. ZB 32222 for a period of one year with the clear understanding that it is the duty of applicant to schedule and arrange all future inspections with the Building Department and complete all improvements under the above permits within the one year.

**RESOLVED** that the Town Clerk is hereby directed to forward a copy of this resolution to Maidstone Landing Homeowner's Association, Inc., 60A Clubhouse Dune Drive, Riverhead, New York 11901 and Joseph G. Colbert, Esq., Kagan, Lubic, Lepper, Lewis, Gold & Colbert, LLP, 200 Madison Avenue, New York, New York 10016; 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

Thereupon Duly Declared Adopted

11.05.09

Councilman John Dunleavy offered the resolution to be UNTABLED. Councilman Jim Wooten seconded the resolution. THE VOTE: Wooten, yes; Dunleavy, yes; Blass, yes; Cardinale, yes; The resolution was UNTABLED

Councilman John Dunleavy then offered the resolution to be ADOPTED. Councilman Jim Wooten seconded. THE VOTE: Wooten, yes; Dunleavy, yes; Blass, yes; Cardinale, yes. The resolution was ADOPTED.