

PUBLIC COMMENT ON ANY CDA RESOLUTION LISTED

BELOW:

CDA Res. #11 Authorizes the Supervisor to Execute an Agreement with DRU Associates, Inc.

CDA Res. #12 Authorizes the Chairman to Execute the Second Amendment to Agreement of Sale Dated October 2, 2007 with REPCAL, LLC

PUBLIC COMMENT ON ANY REGULAR TOWN BOARD RESOLUTION LISTED BELOW:

Res. #258 Authorizes the Supervisor to Execute the Second Amendment to Agreement of Sale Dated October 2, 2007 with REPCAL LLC

Res. #259 Bond Resolution, Subject to Permissive Referendum, Authorizing the Construction of a Rock Jetty at Wading River Creek in and for the Town of Riverhead, Suffolk County, New York, at a Maximum Estimated Cost of \$1,125,000 and Authorizing the Issuance of \$1,125,000 Bonds of Said Town to Pay the Cost Thereof

Res. #260 Sewer Extension – Belt Filter Press Budget Adjustment

Res. #261 Accepts 100% Security of New York SMSA Limited Partnership D/B/A Verizon Wireless (Jamesport Fire District Property)

Res. #262 Ratifies Attendance at the Suffolk Academy of Law Animal Law III Seminar

Res. #263 Promotes Police Officer Michael Schmidt to the Position of Detective Grade III

Res. #264 Ratifies the Appointment of a P/T Assistant Recreation Leader/Skatepark Level I to the Riverhead Recreation Department (Jose Coropuna)

Res. #265 Appoints a Park Attendant II, Level II to the Riverhead Recreation Department (Samuel Randall)

- Res. #266 Promotion to Maintenance Mechanic V in the Building and Grounds Division of the Town Engineer's Office (Gary Hubbard)
- Res. #267 Accepts Voluntary Resignation of a Recreation Employee (Frederick Boutcher IV)
- Res. #268 Accepts Retirement of a Justice Court Clerk (Constance Stelzer)
- Res. #269 Accepts Retirement of a Justice Court Clerk (Dale Young)
- Res. #270 Authorizes the Attendance of Employees at International Municipal Signal Association Certification School
- Res. #271 Appoints Public Safety Dispatchers to the Police Department (Eric Raudies & Dawn Piotrowski)
- Res. #272 Authorization to Discard Fixes Assets
- Res. #273 Authorizes 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. #274 Authorizes the Supervisor to Execute a License Agreement with AEROS Cultured Oyster Company to Allow the Installation of Floating Upweller Systems (Flupsy) in East Creek
- Res. #275 Authorizes the Town Clerk to Advertise for Bids on Kawasaki 60ZV-2 Wheel Loader or Equal
- Res. #276 Authorizes Supervisor to Execute Change Order Transmission Improvements at Sound Avenue and Various Locations Riverhead Water District
- Res. #277 Authorizes the Supervisor to Execute a Traffic Signal Agreement at the Intersection of County Road 73, Roanoke Avenue at Riverhead Fire Dept (Approx. 200' North of CR 43, Northville Tpke)
- Res. #278 Authorizes the Supervisor to Execute a Traffic Signal Agreement at the Intersection of County Road 43, Northville Turnpike at County Road 73, Roanoke Avenue, Riverhead

- Res. #279 Authorizes the Supervisor to Execute a Traffic Signal Agreement at the Intersection of County Road 73, Roanoke Avenue at Railroad Avenue, Riverhead
- Res. #280 Resolution to Extend Agreement between Town of Riverhead and VMS Planning Services
- Res. #281 Awards Bid Test Well Construction at Various Sites Riverhead Water District
- Res. #282 Awards Bid to Calgon Carbon Corporation Carbon Filter Changeout Riverhead Water District
- Res. #283 Awards Bid Office Pump Station Replacement Calverton Sewer District
- Res. #284 Awards Bid for Annual Construction Contract
- Res. #285 Awards Bid for Recreation Department Brochure
- Res. #286 Approves Chapter 90 Application of Our Redeemer Lutheran Church of Aquebogue (Carnival & Flower Sale)
- Res. #287 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, “Zoning” of the Riverhead Town Code (§108-179 - Pine Barrens Overlay District)
- Res. #288 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, “Zoning” of the Riverhead Town Code (§108-138 – Light Industrial (LI) Zoning Use District)
- Res. #289 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, “Zoning” of the Riverhead Town Code (§108-145.2-Calverton Office (CO) Zoning Use District)
- Res. #290 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 - Entitled, “Zoning” of the Riverhead Town Code (§108-237; §108-239; §108-240; §108-241; §108-242; §108-243; §108-244; §108-245 – Planned Recreational Park (PRP) District

- Res. #291 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 – Entitled, “Zoning” of the Riverhead Town Code (§108-231; §108-234 – Planned Industrial Park (PIP) District
- Res. #292 Establishes Fees for Showmobile Usage
- Res. #293 Youth Services Budget Adjustment
- Res. #294 Pays Bills

Adopted

04/01/08

COMMUNITY DEVELOPMENT AGENCY
TOWN OF RIVERHEAD

Resolution # 11

AUTHORIZES THE CHAIRMAN TO EXECUTE AN
AGREEMENT WITH DRU ASSOCIATES, INC.

COUNCILWOMAN BLASS offered the following resolution, was seconded
by _____:

COUNCILMAN DUNLEAVY
WHEREAS, The Community Development Agency of the Town of Riverhead has determined that it requires the professional services of Dru Associates, Inc. to conduct environmental studies on property owned by the Community Development Agency, and

WHEREAS, Dru Associates has submitted a proposal to provide environmental consulting services as set forth above,

NOW, THEREFORE, be it hereby

RESOLVED that the Community Development Agency authorizes the Chairman to execute a professional services agreement with Dru Associates, Inc. substantially in the form attached hereto, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Dru Associates, Inc., the Town Attorney and the Office of Accounting.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

April 1, 2008

TOWN OF RIVERHEAD

Adopted

CDA RESOLUTION # 12

AUTHORIZES THE CHAIRMAN TO EXECUTE THE SECOND AMENDMENT TO AGREEMENT OF SALE DATED OCTOBER 2, 2007 WITH REPCAL LLC

COUNCILMAN DUNLEAVY

offered the following

resolution, which was seconded by

COUNCILMAN BUCKLEY

WHEREAS, the Town of Riverhead and the Town of Riverhead Community Development Agency have entered into an Agreement of Sale to sell some 300 acres of property located in the Light Industrial Zone at the Enterprise Park at Calverton, south of Route 25, Calverton, New York; to Repcal LLC; and

WHEREAS, REPCAL LLC has requested a thirty (30) day extension of the time period within which to file its preliminary subdivision application and site plan application for one building, as set forth in paragraph 9.1 of the Agreement of Sale; and

WHEREAS, the requested extension will not cause any additional delays with respect to the other time periods and deadlines set forth in the October 2, 2007 Agreement;

NOW, THEREFORE BE IT RESOLVED,

That the Chairman is hereby authorized to execute a second amendment to the Agreement of Sale dated October 2, 2007 in the form and content as annexed hereto;

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution and attached notice to Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP., 456 Griffing Avenue, Riverhead, New York 11901, Guy Germano, Esq., Germano & Cahill, PC., 4250 Veterans Memorial Highway, Suite 275, Holbrook, New York 11741; Chris Kempner, Director of the Community Development Agency, and Dawn C. Thomas, Esq., Town Attorney.

THIS RESOLUTION HAS BEEN PREPARED BY FRANK A. ISLERIE VOTE SPECIAL COUNSEL.

Buckley	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Wooten	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
	Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no		

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

SECOND AMENDMENT TO AGREEMENT OF SALE
DATED OCTOBER 2, 2007

WHEREAS, the Town of Riverhead and Town of Riverhead Community Development Agency (collectively, "Seller") and REPCAL, LLC ("Purchaser") entered into an agreement of sale dated October 2, 2007 which, by its terms, had an effective date of November 1, 2007 (the "Agreement"); and

WHEREAS, pursuant to Section 9.1 of the Agreement, the Purchaser is required to file its application for preliminary subdivision and its application for a site plan for one building on or before March 30, 2008; and

WHEREAS, the parties are agreeable to extend this deadline by thirty (30) days, provided that all other deadlines set forth in the Agreement, except for the completion of the Due Diligence Period previously extended by the prior amendment, shall remain in full force and effect as measured under the original terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Seller and Purchaser agree as follows:

1. The Purchaser's time to file the preliminary subdivision application and application for site plan approval for its first industrial building, as set forth in paragraph 9.1 of the Agreement, shall be extended to April 30, 2008.
2. The Purchaser expressly agrees that it shall adhere to all other time deadlines as calculated under the terms of the original Agreement, with the exception of the time to complete the Due Diligence Period which has been previously extended by the Agreement of the parties.
3. Except as modified by this amendment, all other provisions of the Agreement shall remain in full force and effect. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

SELLER:

TOWN OF RIVERHEAD

BY: _____

NAME: PHILIP J. CARDINALE

TITLE: SUPERVISOR

DATE: _____

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT
AGENCY

BY: _____

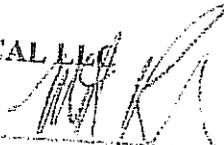
NAME: PHILIP J. CARDINALE

TITLE: CHAIR

DATE: _____

PURCHASER:

REPCAL LLC

BY:  _____

NAME: MITCHELL RECHLER

TITLE: MANAGER

DATE: _____

April 1, 2008

RESOLUTION # 258
TOWN OF RIVERHEAD

Adopted

AUTHORIZES THE SUPERVISOR TO EXECUTE THE SECOND AMENDMENT
TO AGREEMENT OF SALE
DATED OCTOBER 2, 2007 WITH REPCAL LLC

COUNCILMAN BUCKLEY

offered the following

resolution, which was seconded by

COUNCILMAN WOOTEN

WHEREAS, the Town of Riverhead and the Town of Riverhead
Community Development Agency have entered into an Agreement of Sale to sell
some 300 acres of property located in the Light Industrial Zone at the
Enterprise Park at Calverton, south of Route 25, Calverton, New York; to
Repcal LLC; and

WHEREAS, REPCAL LLC has requested a thirty (30) day extension of the
time period within which to file its preliminary subdivision application and site
plan application for one building, as set forth in paragraph 9.1 of the
Agreement of Sale; and

WHEREAS, the requested extension will not cause any additional delays
with respect to the other time periods and deadlines set forth in the October 2,
2007 Agreement;

NOW, THEREFORE BE IT RESOLVED,

That the Supervisor is hereby authorized to execute a second
amendment to the Agreement of Sale dated October 2, 2007 in the form and
content as annexed hereto;

RESOLVED, that the Town Clerk is hereby directed to forward a certified
copy of this resolution and attached notice to Smith, Finkelstein, Lundberg,
Isler & Yakaboski, LLP., 456 Griffing Avenue, Riverhead, New York 11901, Guy
Germano, Esq., Germano & Cahill, PC., 4250 Veterans Memorial Highway,
Suite 275, Holbrook, New York 11741; Chris Kempner, Director of the
Community Development Agency, and Dawn C. Thomas, Esq., Town Attorney.

THIS RESOLUTION HAS BEEN PREPARED BY FRANK A. ISLER, SPECIAL
COUNSEL.

THE VOTE
Buckley yes ___ no Wooten yes ___ no
Dunleavy yes ___ no Blass yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

SECOND AMENDMENT TO AGREEMENT OF SALE
DATED OCTOBER 2, 2007

WHEREAS, the Town of Riverhead and Town of Riverhead Community Development Agency (collectively, "Seller") and REPCAL LLC ("Purchaser") entered into an agreement of sale dated October 2, 2007 which, by its terms, had an effective date of November 1, 2007 (the "Agreement"); and

WHEREAS, pursuant to Section 9.1 of the Agreement, the Purchaser is required to file its application for preliminary subdivision and its application for a site plan for one building on or before March 30, 2008; and

WHEREAS, the parties are agreeable to extend this deadline by thirty (30) days, provided that all other deadlines set forth in the Agreement, except for the completion of the Due Diligence Period previously extended by the prior amendment, shall remain in full force and effect as measured under the original terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Seller and Purchaser agree as follows:

1. The Purchaser's time to file the preliminary subdivision application and application for site plan approval for its first industrial building, as set forth in paragraph 9.1 of the Agreement, shall be extended to April 30, 2008.
2. The Purchaser expressly agrees that it shall adhere to all other time deadlines as calculated under the terms of the original Agreement, with the exception of the time to complete the Due Diligence Period which has been previously extended by the Agreement of the parties.
3. Except as modified by this amendment, all other provisions of the Agreement shall remain in full force and effect. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

SELLER:

TOWN OF RIVERHEAD

BY: _____

NAME: PHILIP J. CARDINALE

TITLE: SUPERVISOR

DATE: _____

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT
AGENCY**

BY: _____

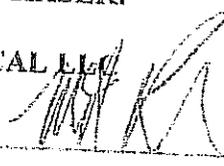
NAME: PHILIP J. CARDINALE

TITLE: CHAIR

DATE: _____

PURCHASER:

REPCAL LLC

BY:  _____

NAME: MITCHELL RECHLER

TITLE: MANAGER

DATE: 01/23/13

BOND RESOLUTION
(SUBJECT TO PERMISSIVE REFERENDUM)

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, on the 1st day of April, 2008, at 2:00 o'clock P.M., Prevailing Time.

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

PRESENT: Supervisor Philip Cardinale
Councilwoman Barbara Blass
Councilman John Dunleavy
Councilman Timothy Wooten
Councilman timothy Buckley

ALSO PRESENT: Town Clerk, Barbara Gratts
Town Attorney, Dawn Thomas

ABSENT:

The following resolution was offered by COUNCILMAN WOOTEN, who moved its adoption, seconded by COUNCILWOMAN BLASS, to-wit:

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

BOND RESOLUTION DATED APRIL 1, 2008.

A RESOLUTION, SUBJECT TO PERMISSIVE REFERENDUM, AUTHORIZING THE CONSTRUCTION OF A ROCK JETTY AT WADING RIVER CREEK IN AND FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,125,000, AND AUTHORIZING THE ISSUANCE OF \$1,125,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF.

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

WHEREAS, it is now desired to authorize such capital project and its financing; NOW, THEREFORE,

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

Section 1. The construction of a rock jetty at Wading River Creek in and for the Town of Riverhead, Suffolk County, New York, including incidental improvements and expenses in connection therewith, is hereby authorized, at a maximum estimated cost of \$1,125,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$1,125,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is thirty years, pursuant to subdivision 22(a) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized **will exceed five years.**

Section 4. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in

Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

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

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

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

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

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

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

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

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

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

The resolution was thereupon declared duly adopted.

* * * * *

NOTICE OF ADOPTION OF RESOLUTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Riverhead, Suffolk County, New York, at a meeting held on the 1st day of April, 2008, duly adopted the resolution published herewith **subject to a permissive referendum.**

Dated: Riverhead, New York,
April 1, 2008.

Barbara Grattan
Town Clerk

Resolution # 259

BOND RESOLUTION DATED APRIL 1, 2008.

A RESOLUTION, SUBJECT TO PERMISSIVE REFERENDUM, AUTHORIZING THE CONSTRUCTION OF A ROCK JETTY AT WADING RIVER CREEK IN AND FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,125,000, AND AUTHORIZING THE ISSUANCE OF \$1,125,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF.

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

WHEREAS, it is now desired to authorize such capital project and its financing; NOW, THEREFORE,

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

Section 1. The construction of a rock jetty at Wading River Creek in and for the Town of Riverhead, Suffolk County, New York, including incidental improvements and

expenses in connection therewith, is hereby authorized, at a maximum estimated cost of \$1,125,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$1,125,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is thirty years, pursuant to subdivision 22(a) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized **will exceed five years.**

Section 4. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the

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

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

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

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

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

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

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

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

APRIL 1, 2008

Adopted

TOWN OF RIVERHEAD

SEWER EXTENSION – BELT FILTER PRESS

BUDGET ADJUSTMENT

RESOLUTION # 260

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

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

		<u>FROM</u>	<u>TO</u>
406.081300.543320.70063	Professional Svcs-Attorney	5,000	
406.081300.523011.70063	Plant Improvements		5,000

THE VOTE

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

4/1/08

Adopted

TOWN OF RIVERHEAD

Resolution # 261

**ACCEPTS 100% SECURITY OF NEW YORK SMSA LIMITED PARTNERSHIP
D/B/A/ VERIZON WIRELESS
(Jamesport Fire District Property)**

COUNCILMAN DUNLEAVY offered the following resolution,
which was seconded by COUNCILMAN BUCKLEY :

WHEREAS, New York SMSA Limited Partnership d/b/a/ Verizon Wireless (Verizon) has posted a Citibank Official Check #110080133 in the sum of Two Thousand Two Hundred Dollars (\$2,200) representing the 100% site plan security bond in connection with Riverhead Planning Board Resolution #14, dated February 11, 2008, for the installation of a public utility wireless communications facility on the Jamesport Fire District's property located at 25 Manor Lane, Jamesport, New York, further described as Suffolk County Tax Map #0600-68-2-9.5, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

WHEREAS, the Town Attorney has reviewed said security and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the Citibank Official Check #110080133 in the sum of Two Thousand Two Hundred Dollars (\$2,200) representing the 100% site plan security bond in connection with Riverhead Planning Board Resolution #14, dated February 11, 2008, payable to the Town of Riverhead; and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Mike Ceccorulli, Amato & Associates, P.C., 666 Old Country Road, 9th Floor, Garden City, New York, 11530; and be it further

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

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

April 1, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 262

**RATIFIES ATTENDANCE AT THE SUFFOLK ACADEMY
OF LAW ANIMAL LAW III SEMINAR**

COUNCILMAN BUCKLEY

_____ offered the following resolution, was
seconded by

COUNCILMAN WOOTEN

WHEREAS, the Suffolk Academy of Law sponsored its third annual Animal Law Seminar at the Suffolk County Bar Association Center on March 27, 2008; and

WHREAS, Councilman James Wooten is liaison to the Animal Advisory Committee and said seminar addressed issues relevant to his role as liaison; and

WHEREAS, Councilman James Wooten attended said seminar;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead hereby ratifies Councilman James Wooten's attendance at the Animal Law III Seminar being presented by the Suffolk Academy of Law, which was held at the Suffolk County Bar Association Center, 560 Wheeler Road, Hauppauge, New York on Thursday, March 27, 2008 from 6:00 p.m. to 9:00 p.m., with registration beginning at 5:30 p.m., and be it further

RESOLVED that all expenses incurred by Councilman James Wooten in conjunction with his attendance at said seminar will be reimbursed upon proper submission of receipts, and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to Councilman James Wooten, the Office of the Town Attorney and the Office of Accounting.

WOOTEN YES ___ NO BUCKLEY YES ___ NO
DUNLEAVY YES ___ NO BLASS YES ___ NO
CARDINALE YES ___ NO
THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

April 1, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 263

PROMOTES POLICE OFFICER MICHAEL SCHMIDT TO THE POSITION OF
DETECTIVE GRADE III

COUNCILMAN WOOTEN offered the following resolution, which was seconded by
~~COUNCILWOMAN BLASS~~

WHEREAS, Police Officer Michael Schmidt has been assigned to the Detective Squad of the Riverhead Police Department since October 4, 2006; and

WHEREAS, a recommendation has been forwarded by Chief David J. Hegermiller to promote Michael Schmidt to the position of Detective Grade III.

NOW THEREFORE BE IT RESOLVED, that effective April 5, 2008, Michael Schmidt is promoted to the position of Detective Grade III at an annual salary as is provided in the current labor contract that exists between the Riverhead Police Benevolent Association and the Town of Riverhead; and,

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forwarded a copy of this resolution to Michael Schmidt, the Chief of Police and the Office of Accounting.

BLASS YES NO BUCKLEY YES NO
DUNLEAVY YES NO WOOTEN YES NO
CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

4/01/08

Adopted

TOWN OF RIVERHEAD

Resolution # 264

RATTIFIES THE APPOINTMENT OF A P/T ASSISTANT RECREATION LEADER / SKATEPARK LEVEL I TO THE RIVERHEAD RECREATION DEPARTMENT

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

RESOLVED, that Jose Coropuna. is hereby appointed to serve as a P/T Assistant Recreation Leader Level I effective March 29, 2008 to serve as needed on an at-will basis and to be paid at the rate of \$9.50 per hour, and to serve at the pleasure of the Town Board; and

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

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

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Jose Coropuna.

THE VOTE

Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

¹ Rec. Doris- P/T Assistant Rec. Leader- Skate Park-Jose Coropuna.

4/01/08

TOWN OF RIVERHEAD

Adopted

Resolution # 265

**APPOINTS A PARK ATTENDANT II, LEVEL II
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILMAN DUNLEAVY offered the following resolution,
which was seconded by COUNCILMAN BUCKLEY

RESOLVED, that Samuel Randall is hereby appointed as a Park Attendant II, Level II effective, April 2, 2008 to serve as needed on an at will basis to be paid at the rate of \$10.75 per hour, and to serve at the pleasure of the Town Board; and

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

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

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to Samuel Randall.¹

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

¹ Rec.Doris/ Resolution. Park Attend II Samuel Randall

April 1, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 266

**PROMOTION TO MAINTENANCE MECHANIC V IN THE BUILDING AND
GROUNDS DIVISION OF THE TOWN ENGINEER'S OFFICE.**

COUNCILMAN BUCKLEY offered the following resolution,
which was seconded by COUNCILMAN WOOTEN.

WHEREAS, the Town Engineer has requested a promotion of a Maintenance Mechanic IV to the position of Maintenance Mechanic V; and

WHEREAS, in accordance with the terms of the CSEA contract, the position was duly posted (Posting #7).

NOW, THEREFORE, BE IT RESOLVED, that Gary Hubbard is hereby promoted to the position of Maintenance Mechanic V effective April 7, 2008 as found on Group 15 Step 10 of the Operational and Technical Salary Schedule.

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

The Vote

Wooten ~~Yes~~ No Buckley ~~Yes~~ No
Dunleavy ~~Yes~~ No Blass ~~Yes~~ No
Cardinale ~~Yes~~ No

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

April 1, 2008

Adopted

TOWN OF RIVERHEAD

ACCEPTS VOLUNTARY RESIGNATION OF A RECREATION EMPLOYEE

RESOLUTION # 267

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

WHEREAS, Frederick Boutcher IV, a part-time Recreation Leader in the Town of Riverhead Recreation Department, has not been actively at work since November 24, 2007.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the voluntary resignation of Frederick Boutcher IV retroactive to November 24, 2007.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to send notification of this Resolution to Frederick Boutcher IV, the Recreation Department, the Accounting Office and the Personnel Officer.

The Vote

Wooten ~~Yes~~ No Buckley ~~Yes~~ No
Dunleavy ~~Yes~~ No Blass ~~Yes~~ No
Cardinale ~~Yes~~ No

THE RESOLUTION ~~X~~ WAS WAS NOT

THEREFORE DULY ADOPTED

April 1, 2008

Adopted

TOWN OF RIVERHEAD

ACCEPTS RETIREMENT OF A JUSTICE COURT CLERK

RESOLUTION # 268

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

WHEREAS, the Town has received a letter from Constance Stelzer, a Justice Court Clerk in the Justice Court, indicating her intent to retire effective March 29, 2008.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the retirement of Constance Stelzer.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to send notification of this Resolution to Constance Stelzer, the Justice Court, the Accounting Office and the Personnel Officer.

The Vote

Wooten ~~Yes~~ No Buckley ~~Yes~~ No
Dunleavy ~~Yes~~ No Blass ~~Yes~~ No
Cardinale ~~Yes~~ No

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

April 1, 2008

Adopted

TOWN OF RIVERHEAD

ACCEPTS RETIREMENT OF A JUSTICE COURT CLERK

RESOLUTION # 269

COUNCILMAN DUNLEAVY offered the following resolution,
which was seconded by COUNCILMAN BUCKLEY.

WHEREAS, the Town has received a letter from Dale Young, a Justice Court Clerk in the Justice Court, indicating her intent to retire effective March 29, 2008.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the retirement of Dale Young.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to send notification of this Resolution to Dale Young, the Justice Court, the Accounting Office and the Personnel Officer.

The Vote

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

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

April 1, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 270

AUTHORIZES THE ATTENDANCE OF EMPLOYEES AT INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION CERTIFICATION SCHOOL

COUNCILMAN BUCKLEY OFFERED THE FOLLOWING RESOLUTION,

WHICH WAS SECONDED BY ~~COUNCILMAN WOOTEN~~

WHEREAS, the International Municipal Signal Association is conducting the annual Certification School April 14 – 17, 2008 in Mansfield, Massachusetts; and

WHEREAS, certification is required to allow employees to make necessary repairs, replacements and installations of traffic signals in the Town of Riverhead; and

WHEREAS, it is the recommendation of the Town Engineer that four employees be authorized to attend certification school.

NOW, THEREFORE, BE IT RESOLVED, that four employees be and are hereby authorized to attend the International Municipal Signal Association School; and

BE IT FURTHER RESOLVED, that fees associated with the courses will be paid by purchase order and lodging will be fully receipted and reimbursed upon their return; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Engineering Department and the Office of Accounting.

THE VOTE

Buckley	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Wooten	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

April 1, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 271

APPOINTS PUBLIC SAFETY DISPATCHERS TO THE POLICE DEPARTMENT

COUNCILMAN WOOTEN offered the following resolution, which was seconded by ~~COUNCILWOMAN BLASS~~

WHEREAS, vacancies for Public Safety Dispatcher I exist in the Police Department; and,

WHEREAS, the Suffolk County Department of Civil Service established list #05-0177-068 PUBLIC SAFETY DISPATCHER I OC, which was canvassed; and,

WHEREAS, pursuant to completed background investigations and personal interviews, it is the recommendation of Chief David J. Hegermiller, the Town Board Personnel Committee and the Personnel Officer that Eric Raudies and Dawn Piotrowski be appointed to this position.

NOW, THEREFORE, BE IT RESOLVED, effective April 2, 2008, the Town Board hereby appoints Eric Raudies and Dawn Piotrowski to the position of Public Safety Dispatcher I as found in Group 1, Step P of the Public Safety Dispatcher salary structure in the CSEA contract; and,

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Eric Raudies, Dawn Piotrowski, Chief David J. Hegermiller, the Personnel Officer and the Office of Accounting.

BLASS YES NO BUCKLEY YES NO
DUNLEAVY YES NO WOOTEN YES NO
CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

April 1, 2008

TOWN OF RIVERHEAD

Adopted

AUTHORIZATION TO DISCARD FIXED ASSETS

RESOLUTION # 272

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

WHEREAS, broken equipment that has been salvaged for parts and is no longer usable; and

WHEREAS, after careful consideration the following departments have made recommendations to the Accounting Department that this equipment has no residual value and should be discarded. The Accounting Department hereby requests that the Town Board excess this property so that it may be removed from the records.

WHEREAS, unless the Sanitation Supervisor determines the item can be disposed of through the STOP Program.

NOW, THEREFORE BE IT RESOLVED that the Accounting Department is hereby authorized to discard the following items:

<u>Department</u>	<u>Tag #</u>	<u>Description</u>
Assessors	20731	Blue Divider
Assessors	20732	Blue Divider
Assessors	20733	Blue Divider
Assessors	20735	Blue Divider
Assessors	28622	Pedestal Desk
Accounting	20425	File Cabinet
Police	6535	Card File
Town Clerk	26572	Bookcase
Justice Court	26571	File Cabinet
Police	24813	Fax Machine
Municipal Garage	22245	Fax Machine
Accounting	24055	Divider
Accounting	24056	Divider
Accounting	21179	Divider

THE VOTE

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

4/1/08

Adopted

Town of Riverhead

Resolution # 273

AUTHORIZES 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

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

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 practice 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 biodeposits for analyses and various other sampling programs of several days duration 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 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 interests 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; and

NOW THEREFORE BE IT HEREBY 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 certified copy of this resolution to NOAA, and copies to the Office of the Town Attorney and the Office of Accounting.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

LICENSE

License ("License"), made as of the day of April, 2008, by and between the Town of Riverhead, ("Licensor") having an address at 200 Howell Avenue, Riverhead, New York and National Oceanic and Atmospheric Administration, a division of United States Department of Commerce, having an address at

WITNESSETH

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 biodeposits for analyses and various other sampling programs of several days duration to cover all tides during the shellfish growing season, 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 biodeposits for analyses 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 April 1, 2008 and shall end on December 31, 2008.

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

4. License Fee. 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 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.

6. Insurance. Licensee shall carry Comprehensive General Liability Insurance and/or 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 holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Licensee under this Agreement.

7. Repair, Maintenance and Inventory of License Properties.

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

b) The licensee shall not be permitted to alter the licensed properties without the prior permission of the licensor.

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

ownership interests in Licensee, direct or indirectly shall be deemed to be an assignment of this License.

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

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

agreements shall be deemed to be a default under this License, and any default under this license shall be deemed a default under such similar agreements.

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

TOWN OF RIVERHEAD

By: _____
PHILIP J. CARDINALE, Supervisor

By: _____
Authorized representative for
National Oceanic and Atmospheric
Administration (NOAA)

4/1/08

Adopted

Town of Riverhead

Resolution # 274

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH AEROS CULTURED OYSTER COMPANY TO ALLOW THE INSTALLATION OF FLOATING UPWELLER SYSTEMS (FLUPSY) IN EAST CREEK

COUNCILMAN BUCKLEY

_____ offered the following resolution, was seconded by

~~COUNCILMAN WOOTEN~~ :

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

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

WHEREAS, Aeros Cultured Oyster Company is in the business of cultivating oysters, scallops and hard clams for the purpose of providing cultivated shellfish to entities wishing to aid in the proliferation of shellfish; and

WHEREAS, Aeros Cultured Oyster Company wishes to install five (5) Floating Upweller Systems in East Creek for the purposes of cultivating shellfish; and

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

WHEREAS, Aeros Cultured Oyster Company has agreed to provide monthly tours of its East Creek facility.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute the attached License Agreement with ~~Twin Fork Oyster~~ *Aeros Cultured*; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Aeros Cultured Oyster Company, P.O. Box 964, Southold, New York, 11971 and copies to the Office of the Town Attorney and the Office of Accounting.

THE VOTE

Buckley	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Wooten	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
			Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

LICENSE

License ("License"), made as of the day of April, 2008, by and between the Town of Riverhead, ("Licensor") having an address at 200 Howell Avenue, Riverhead, New York and Aeros Cultured Oyster Company, ("Licensee"), having an address at P.O. Box 964, Southold, New York, 11971, a not for profit corporation.

WITNESSETH

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

WHEREAS, the Town of Riverhead wishes to grant the Licensor the right to install and utilize up to five (5) FLUPSY tanks at the aforementioned location.

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

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

2. Term of the License. The term of this License (the "term") shall commence on January 1, 2008 and shall end on December 31, 2008.

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

4. License Fee. Licensee shall pay to Licensor, upon the execution of this agreement the license fee of \$50.00 per month for each FLUPSY installed at the Town's site for the term of the license, in full. In addition, licensee agrees to pay metered electric and water charges to the Town.

a) The License fee and any other monies payable by the licensee shall be paid by check made payable to the Town of Riverhead and delivered to William Rothaar, Financial Administrator, at 552 East Main Street, Riverhead, New York, 11901.

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

6. Insurance. Aeros Cultured Oyster Company further agrees to carry public liability and in an amount not less than \$1,000,000.00 combined single limit covering bodily injury and property damage per occurrence in a company(ies) acceptable to the Town of Riverhead, in which policy the Town of Riverhead shall be named as additional insureds. Aeros Cultured Oyster Company shall furnish satisfactory

evidence that such insurance is in effect and will not be canceled during the term of this Agreement without thirty (30) days prior written notice of such cancellation to Authority.

7. Repair, Maintenance and Inventory of License Properties.

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

b) The licensee shall not be permitted to alter the licensed properties without the prior permission of the licensor.

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

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

10. Notices: Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor at 200 Howell Avenue, Riverhead, New York. If such notice is directed at the Licensee, it shall be addressed to PO Box 964, 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 the Licensor and Licensee are parties to related agreements, any default under the related agreements shall be deemed to be a default under this License, and any default under this license shall be deemed a default under such similar agreements.

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

TOWN OF RIVERHEAD

By: _____
PHILIP J. CARDINALE, Supervisor

AEROS CULTURED OYSTER
COMPANY

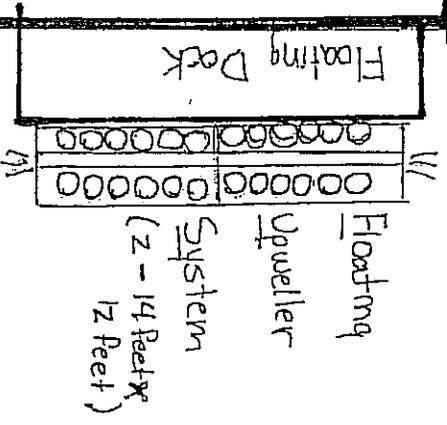
By: _____
KAREN RIVARA, President

Site Plan for FLURPS Y's
East Creek - River head, NY

Marina ↗

Head of
East Creek

East Creek



Parking Lot

Reconic Bay Blvd.



Boat Ramp

Adopted

TB 4/1/2008

TOWN OF RIVERHEAD

RESOLUTION # 275

AUTHORIZES THE TOWN CLERK TO ADVERTISE FOR BIDS ON
KAWASAKI 60ZV-2 WHEEL LOADER OR EQUAL

COUNCILMAN WOOTEN OFFERED THE FOLLOWING

RESOLUTION WHICH WAS SECONDED BY COUNCILWOMAN BLASS

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to advertise for sealed bids for the purchase of a KAWASAKI 60ZV-2 WHEEL LOADER or equal for the use of the Town of Riverhead Highway Department, AND BE IT,

RESOLVED, that the specifications and forms for bidding be prepared by the Superintendent of Highways, and all bids to be returnable up to 11:00 A.M. on APRIL 21, 2008, AND BE IT FURTHER,

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to open publicly and read aloud on April 21, 2008 at 11:00 A.M. at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, all sealed bids bearing the designation "BID on Kawasaki 60ZV-2 Wheel Loader or Equal".

DUNLEAVY YES ___ NO WOOTEN YES ___ NO
BLASS YES ___ NO BUCKLEY YES ___ NO
CARDINALE YES ___ NO
THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

NOTICE TO BIDDERS

Sealed bids for the purchase of a “KAWASAKI 60ZV-2 WHEEL LOADER or EQUAL” for the use of the Riverhead Highway Department will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until 11:00 A.M. on April 21, 2008.

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

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

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

All bids will be submitted in a sealed envelope bearing the designation “BID on KAWASAKI 60ZV-2 WHEEL LOADER or EQUAL” and addressed to: TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901.

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
BARBARA A. GRATTAN, TOWN CLERK**

4/1/08

Adopted

RESOLUTION # 276

AUTHORIZES SUPERVISOR TO EXECUTE CHANGE ORDER TRANSMISSION IMPROVEMENTS AT SOUND AVENUE AND VARIOUS LOCATIONS RIVERHEAD WATER DISTRICT

Councilperson COUNCILWOMAN BLASS offered the following
resolution which was seconded by Councilperson COUNCILMAN DUNLEAVY.

RESOLVED, that the Supervisor be and is hereby authorized to execute Change Order No. 2 Of the Riverhead Water District for the project known as the Transmission Improvements at Sound Avenue and various locations, and be it further

RESOLVED, that the Town Clerk shall forward copies of this resolution to the Riverhead Water District, Accounting Department, Frank A. Isler, Esq., and the contractor.

THIS RESOLUTION PREPARED BY FRANK A. ISLER FOR THE RIVERHEAD WATER DISTRICT

THE VOTE

Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

RIVERHEAD WATER DISTRICT
TRANSMISSION IMPROVEMENTS AT
SOUND AVENUE & VARIOUS LOCATIONS
H2M PROJECT NO.: RDWD 06-01

CHANGE ORDER NO. 2

January 14, 2008

Owner: RIVERHEAD WATER DISTRICT
1035 Pulaski Street
Riverhead, New York 11901
Contact: Supt. Gary Pendzick (631) 727-3205

Contractor: BENSIN CONTRACTING, INC.
652 Union Avenue
Holtsville, New York 11742
Contact: Gary Donaghy (631) 758-7200

Engineer: HOLZMACHER, McLENDON & MURRELL, P.C.
575 Broad Hollow Road
Melville, New York 11747
Contact: James L. Neri, P.E. (631) 756-8000, ext. 1486

REASONS FOR CHANGES:

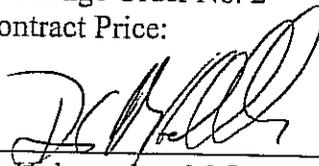
- Change telemetry from the internet-based system proposed by the booster pump package manufacturer to two-way radio control and telemetry.

DESCRIPTION AND COST OF CHANGES:

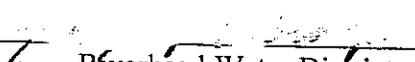
1. Furnishment and installation of MDS NETio-based telemetering at Booster Station Nos. 13A/13B and 14, Station No. 10, and furnishment of equipment for the main office as per Bensin's proposal dated May 9, 2007, attached:	\$41,700.00
2. Credit from the Allowances contract item:	<u>(\$17,870.00)</u>
TOTAL COST OF CHANGE ORDER NO. 1:	\$23,830.00

CONTRACT COST SUMMARY

A. Original Contract Price:	\$452,000.00
B. Cost of Change Order No. 1:	\$0.00
C. Cost of Change Order No. 2	\$23,830.00
D. New Contract Price:	\$475,830.00

Recommended By:  Date: 1-28-08
Holzmaacher, McLendon & Murrell, P.C.

Accepted By:  Date: 1/21/08
Bensin Contracting, Inc.

Approved By:  Date: _____
Riverhead Water District



BENSIN CONTRACTING, INC.

WATER SUPPLY & WASTE TREATMENT

May 9, 2007

Mr. James Neri
 H2M Group
 575 Broad Hollow Road
 Melville, New York 11747

Reference: Riverhead Water District
 Transmission Improvements
 Sound Avenue and Various Locations

Dear Mr. Neri:

As requested by your office, our instrumentation subcontractor has investigated using MDS NETio for communication in lieu of the equipment previously specified in our May 1, 2007 proposal.

Please consider the following alternate proposal use on the referenced project.

MDS NETio Based Telemetry

At Booster Station nos. 13A/13B

- (1) Telemetry Enclosure utilizing MDS NETio Radio for Transmission/Receipt of:
- (2) Flow Signal
 - (3) Pressure Signal
 - (-) ~~Miscellaneous Digital Information as specified~~

- (1) Radio Antenna

At Booster Station no. 14

- (1) Telemetry Enclosure utilizing MDS NETio Radio for Transmission/Receipt of:
- (1) Flow Signal
 - (2) Pressure Signal
 - (-) Miscellaneous Digital Information as specified

- (1) Radio Antenna

All Mail: P.O. BOX 388 • HOLTSVILLE, N.Y. 11742
 Office: 652 UNION AVE. • HOLTSVILLE, N.Y. 11742

☎ (631) 758-7200
 Fax: (631) 758-7219

Mr. James Neri
H2M Group

Page 2 of 2
May 9, 2007

At Station no. 10

- (1) Telemetry Enclosure utilizing MDS NETio Radio for Transmission/Receipt of:
 - (1) Flow Signal
 - (2) Pressure Signal
 - (-) Miscellaneous Digital Information as specified

- (1) Radio Antenna

At Main Office

- (1) Telemetry Enclosure utilizing MDS NETio Radio for Transmission/Receipt of:
 - (2) Flow Signal
 - (3) Pressure Signal
 - (-) Miscellaneous Digital Information as specified

- (1) Radio Antenna

Total Price.....\$41,700.00

The above pricing includes installation of the Telemetry Enclosure onto the prepackaged pump system. This work is to be performed in the field.

Also included in our scope is mounting and wiring from the telemetry cabinet to radio antennas at the Booster Stations and at Plant no. 10. Cable and the antenna have been included for the Main Office without installation.

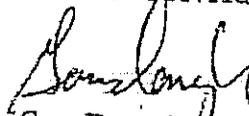
Not included is a Path Study to assure radio communication is possible.

Pricing includes delivery, start up and a one year warranty on all parts and labor.

Should you have any questions regarding the above please do not hesitate to call.

Very truly yours,

BENSIN CONTRACTING, INC.



Gary Donaghy

GD:lab
070509

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 277

AUTHORIZES THE SUPERVISOR TO EXECUTE A TRAFFIC SIGNAL AGREEMENT AT THE INTERSECTION OF COUNTY ROAD 73, ROANOKE AVENUE AT RIVERHEAD FIRE DEPT (APPROX. 200' NORTH OF CR 43, NORTHVILLE TPKE)

COUNCILMAN DUNLEAVY, offered the following resolution, which was seconded

by COUNCILMAN BUCKLEY.

WHEREAS, the Suffolk County Department of Public Works has determined that a traffic signal device and associated appurtenances are necessary at the intersection of County Road 73, Roanoke Avenue at Riverhead Fire Dept., (approx. 200' north of CR 43, Northville Tpke.), Riverhead, for the improvement of traffic conditions at said location within the Town; and

WHEREAS, the Riverhead Town Traffic Safety Committee accepts and concurs with said determination; and

WHEREAS, the Commissioner of the Suffolk County Department of Public Works is empowered to erect Devices, as authorized by the Suffolk County Legislature pursuant to section 136 of the New York State Highway Law, in order to improve traffic conditions; and

WHEREAS, the Town of Riverhead and County of Suffolk desire to provide for the installation and maintenance of traffic signal devices at the aforesaid intersection within the Town for the improvement of traffic conditions, in accordance with a traffic signal plan on file with the Suffolk County Department of Public Works;

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached traffic signal agreement with the Suffolk County Department of Public Works regarding the installation of a traffic signal device and associated appurtenances at the intersection of County Road 73, Roanoke Avenue at Riverhead Fire Dept.,(approx. 200' north of CR 43, Northville Tpke.), Riverhead; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Gilbert Anderson, P.E., Commissioner of the Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York 11980; the Office of the Supervisor; the Highway Department; Riverhead Town Traffic Safety Committee; Riverhead Town Police Department; Town Engineer and the Office of the Town Attorney.

THE VOTE

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Law Dept. No. _____

As Revised 2/14/08

AGREEMENT FOR THE INSTALLATION OF TRAFFIC CONTROL DEVICES

This AGREEMENT is between the County of Suffolk ("COUNTY"), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Department of Public Works ("the DEPARTMENT") located at 335 Yaphank Avenue, Yaphank, New York 11980-9744, and the Town of RIVERHEAD ("TOWN"), having its principal office at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, 11901.

TERMS AND CONDITIONS: Shall be as set forth in "Exhibit A" and "Exhibit B" attached hereto and made a part hereof.

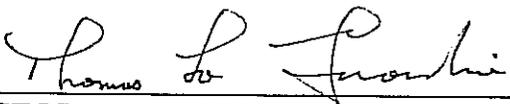
TERM: The Term of this Agreement shall be year to year, commencing upon the last date set forth below. The Term shall automatically be renewed each year unless terminated in accordance with the provisions of Section 12 of Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below:

TOWN OF RIVERHEAD
By:

APPROVED:
By:

PHILIP J. CARDINALE Date
Supervisor or Designee


for GILBERT ANDERSON, P.E. Date
Commissioner 2/18/08

APPROVED AS TO LEGALITY:

COUNTY OF SUFFOLK

CHRISTINE MALAFI
Suffolk County Attorney
By:

By: _____

Name: _____

BASIA DEREN BRADDISH Date
Assistant County Attorney

Title: Deputy County Executive

Date: _____

EXHIBIT A

WHEREAS, the DEPARTMENT operates a program to improve traffic signals, markings, signs and the like ("Devices") in order to ensure the safe and continuous movement of traffic, and

WHEREAS, the DEPARTMENT has determined that certain Devices are necessary at the intersection of CR 73, Roanoke Avenue @ Riverhead Fire Department (approximately 200 feet north of CR 43, Northville Turnpike, Hamlet of Riverhead for the improvement of traffic conditions at the said location within the TOWN, and the TOWN accepts said determination, and

WHEREAS, pursuant to Section 136 of the New York State Highway Law, the Commissioner of the Suffolk County Department of Public Works ("Commissioner") is empowered to erect Devices, as authorized by the County Legislature, in order to improve traffic conditions, and

WHEREAS, the parties hereto desire to provide for the installation and maintenance of Devices at the aforesaid location within the TOWN for the improvement of traffic conditions, in accordance with a traffic signal plan on file with the DEPARTMENT:

NOW, THEREFORE, in consideration of the individual and mutual covenants, promises and representations herein contained, the parties hereto agree as follows:

1. **Definitions:** The following terms whenever used in this Agreement shall have the following meaning:

Devices: Traffic signals and associated appurtenances.

Traffic Signal Service Report: A report of any and all work performed on the Devices.

2. **Design; Installation:** The COUNTY shall install, at the expense of the Permit Applicant or through the COUNTY'S Capital or Operating Budget, Devices of the type, and at the location, set forth above.

3. **Ownership:**

A. Any and all Devices installed pursuant to this Agreement shall be the sole and exclusive property of the TOWN.

B. Any Devices removed from the site(s) designated herein shall be delivered to either the DEPARTMENT or the TOWN, as directed by the Commissioner.

4. **Operation and Maintenance:**

A. TOWN agrees to accept responsibility for operation and maintenance at such time that the project is completed according to specifications and the devices are fully operational or, in the case of a Permit Signal, the Permit Applicant, until such time as responsibility for the operation and maintenance of the Devices is assumed by the TOWN.

B. At such time as responsibility for the operation and maintenance of the Devices is assumed by the TOWN, the TOWN shall operate and maintain the Devices in accordance with the current Maintenance Specifications of the DEPARTMENT. A copy of said specifications is available upon request at the DEPARTMENT.

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- C. In the event that the TOWN has a set of Maintenance Specifications equivalent to that of the DEPARTMENT, the TOWN may, subject to the review and approval of same by the DEPARTMENT, use same in lieu of the DEPARTMENT'S Maintenance Specifications.
- D. In connection with its maintenance of the Devices, the TOWN shall provide the COUNTY with a Traffic Signal Service Report whenever and wherever a maintenance problem exists which prevents the device from operating as designed.
- E. The TOWN shall keep all local police authorities aware of the party responsible for maintenance of the Devices. The TOWN shall establish procedures that will allow maintenance contractors and/or TOWN employees to provide maintenance services for the Devices on a 24-hour basis.

5. **Modification of Devices:** The TOWN shall not alter the signal operation or timing of the Devices without the prior written approval of the DEPARTMENT. In the event of any alteration to the signal operation or timing of the Devices, the TOWN shall furnish the DEPARTMENT with one (1) set of wiring diagrams for each alteration.

6. **Representations and Warranties:**

- A. The TOWN shall enact any ordinance, order, rule or regulation necessary for the installation and maintenance of the Devices.
- B. The TOWN shall comply, and shall require its officers, directors, partners, trustees and other members of its governing body, as well as any personnel employed to render services under this Agreement, to comply, with all applicable rules, regulations and requirements of law, including Suffolk County local preference laws and other applicable Suffolk County local laws, and resolutions of the Suffolk County Legislature.
- C. The TOWN shall maintain full and complete books and records of any and all Traffic Signal Service Reports. Such books and records shall be retained for a period of seven (7) years and shall be available for inspection by the DEPARTMENT, or its duly designated representative, upon written notice during regular business hours.
- D. The COUNTY agrees to transfer any and all warranties and representations on all equipment and materials installed by the COUNTY or its permittees to the TOWN.

7. **Violation**

- A. In the event that the TOWN fails to maintain the Devices in accordance with the terms of this Agreement, the COUNTY, in addition to any other remedies to which it may be entitled, may withhold funds for traffic improvements within the TOWN.
- B. The COUNTY shall provide the TOWN with written notice of the TOWN'S failure to maintain the Devices. Such notice shall specify the particular failure. The TOWN shall be given a reasonable period of time to correct any said failure.

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8. Insurance

- A. The TOWN shall procure, pay the entire premium for, and maintain insurance in connection with the operations and maintenance performed under this Agreement, in amounts and types specified by the COUNTY. The TOWN agrees to require all of its subcontractors in connection with work performed for the TOWN related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types equal to that specified by the COUNTY for the TOWN. Unless otherwise specified by the COUNTY and agreed to by the TOWN, in writing, such insurance shall be as follows:
- i. COMMERCIAL GENERAL LIABILITY INSURANCE, including contractual coverage, in an amount not less than TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence for bodily injury and TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence for property damage.
 - ii. AUTOMOBILE LIABILITY INSURANCE, (if any vehicles are used by the TOWN in the performance of this Agreement including owned, non-owned, and hired cars) in an amount not less than Five Hundred Thousand Dollars (\$500,000) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000) for property damage per occurrence.
 - iii. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE, in compliance with all applicable New York State laws and regulations and DISABILITY BENEFITS INSURANCE, if required by law. The TOWN shall furnish to the COUNTY, prior to its execution of the Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless the TOWN shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS), that covers any damage arising out of the TOWN'S performance of professional services caused by an error, omission, or negligent acts, in an amount not less than Two Million Dollars (\$2,000,000) on either a per occurrence or claims made coverage basis.
 - v. In the event the TOWN maintains a COMPREHENSIVE GENERAL LIABILITY INSURANCE policy form in lieu of Commercial General Liability, said policy must include all of the above requirements plus premises/operations, independent contractors, contractual, and broad form property damage.
- B. All policies providing such coverage shall be issued by insurance companies with an A.M. best rating of A- or better. All insurance shall be obtained from companies licensed to do business in the State of New York.

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- C. The County of Suffolk must be named Additional Insured and the TOWN shall furnish annually to the COUNTY a declaration page for each such policy of insurance, and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the TOWN shall furnish a Declaration page and endorsement page evidencing the County's status as an additional insured on said policy. Where work under this agreement is sub-contracted, the TOWN must require the subcontractor to provide that the COUNTY be named as an additional insured on all required policies, as well as require the subcontractor to provide the COUNTY with all required evidence of insurance.
- D. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change in said policies. Required limits of insurance are not to be modified by deductibles that the COUNTY deems excessive without the COUNTY'S written permission. All such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the DEPARTMENT and to the Suffolk County Risk Management and Benefit Division [700 Veterans Memorial Highway, 2nd Floor, Hauppauge, New York 11788, or such other address of which the COUNTY shall have given the TOWN written notice].
- E. If the TOWN, as a municipal corporation, has a self insurance program under which it acts as a self insurer for any such required coverage, it may provide self-funded coverage. Declarations and certificates, or other evidence of such self-insurance in lieu of insurance issued by insurance companies shall be provided prior to the commencement of this Agreement and shall continue to serve as evidence of such self-funded coverage until such time that the TOWN ceases to be self-insured. In the event that the TOWN ceases to be self-insured, the TOWN shall immediately comply with the provisions of subsections A through D under this Section 8 and provide Declarations Pages with fifteen (15) days of ceasing to be self-insured.
- F. In the event the TOWN fails to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the COUNTY may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due the TOWN under this Agreement or any other Agreement between the COUNTY and the TOWN.
- G. The COUNTY will not authorize work to begin under this Agreement until all the required insurance has been obtained and said insurance has been approved and filed by the COUNTY. Approval of the insurance by the County shall not relieve or decrease the liability of the TOWN. The TOWN shall assume all responsibility for the insurance requirements of any applicable sub-consultants.
9. **Indemnification:** To the greatest extent permitted by law, the TOWN agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons (the "County Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of its contractor in connections with the services described or referred to in this Agreement. The TOWN shall defend the County in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the TOWN, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

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10. **Licenses:** The TOWN covenants, warrants and represents that it has, and shall have throughout the term of this Agreement, and that, to the extent applicable, its employees, agents and subcontractors have, and shall have throughout the term of this Agreement, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they are to perform with respect to this Agreement (the "Services"), and that the TOWN has, and shall have, and, to the extent applicable, its employees, agents and subcontractors have, and shall have throughout the term of this Agreement, all required authorization (s), registration (s), license (s) or permit (s) [hereinafter collectively referred to as a "License"] required by State, COUNTY or local authorities for the Services. The TOWN shall forward to the DEPARTMENT a copy of its License or, if applicable, a complete list of its employees, agents and subcontractors providing Services, including names, area of License, License numbers and copies of License(s). The TOWN shall furnish the DEPARTMENT with copies of any updates, additions or deletions to such list as the same may occur, together with copies of any new or renewal License(s). The TOWN shall immediately notify the DEPARTMENT, in writing, of any disciplinary proceedings against the holder of any License. In the event that the TOWN or such other holder of a License is no longer licensed for any one or more of the Services, the TOWN shall immediately so notify the DEPARTMENT.

11. **Offset of Arrears or Default:** The TOWN warrants that it is not, and shall not be during the term of this Agreement, in arrears to the COUNTY for taxes or upon debt or contract and that it is not, and shall not be during the term of this Agreement, in default as surety, contractor or otherwise on any obligation to the COUNTY. The COUNTY may withhold the amount of any such arrearage or default from amounts payable to the TOWN under this Agreement.

12. **Termination:** In the event that the COUNTY assumes responsibility for the maintenance of the Devices, this Agreement shall automatically be deemed terminated.

13. **Merger: Modification:** This Agreement represents the entire agreement of the parties. All previous understandings of the parties concerning the terms hereof are merged into this Agreement. No modification of this Agreement shall be valid unless written and executed by both parties.

14. **Certification:** The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

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

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16. **Federal Copyright Act:** The TOWN hereby represents and warrants the TOWN, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the TOWN agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees; contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the TOWN in connection with the services described or referred to in this Agreement. The TOWN shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the TOWN, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

17. **Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction:** This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit entitled "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

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EXHIBIT "B"

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

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

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor - Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor - Living Wage Unit Living Wage Certification/Declaration - Subject To Audit"

**3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

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b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor - Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners

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hereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor --"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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As Revised 2/14/08

7. Child Sexual Abuse Reporting Policy

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

8. Non Responsible Bidder

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us) <<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links".

End of Text for Legislative Requirements Exhibit

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 278

AUTHORIZES THE SUPERVISOR TO EXECUTE A TRAFFIC SIGNAL AGREEMENT AT THE INTERSECTION OF COUNTY ROAD 43, NORTHVILLE TURNPIKE AT COUNTY ROAD 73, ROANOKE AVENUE, RIVERHEAD

COUNCILMAN BUCKLEY, offered the following resolution, which was seconded

by ~~COUNCILMAN WOOTEN~~

WHEREAS, the Suffolk County Department of Public Works has determined that a traffic signal device and associated appurtenances are necessary at the intersection of County Road 43, Northville Turnpike at County Road 73, Roanoke Avenue, Riverhead, for the improvement of traffic conditions at said location within the Town; and

WHEREAS, the Riverhead Town Traffic Safety Committee accepts and concurs with said determination; and

WHEREAS, the Commissioner of the Suffolk County Department of Public Works is empowered to erect Devices, as authorized by the Suffolk County Legislature pursuant to section 136 of the New York State Highway Law, in order to improve traffic conditions; and

WHEREAS, the Town of Riverhead and County of Suffolk desire to provide for the installation and maintenance of traffic signal devices at the aforesaid intersection within the Town for the improvement of traffic conditions, in accordance with a traffic signal plan on file with the Suffolk County Department of Public Works;

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached traffic signal agreement with the Suffolk County Department of Public Works regarding the installation of a traffic signal device and associated appurtenances at the intersection of County Road 43, Northville Turnpike at County Road 73, Roanoke Avenue, Riverhead; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Gilbert Anderson, P.E., Commissioner of the Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York 11980; the Office of the Supervisor; the Highway Department; Riverhead Town Traffic Safety Committee; Riverhead Town Police Department; Town Engineer and the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Law Dept. No. _____

As Revised 2/14/08

AGREEMENT FOR THE INSTALLATION OF
TRAFFIC CONTROL DEVICES

This AGREEMENT is between the County of Suffolk ("COUNTY"), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Department of Public Works ("the DEPARTMENT") located at 335 Yaphank Avenue, Yaphank, New York 11980-9744, and the Town of RIVERHEAD ("TOWN"), having its principal office at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, 11901.

TERMS AND CONDITIONS: Shall be as set forth in "Exhibit A" and "Exhibit B" attached hereto and made a part hereof.

TERM: The Term of this Agreement shall be year to year, commencing upon the last date set forth below. The Term shall automatically be renewed each year unless terminated in accordance with the provisions of Section 12 of Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below:

TOWN OF RIVERHEAD
By: _____

APPROVED:
By: _____

PHILIP J. CARDINALE Date
Supervisor or Designee

Thomas de Lencastre

for GILBERT ANDERSON, P.E. Date
Commissioner 2/19/08

APPROVED AS TO LEGALITY:

COUNTY OF SUFFOLK

CHRISTINE MALAFI
Suffolk County Attorney
By: _____

By: _____
Name: _____

BASIA DEREN BRADDISH Date
Assistant County Attorney

Title: Deputy County Executive
Date: _____

Law Dept. No. _____

As Revised 2/14/08

EXHIBIT A

WHEREAS, the DEPARTMENT operates a program to improve traffic signals, markings, signs and the like ("Devices") in order to ensure the safe and continuous movement of traffic, and

WHEREAS, the DEPARTMENT has determined that certain Devices are necessary at the intersection of CR 43, Northville Turnpike @ CR 73, Roanoke Avenue, Hamlet of Riverhead for the improvement of traffic conditions at the said location within the TOWN, and the TOWN accepts said determination, and

WHEREAS, pursuant to Section 136 of the New York State Highway Law, the Commissioner of the Suffolk County Department of Public Works ("Commissioner") is empowered to erect Devices, as authorized by the County Legislature, in order to improve traffic conditions, and

WHEREAS, the parties hereto desire to provide for the installation and maintenance of Devices at the aforesaid location within the TOWN for the improvement of traffic conditions, in accordance with a traffic signal plan on file with the DEPARTMENT:

NOW, THEREFORE, in consideration of the individual and mutual covenants, promises and representations herein contained, the parties hereto agree as follows:

1. **Definitions:** The following terms whenever used in this Agreement shall have the following meaning:

Devices: Traffic signals and associated appurtenances.

Traffic Signal Service Report: A report of any and all work performed on the Devices.

2. **Design; Installation:** The COUNTY shall install, at the expense of the Permit Applicant or through the COUNTY'S Capital or Operating Budget, Devices of the type, and at the location, set forth above.

3. **Ownership:**

A. Any and all Devices installed pursuant to this Agreement shall be the sole and exclusive property of the TOWN.

B. Any Devices removed from the site(s) designated herein shall be delivered to either the DEPARTMENT or the TOWN, as directed by the Commissioner.

4. **Operation and Maintenance:**

A. TOWN agrees to accept responsibility for operation and maintenance at such time that the project is completed according to specifications and the devices are fully operational or, in the case of a Permit Signal, the Permit Applicant, until such time as responsibility for the operation and maintenance of the Devices is assumed by the TOWN.

B. At such time as responsibility for the operation and maintenance of the Devices is assumed by the TOWN, the TOWN shall operate and maintain the Devices in accordance with the current Maintenance Specifications of the DEPARTMENT. A copy of said specifications is available upon request at the DEPARTMENT.

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- C. In the event that the TOWN has a set of Maintenance Specifications equivalent to that of the DEPARTMENT, the TOWN may, subject to the review and approval of same by the DEPARTMENT, use same in lieu of the DEPARTMENT'S Maintenance Specifications.
- D. In connection with its maintenance of the Devices; the TOWN shall provide the COUNTY with a Traffic Signal Service Report whenever and wherever a maintenance problem exists which prevents the device from operating as designed.
- E. The TOWN shall keep all local police authorities aware of the party responsible for maintenance of the Devices. The TOWN shall establish procedures that will allow maintenance contractors and/or TOWN employees to provide maintenance services for the Devices on a 24-hour basis.

5. **Modification of Devices:** The TOWN shall not alter the signal operation or timing of the Devices without the prior written approval of the DEPARTMENT. In the event of any alteration to the signal operation or timing of the Devices, the TOWN shall furnish the DEPARTMENT with one (1) set of wiring diagrams for each alteration.

6. **Representations and Warranties:**

- A. The TOWN shall enact any ordinance, order, rule or regulation necessary for the installation and maintenance of the Devices.
- B. The TOWN shall comply, and shall require its officers, directors, partners, trustees and other members of its governing body, as well as any personnel employed to render services under this Agreement, to comply, with all applicable rules, regulations and requirements of law, including Suffolk County local preference laws and other applicable Suffolk County local laws, and resolutions of the Suffolk County Legislature.
- C. The TOWN shall maintain full and complete books and records of any and all Traffic Signal Service Reports. Such books and records shall be retained for a period of seven (7) years and shall be available for inspection by the DEPARTMENT, or its duly designated representative, upon written notice during regular business hours.
- D. The COUNTY agrees to transfer any and all warranties and representations on all equipment and materials installed by the COUNTY or its permittees to the TOWN.

7. **Violation**

- A. In the event that the TOWN fails to maintain the Devices in accordance with the terms of this Agreement, the COUNTY, in addition to any other remedies to which it may be entitled, may withhold funds for traffic improvements within the TOWN.
- B. The COUNTY shall provide the TOWN with written notice of the TOWN'S failure to maintain the Devices. Such notice shall specify the particular failure. The TOWN shall be given a reasonable period of time to correct any said failure.

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8. Insurance

- A. The TOWN shall procure, pay the entire premium for, and maintain insurance in connection with the operations and maintenance performed under this Agreement, in amounts and types specified by the COUNTY. The TOWN agrees to require all of its subcontractors in connection with work performed for the TOWN related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types equal to that specified by the COUNTY for the TOWN. Unless otherwise specified by the COUNTY and agreed to by the TOWN, in writing, such insurance shall be as follows:
- i. COMMERCIAL GENERAL LIABILITY INSURANCE, including contractual coverage, in an amount not less than TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence for bodily injury and TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence for property damage.
 - ii. AUTOMOBILE LIABILITY INSURANCE, (if any vehicles are used by the TOWN in the performance of this Agreement including owned, non-owned, and hired cars) in an amount not less than Five Hundred Thousand Dollars (\$500,000) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000) for property damage per occurrence.
 - iii. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE, in compliance with all applicable New York State laws and regulations and DISABILITY BENEFITS INSURANCE, if required by law. The TOWN shall furnish to the COUNTY, prior to its execution of the Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless the TOWN shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS), that covers any damage arising out of the TOWN'S performance of professional services caused by an error, omission, or negligent acts, in an amount not less than Two Million Dollars (\$2,000,000) on either a per occurrence or claims made coverage basis.
 - v. In the event the TOWN maintains a COMPREHENSIVE GENERAL LIABILITY INSURANCE policy form in lieu of Commercial General Liability, said policy must include all of the above requirements plus premises/operations, independent contractors, contractual, and broad form property damage.
- B. All policies providing such coverage shall be issued by insurance companies with an A.M. best rating of A- or better. All insurance shall be obtained from companies licensed to do business in the State of New York.

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- C. The County of Suffolk must be named Additional Insured and the TOWN shall furnish annually to the COUNTY a declaration page for each such policy of insurance, and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the TOWN shall furnish a Declaration page and endorsement page evidencing the County's status as an additional insured on said policy. Where work under this agreement is sub-contracted, the TOWN must require the subcontractor to provide that the COUNTY be named as an additional insured on all required policies, as well as require the subcontractor to provide the COUNTY with all required evidence of insurance.
- D. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change in said policies. Required limits of insurance are not to be modified by deductibles that the COUNTY deems excessive without the COUNTY'S written permission. All such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the DEPARTMENT and to the Suffolk County Risk Management and Benefit Division [700 Veterans Memorial Highway, 2nd Floor, Hauppauge, New York 11788, or such other address of which the COUNTY shall have given the TOWN written notice].
- E. If the TOWN, as a municipal corporation, has a self insurance program under which it acts as a self insurer for any such required coverage, it may provide self-funded coverage. Declarations and certificates, or other evidence of such self-insurance in lieu of insurance issued by insurance companies shall be provided prior to the commencement of this Agreement and shall continue to serve as evidence of such self-funded coverage until such time that the TOWN ceases to be self-insured. In the event that the TOWN ceases to be self-insured, the TOWN shall immediately comply with the provisions of subsections A through D under this Section 8 and provide Declarations Pages with fifteen (15) days of ceasing to be self-insured.
- F. In the event the TOWN fails to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the COUNTY may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due the TOWN under this Agreement or any other Agreement between the COUNTY and the TOWN.
- G. The COUNTY will not authorize work to begin under this Agreement until all the required insurance has been obtained and said insurance has been approved and filed by the COUNTY. Approval of the insurance by the County shall not relieve or decrease the liability of the TOWN. The TOWN shall assume all responsibility for the insurance requirements of any applicable sub-consultants.
9. **Indemnification:** To the greatest extent permitted by law, the TOWN agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons (the "County Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of its contractor in connections with the services described or referred to in this Agreement. The TOWN shall defend the County in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the TOWN, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

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10. **Licenses:** The TOWN covenants, warrants and represents that it has, and shall have throughout the term of this Agreement, and that, to the extent applicable, its employees, agents and subcontractors have, and shall have throughout the term of this Agreement, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they are to perform with respect to this Agreement (the "Services"), and that the TOWN has, and shall have, and, to the extent applicable, its employees, agents and subcontractors have, and shall have throughout the term of this Agreement, all required authorization (s), registration (s), license (s) or permit (s) [hereinafter collectively referred to as a "License"] required by State, COUNTY or local authorities for the Services. The TOWN shall forward to the DEPARTMENT a copy of its License or, if applicable, a complete list of its employees, agents and subcontractors providing Services, including names, area of License, License numbers and copies of License(s). The TOWN shall furnish the DEPARTMENT with copies of any updates, additions or deletions to such list as the same may occur, together with copies of any new or renewal License(s). The TOWN shall immediately notify the DEPARTMENT, in writing, of any disciplinary proceedings against the holder of any License. In the event that the TOWN or such other holder of a License is no longer licensed for any one or more of the Services, the TOWN shall immediately so notify the DEPARTMENT.

11. **Offset of Arrears or Default:** The TOWN warrants that it is not, and shall not be during the term of this Agreement, in arrears to the COUNTY for taxes or upon debt or contract and that it is not, and shall not be during the term of this Agreement, in default as surety, contractor or otherwise on any obligation to the COUNTY. The COUNTY may withhold the amount of any such arrearage or default from amounts payable to the TOWN under this Agreement.

12. **Termination:** In the event that the COUNTY assumes responsibility for the maintenance of the Devices, this Agreement shall automatically be deemed terminated.

13. **Merger; Modification:** This Agreement represents the entire agreement of the parties. All previous understandings of the parties concerning the terms hereof are merged into this Agreement. No modification of this Agreement shall be valid unless written and executed by both parties.

14. **Certification:** The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

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

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16. **Federal Copyright Act:** The TOWN hereby represents and warrants the TOWN, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the TOWN agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the TOWN in connection with the services described or referred to in this Agreement. The TOWN shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the TOWN, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

17. **Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction:** This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit entitled "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

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EXHIBIT "B"

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

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

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

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b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners

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As Revised 2/14/08

hereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor -"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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7. Child Sexual Abuse Reporting Policy

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

8. Non Responsible Bidder

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us) <<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links".

End of Text for Legislative Requirements Exhibit

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 279

AUTHORIZES THE SUPERVISOR TO EXECUTE A TRAFFIC SIGNAL AGREEMENT
AT THE INTERSECTION OF COUNTY ROAD 73, ROANOKE AVENUE AT RAILROAD
AVENUE, RIVERHEAD

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

WHEREAS, the Suffolk County Department of Public Works has determined that a traffic signal device and associated appurtenances are necessary at the intersection of County Road 73, Roanoke Avenue at Railroad Avenue, Riverhead, for the improvement of traffic conditions at said location within the Town; and

WHEREAS, the Riverhead Town Traffic Safety Committee accepts and concurs with said determination; and

WHEREAS, the Commissioner of the Suffolk County Department of Public Works is empowered to erect Devices, as authorized by the Suffolk County Legislature pursuant to section 136 of the New York State Highway Law, in order to improve traffic conditions; and

WHEREAS, the Town of Riverhead and County of Suffolk desire to provide for the installation and maintenance of traffic signal devices at the aforesaid intersection within the Town for the improvement of traffic conditions, in accordance with a traffic signal plan on file with the Suffolk County Department of Public Works;

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached traffic signal agreement with the Suffolk County Department of Public Works regarding the installation of a traffic signal device and associated appurtenances at the intersection of County Road 73, Roanoke Avenue at Railroad Avenue, Riverhead; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Gilbert Anderson, P.E., Commissioner of the Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York 11980; the Office of the Supervisor; the Highway Department; Riverhead Town Traffic Safety Committee; Riverhead Town Police Department; Town Engineer and the Office of the Town Attorney.

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Law Dept. No. _____

As Revised 2/14/08

AGREEMENT FOR THE INSTALLATION OF
TRAFFIC CONTROL DEVICES

This AGREEMENT is between the County of Suffolk ("COUNTY"), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Department of Public Works ("the DEPARTMENT") located at 335 Yaphank Avenue, Yaphank, New York 11980-9744, and the Town of RIVERHEAD ("TOWN"), having its principal office at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, 11901.

TERMS AND CONDITIONS: Shall be as set forth in "Exhibit A" and "Exhibit B" attached hereto and made a part hereof.

TERM: The Term of this Agreement shall be year to year, commencing upon the last date set forth below. The Term shall automatically be renewed each year unless terminated in accordance with the provisions of Section 12 of Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below:

TOWN OF RIVERHEAD

By:

PHILIP J. CARDINALE
Supervisor or Designee

Date

APPROVED:

By:

Thomas Le Franchi

for GILBERT ANDERSON, P.E.
Commissioner

Date
2/19/08

APPROVED AS TO LEGALITY:

CHRISTINE MALAFI
Suffolk County Attorney
By:

BASIA DEREN BRADDISH
Assistant County Attorney

Date

COUNTY OF SUFFOLK

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

EXHIBIT A

WHEREAS, the DEPARTMENT operates a program to improve traffic signals, markings, signs and the like ("Devices") in order to ensure the safe and continuous movement of traffic, and

WHEREAS, the DEPARTMENT has determined that certain Devices are necessary at the intersection of CR 73, Roanoke Avenue @ Railroad Avenue, Hamlet of Riverhead for the improvement of traffic conditions at the said location within the TOWN, and the TOWN accepts said determination, and

WHEREAS, pursuant to Section 136 of the New York State Highway Law, the Commissioner of the Suffolk County Department of Public Works ("Commissioner") is empowered to erect Devices, as authorized by the County Legislature, in order to improve traffic conditions, and

WHEREAS, the parties hereto desire to provide for the installation and maintenance of Devices at the aforesaid location within the TOWN for the improvement of traffic conditions, in accordance with a traffic signal plan on file with the DEPARTMENT:

NOW, THEREFORE, in consideration of the individual and mutual covenants, promises and representations herein contained, the parties hereto agree as follows:

1. **Definitions:** The following terms whenever used in this Agreement shall have the following meaning:

Devices: Traffic signals and associated appurtenances.

Traffic Signal Service Report: A report of any and all work performed on the Devices.

2. **Design; Installation:** The COUNTY shall install, at the expense of the Permit Applicant or through the COUNTY'S Capital or Operating Budget, Devices of the type, and at the location, set forth above.

3. **Ownership:**

A. Any and all Devices installed pursuant to this Agreement shall be the sole and exclusive property of the TOWN.

B. Any Devices removed from the site(s) designated herein shall be delivered to either the DEPARTMENT or the TOWN, as directed by the Commissioner.

4. **Operation and Maintenance:**

A. TOWN agrees to accept responsibility for operation and maintenance at such time that the project is completed according to specifications and the devices are fully operational or, in the case of a Permit Signal, the Permit Applicant, until such time as responsibility for the operation and maintenance of the Devices is assumed by the TOWN.

B. At such time as responsibility for the operation and maintenance of the Devices is assumed by the TOWN, the TOWN shall operate and maintain the Devices in accordance with the current Maintenance Specifications of the DEPARTMENT. A copy of said specifications is available upon request at the DEPARTMENT.

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- C. In the event that the TOWN has a set of Maintenance Specifications equivalent to that of the DEPARTMENT, the TOWN may, subject to the review and approval of same by the DEPARTMENT, use same in lieu of the DEPARTMENT'S Maintenance Specifications.
- D. In connection with its maintenance of the Devices, the TOWN shall provide the COUNTY with a Traffic Signal Service Report whenever and wherever a maintenance problem exists which prevents the device from operating as designed.
- E. The TOWN shall keep all local police authorities aware of the party responsible for maintenance of the Devices. The TOWN shall establish procedures that will allow maintenance contractors and/or TOWN employees to provide maintenance services for the Devices on a 24-hour basis.

5. **Modification of Devices:** The TOWN shall not alter the signal operation or timing of the Devices without the prior written approval of the DEPARTMENT. In the event of any alteration to the signal operation or timing of the Devices, the TOWN shall furnish the DEPARTMENT with one (1) set of wiring diagrams for each alteration.

6. **Representations and Warranties:**

- A. The TOWN shall enact any ordinance, order, rule or regulation necessary for the installation and maintenance of the Devices.
- B. The TOWN shall comply, and shall require its officers, directors, partners, trustees and other members of its governing body, as well as any personnel employed to render services under this Agreement, to comply, with all applicable rules, regulations and requirements of law, including Suffolk County local preference laws and other applicable Suffolk County local laws, and resolutions of the Suffolk County Legislature.
- C. The TOWN shall maintain full and complete books and records of any and all Traffic Signal Service Reports. Such books and records shall be retained for a period of seven (7) years and shall be available for inspection by the DEPARTMENT, or its duly designated representative, upon written notice during regular business hours.
- D. The COUNTY agrees to transfer any and all warranties and representations on all equipment and materials installed by the COUNTY or its permittees to the TOWN.

7. **Violation**

- A. In the event that the TOWN fails to maintain the Devices in accordance with the terms of this Agreement, the COUNTY, in addition to any other remedies to which it may be entitled, may withhold funds for traffic improvements within the TOWN.
- B. The COUNTY shall provide the TOWN with written notice of the TOWN'S failure to maintain the Devices. Such notice shall specify the particular failure. The TOWN shall be given a reasonable period of time to correct any said failure.

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8. Insurance

- A. The TOWN shall procure, pay the entire premium for, and maintain insurance in connection with the operations and maintenance performed under this Agreement, in amounts and types specified by the COUNTY. The TOWN agrees to require all of its subcontractors in connection with work performed for the TOWN related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types equal to that specified by the COUNTY for the TOWN. Unless otherwise specified by the COUNTY and agreed to by the TOWN, in writing, such insurance shall be as follows:
- i. COMMERCIAL GENERAL LIABILITY INSURANCE, including contractual coverage, in an amount not less than TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence for bodily injury and TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence for property damage.
 - ii. AUTOMOBILE LIABILITY INSURANCE, (if any vehicles are used by the TOWN in the performance of this Agreement including owned, non-owned, and hired cars) in an amount not less than Five Hundred Thousand Dollars (\$500,000) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000) for property damage per occurrence.
 - iii. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE, in compliance with all applicable New York State laws and regulations and DISABILITY BENEFITS INSURANCE, if required by law. The TOWN shall furnish to the COUNTY, prior to its execution of the Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless the TOWN shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS), that covers any damage arising out of the TOWN'S performance of professional services caused by an error, omission, or negligent acts, in an amount not less than Two Million Dollars (\$2,000,000) on either a per occurrence or claims made coverage basis.
 - v. In the event the TOWN maintains a COMPREHENSIVE GENERAL LIABILITY INSURANCE policy form in lieu of Commercial General Liability, said policy must include all of the above requirements plus premises/operations, independent contractors, contractual, and broad form property damage.
- B. All policies providing such coverage shall be issued by insurance companies with an A.M. best rating of A- or better. All insurance shall be obtained from companies-licensed to do business in the State of New York.

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- C. The County of Suffolk must be named Additional Insured and the TOWN shall furnish annually to the COUNTY a declaration page for each such policy of insurance, and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the TOWN shall furnish a Declaration page and endorsement page evidencing the County's status as an additional insured on said policy. Where work under this agreement is sub-contracted, the TOWN must require the subcontractor to provide that the COUNTY be named as an additional insured on all required policies, as well as require the subcontractor to provide the COUNTY with all required evidence of insurance.
- D. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change in said policies. Required limits of insurance are not to be modified by deductibles that the COUNTY deems excessive without the COUNTY'S written permission. All such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the DEPARTMENT and to the Suffolk County Risk Management and Benefit Division [700 Veterans Memorial Highway, 2nd Floor, Hauppauge, New York 11788, or such other address of which the COUNTY shall have given the TOWN written notice].
- E. If the TOWN, as a municipal corporation, has a self insurance program under which it acts as a self insurer for any such required coverage, it may provide self-funded coverage. Declarations and certificates, or other evidence of such self-insurance in lieu of insurance issued by insurance companies shall be provided prior to the commencement of this Agreement and shall continue to serve as evidence of such self-funded coverage until such time that the TOWN ceases to be self-insured. In the event that the TOWN ceases to be self-insured, the TOWN shall immediately comply with the provisions of subsections A through D under this Section 8 and provide Declarations Pages with fifteen (15) days of ceasing to be self-insured.
- F. In the event the TOWN fails to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the COUNTY may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due the TOWN under this Agreement or any other Agreement between the COUNTY and the TOWN.
- G. The COUNTY will not authorize work to begin under this Agreement until all the required insurance has been obtained and said insurance has been approved and filed by the COUNTY. Approval of the insurance by the County shall not relieve or decrease the liability of the TOWN. The TOWN shall assume all responsibility for the insurance requirements of any applicable sub-consultants.
9. **Indemnification:** To the greatest extent permitted by law, the TOWN agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons (the "County Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of its contractor in connections with the services described or referred to in this Agreement. The TOWN shall defend the County in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the TOWN, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

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10. **Licenses:** The TOWN covenants, warrants and represents that it has, and shall have throughout the term of this Agreement, and that, to the extent applicable, its employees, agents and subcontractors have, and shall have throughout the term of this Agreement, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they are to perform with respect to this Agreement (the "Services"), and that the TOWN has, and shall have, and, to the extent applicable, its employees, agents and subcontractors have, and shall have throughout the term of this Agreement, all required authorization (s), registration (s), license (s) or permit (s) [hereinafter collectively referred to as a "License"] required by State, COUNTY or local authorities for the Services. The TOWN shall forward to the DEPARTMENT a copy of its License or, if applicable, a complete list of its employees, agents and subcontractors providing Services, including names, area of License, License numbers and copies of License(s). The TOWN shall furnish the DEPARTMENT with copies of any updates, additions or deletions to such list as the same may occur, together with copies of any new or renewal License(s). The TOWN shall immediately notify the DEPARTMENT, in writing, of any disciplinary proceedings against the holder of any License. In the event that the TOWN or such other holder of a License is no longer licensed for any one or more of the Services, the TOWN shall immediately so notify the DEPARTMENT.
11. **Offset of Arrears or Default:** The TOWN warrants that it is not, and shall not be during the term of this Agreement, in arrears to the COUNTY for taxes or upon debt or contract and that it is not, and shall not be during the term of this Agreement, in default as surety, contractor or otherwise on any obligation to the COUNTY. The COUNTY may withhold the amount of any such arrearage or default from amounts payable to the TOWN under this Agreement.
12. **Termination:** In the event that the COUNTY assumes responsibility for the maintenance of the Devices, this Agreement shall automatically be deemed terminated.
13. **Merger; Modification:** This Agreement represents the entire agreement of the parties. All previous understandings of the parties concerning the terms hereof are merged into this Agreement. No modification of this Agreement shall be valid unless written and executed by both parties.
14. **Certification:** The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.
15. **Set-Off Rights:** The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

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16. **Federal Copyright Act:** The TOWN hereby represents and warrants the TOWN, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the TOWN agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the TOWN in connection with the services described or referred to in this Agreement. The TOWN shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the TOWN, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

17. **Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction:** This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit entitled "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

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EXHIBIT "B"

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

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

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

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b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners

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hereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor -"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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7. Child Sexual Abuse Reporting Policy

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

8. Non Responsible Bidder

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us) <<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links".

End of Text for Legislative Requirements Exhibit

April 1, 2008

Town of Riverhead

Resolution # 280

**RESOLUTION TO EXTEND AGREEMENT BETWEEN TOWN OF
RIVERHEAD AND VMS PLANNING SERVICES**

COUNCILWOMAN BLASS

offered the following resolution which was seconded by **COUNCILMAN DUNLE**

WHEREAS, the Town of Riverhead ("Town"), a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York 11901 and VMS PLANNING SERVICES ("VMS") with a principal office located at Post Office Box 1655, Southold, New York 11971 entered into an Agreement on October 5, 2007 wherein VMS would provide project management services related to Local Waterfront Revitalization Plan; and

WHEREAS, the agreement provided for the following activities: a) conduct field work, research, mapping and analysis efforts as will be required to complete the Inventory and to develop the Harbor Management Plan with the field work and mapping will be conducted in coordination with Town personnel; b) edit existing text; c) write new material pursuant to findings from mapping, research and analysis; d) review the D-LWRP in relation to the Riverhead Comprehensive Plan in order to identify potential conflicts; e) identify alternative solutions to policy conflicts; f) review extant legislation and procedures and identify legislative or procedural amendments that may need to be adopted (by the Town Board) in order to implement the Local Waterfront Revitalization Program; g) direct the Town's Geographic Information System personnel in the creation of required maps; h) prepare one Power-Point presentation for a public information meeting, on a projector to be provided by the Town of Riverhead; and

WHEREAS, VMS has completed a significant portion of the management services; and

WHEREAS, VMS and the Town desire to extend the term of the Agreement to March 31, 2009, to provide ample time for Town personnel and VMS to coordinate efforts to update mapping and identify alternative solutions to policy conflicts; address overlapping jurisdictions of the LWRP, Wild Scenic and Recreational River and Long Island Pine Barrens Commission; address criteria unique to Riverhead, including sewage treatment plant, shoaling along Wading River Creek; and, such other activities required to complete the project,

NOW, THEREFORE, BE IT RESOLVED that the Supervisor is hereby authorized to execute the attached Agreement to extend the Contract with VMS Planning Services, and be it further

RESOLVED that the original Agreement dated October 5, 2007 is hereby amended to extend the term for an additional year to March 31, 2009; schedule

provision for management services related to public information and hearing is amended accordingly to reflect September 8, 2008, and term of payment provision shall be modified to reflect an additional \$6000.00 for updating mapping and addressing overlapping jurisdiction, and be it further

RESOLVED, with the exception of the above stated changes to the above stated Agreement, all terms and conditions of the original Agreement entered into on October 5, 2007, including but not limited to management services, deliverables and terms of payment, are in full force and effect as stated in the original Agreement.

WOOTEN YES ___ NO BUCKLEY YES ___ NO
DUNLEAVY YES ___ NO BLASS YES ___ NO
CARDINALE YES ___ NO
THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

**AGREEMENT TO EXTEND CONTRACT BETWEEN TOWN OF
RIVERHEAD AND VMS PLANNING SERVICES FOR SERVICES RELATED TO
DEVELOPMENT OF LOCAL WATERFRONT REVITALIZATION PROGRAM**

The Town of Riverhead ("Town"), a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York 11901 and VMS PLANNING SERVICES ("VMS") with a principal office located at Post Office Box 1655, Southold, New York 11971 entered into an Agreement on October 5, 2007 wherein VMS would provide project management services related to Local Waterfront Revitalization Plan; and

The Agreement provided for the following activities: a) conduct field work, research, mapping and analysis efforts as will be required to complete the Inventory and to develop the Harbor Management Plan with the field work and mapping will be conducted in coordination with Town personnel; b) edit existing text; c) write new material pursuant to findings from mapping, research and analysis; d) review the D-LWRP in relation to the Riverhead Comprehensive Plan in order to identify potential conflicts; e) identify alternative solutions to policy conflicts; f) review extant legislation and procedures and identify legislative or procedural amendments that may need to be adopted (by the Town Board) in order to implement the Local Waterfront Revitalization Program; g) direct the Town's Geographic Information System personnel in the creation of required maps; h) prepare one Power-Point presentation for a public information meeting, on a projector to be provided by the Town of Riverhead; and

The Town has monitored and reviewed the work performed up to date by VMS and the report setting forth additional information and issues which must be addressed in order to complete the tasks set forth in the original contract and outlined above that was not anticipated or known to the Town or VMS such that VMS has requested additional time and compensation to complete all necessary aspects of the LWRP; and

The Town and VMS desire to extend the term of the original Agreement to March 31, 2009, to provide ample time for Town personnel and VMS to coordinate efforts to update mapping and identify alternative solutions to policy conflicts; address overlapping jurisdictions of the LWRP, Wild Scenic and Recreational River and Long Island Pine Barrens Commission; address criteria unique to Riverhead, including sewage treatment plant, shoaling along Wading River Creek; and, such other activities required to complete the project; and,

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES that the original Agreement dated October 5, 2007 is hereby amended to extend the term for an additional year to March 31, 2009; schedule provision for management services related to public information and public hearing is amended accordingly to reflect September 8, 2008, and term of payment provision shall be modified to reflect an additional \$6000.00 for updating mapping and addressing overlapping jurisdiction, and be it further

AGREED, with the exception of the above stated changes to the above stated Agreement, all terms and conditions of the original Agreement entered into on October

5, 2007, including but not limited to management services, deliverables and terms of payment, are in full force and effect as stated in the original Agreement.

DATED: VMS PLANNING SERVICES

By: _____

DATED: TOWN OF RIVERHEAD

By: _____
Philip J. Cardinale, Supervisor

DATED: RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

By: _____

Adopted

4/1/08

**AWARDS BID
TEST WELL CONSTRUCTION AT VARIOUS SITES**

RIVERHEAD WATER DISTRICT

RESOLUTION # 281

Adopted _____

Councilperson COUNCILMAN DUNLEAVY offered the following resolution which was seconded by Councilperson COUNCILMAN BUCKLEY,

WHEREAS, this Town Board did authorize the advertisement for bids for test well construction at various sites for the Riverhead Water District, and

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

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

WHEREAS, by letter dated February 18, 2008, from H2M, consulting engineers to the Riverhead Water District, they did recommend that the bid be awarded to R & L Well Drilling LLC in the total amount of \$258,460,

NOW, THEREFORE, BE IT

RESOLVED, that the bid for test well construction at various sites for the Riverhead Water District be and is hereby awarded to R & L Well Drilling LLC of Islip, New York, in the amount of \$258,460, and be it further

THE VOTE

Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

RESOLVED, that the town clerk forward certified copies of this resolution to the above named contractor, Frank A. Isler, Esq., Riverhead Water District and the Accounting Department, and be it further

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

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

THIS RESOLUTION PREPARED BY FRANK A. ISLER FOR THE RIVERHEAD WATER DISTRICT

Adopted

4/1/08

RESOLUTION # 282

AWARDS BID TO CALGON CARBON CORPORATION
CARBON FILTER CHANGEOUT
RIVERHEAD WATER DISTRICT

Adopted _____

COUNCILMAN BUCKLEY offered the following resolution which
was seconded by COUNCILMAN WOOTEN

WHEREAS, the Suffolk County Water Authority has publicly bid a contract for
GAC filter material and replacement, and

WHEREAS, the Riverhead Water District has utilized this bid for the filter at the
Calverton well site Plant 12, and

WHEREAS, an issue has been raised as to General Municipal Law Section
103(3), and

WHEREAS, it is necessary and economical to utilize the Suffolk County Water
Authority bid to have the well fully operational for the summer pumping season,

NOW, THEREFORE, BE IT

RESOLVED, that the Riverhead Town Board, as governing body of the
Riverhead Water District hereby determines that the contract for carbon changeout is an
emergency pursuant to General Municipal Law Section 103(4), and be it further

RESOLVED, that the Rehab/Maintenance/Changeout of GAC at Plant 12 Cabon
filter (two 20,000 pound vessels) and the installation of two stainless steel ball valves is
awarded to Calgon Carbon Corporation, 11 Maxal Street, Greenbrook, NJ 08812, in the
amount of \$45,840 as bid per Suffolk County Water Authority Contract number 6251,
and be it further

RESOLVED, that the Town Clerk shall forward certified copies of this resolution
to the contractor, Accounting Department, Riverhead Water District.

THIS RESOLUTION PREPARED BY FRANK A ISLER, ESQ., FOR THE
RIVERHEAD WATER DISTRICT

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

4/1/08

Adopted

RESOLUTION # 283
AWARDS BID OFFICE PUMP STATION REPLACEMENT
CALVERTON SEWER DISTRICT

Adopted _____

COUNCILMAN WOOTEN offered the following resolution which
was seconded by COUNCILWOMAN BLASS

WHEREAS, Extension No. 1 of the Calverton Sewer District includes the replacement of the Office Pump Station, and

WHEREAS, the existing pump station has ceased to function requiring periodic pump-out of the station, and

WHEREAS, H2M, consulting engineers to the Calverton Sewer District, have prepared plans and specifications for the replacement of the station, which plans were forwarded to six potential bidders for which four submitted bids, and

WHEREAS, the Suffolk County Department of Health Services, by letter dated March 27, 2008, has ordered the immediate reconstruction of the station, copy of letter attached,

NOW, THEREFORE, BE IT

RESOLVED, that the Riverhead Town Board, as governing body of the Calverton Sewer District, declares an emergency with regard to section 103(4) of the General Municipal Law, requiring the immediate reconstruction of the office pump station, and be it further

RESOLVED, that the four bids received have been reviewed by H2M, consulting engineers to the Calverton Sewer District, and be it further

RESOLVED, that the bid be awarded to Excav Services, Inc., in the amount of \$398,711.06, to be paid from existing funds deposited by the developer, and be it further

RESOLVED, that the Town Clerk shall forward certified copies of this resolution to H2M, Calverton Sewer District, Accounting Department, Excav Services, Inc. and the Suffolk County Department of Health Services (Attn: Walter Hilbert).

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

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

April 1, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 284

AWARDS BIDS FOR ANNUAL CONSTRUCTION CONTRACT

COUNCILWOMAN BLASS offered the following resolution which was

seconded by COUNCILMAN DUNLEAVY

WHEREAS the Town Clerk was authorized to publish and post a Notice to Bidders for the Annual Construction Contracts; and

WHEREAS, seven (7) bids were received, opened and read aloud on the 17th day of March, 2008 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 11901.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Annual Construction Contract be and is hereby awarded as follows based on awards of item clusters:

Award No. 1 - Annual Contract for the Mixed-In-Place Road Reconstruction - low quantity, effective May 24, 2008:

Low Bidder- Intercounty Paving Associates, LLC
Alternate Low Bidder- Corazzini Asphalt Inc.

Award No. 2 - Annual Contract for the Mixed-In-Place Road Reconstruction - large quantity, effective May 24, 2008:

Low Bidder- Bimasco Inc.
Alternate Low Bidder- Intercounty Paving Associates, LLC

Award No. 3- Annual Contract for the Road Construction - low quantity, effective May 24, 2008:

Low Bidder- Corazzini Asphalt Inc..
Alternate Low Bidder- Intercounty Paving Associates, LLC

Award No. 4- Annual Contract for Road Construction - large quantity, effective May 24, 2008:

Low Bidder- Intercounty Paving Associates, LLC
Alternate Low Bidder- Suffolk Paving Corp.

Award No. 5- Annual Contract for Drainage Construction, effective May 24, 2008:

Low Bidder- Sypher Construction & Paving
Alternate Low Bidder- KJB Industries Inc.

Award No. 6- Annual Contract for Pavement Cold Milling and Overlay Rehabilitation - low quantity effective May 24, 2008:

Low Bidder- Corazzini Asphalt Inc.
Alternate Low Bidder- Rosemar Construction

Award No. 7- Annual Contract for Pavement Cold Milling and Overlay Rehabilitation - large quantity, effective May 24, 2008:

Low Bidder- Corazzini Asphalt, Inc.
Alternate Low Bidder- Suffolk Paving Corp.

THE VOTE
Buckley [checked] yes [] no Wooten [checked] yes [] no
Dunleavy [checked] yes [] no Blass [checked] yes [] no
Cardinale [checked] yes [] no
THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

- Award No. 8- Effective May 24, 2008 for Concrete Curbing and Flatwork – low quantity
 Low Bidder- Laser Industries Inc.
 Alternate Low Bidder- KJB Industries Inc.
- Award No. 9- Effective May 24, 2008 for Concrete Curbing and Flatwork – large quantity
 Low Bidder- Laser Industries Inc.
 Alternate Low Bidder- KJB Industries, Inc.
- Award No. 10- Effective May 24, 2008 for Asphalt Treatments – low quantity
 Low Bidder- Corazzini Asphalt Inc.
 Alternate Low Bidder- Bimasco Inc.
- Award No. 11- Effective May 24, 2008 for Asphalt Treatments – large quantity
 Low Bidder- Bimasco Inc.
 Alternate Low Bidder- Corazzini Asphalt Inc.
- Award No. 12- Effective May 24, 2008 for Crack Sealants –
 Low Bidder- Bimasco Inc.
 Alternate Low Bidder- KJB Industries Inc.
- Award No. 13- Effective May 24, 2008 for Asphalt Products picked up by Town of Riverhead Trucks –
 low quantity
 Low Bidder- Intercounty Paving Associates, LLC
 Alternate Low Bidder- Corazzini Asphalt Inc.
- Award No. 14- Effective May 24, 2008 for Vinyl Coated Chain Link Fencing – low quantity
 Low Bidder- Laser Industries Inc.
 Alternate Low Bidder- KJB Industries Inc.
- Award No. 15- Effective May 24, 2008 for Asphalt Products picked up by Town of Riverhead Trucks –
 large quantity
 Low Bidder- Intercounty Paving Associates, LLC
 Alternate Low Bidder- Corazzini Asphalt Inc.
- Award No. 16- Effective May 24, 2008 for Vinyl Coated Chain Link Fencing – large quantity
 Low Bidder- Laser Industries Inc.
 Alternate Low Bidder- KJB Industries Inc.
- Award No. 17- Effective April 1, 2008 Recreational Court Construction
 Low Bidder- Sypher Construction and Paving
 Alternate Low Bidder KJB Industries Inc.
- Award No. 18- Effective July 1, 2008 Large Quantity Asphalt Furnished and Installed
 Low Bidder- Corazzini Asphalt Inc.
 Alternate Low Bidder- Intercounty Paving Associates, LLC

BE IT FURTHER RESOLVED, that in the event that the Low Bidder is non-responsive within 10 days of the Town's request for work to be performed, the Town may approach the Alternate Low Bidder for the proposed work.

BE IT FURTHER RESOLVED, that the Supervisor is authorized to execute the subject contract with the various low and alternate low bidders.

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

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to all bidders, Kenneth Testa, P.E., Town Engineer, George Woodson, Highway Superintendent, Gary Pendzick, Water District Superintendent, Michael Reichel, Sewer Department Superintendent.

April 1, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 285

AWARDS BID FOR RECREATION DEPARTMENT BROCHURE

offered the following resolution, COUNCILMAN DUNLEAVY

which was seconded by COUNCILMAN BUCKLEY

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for printing of RECREATION DEPARTMENT BROCHURE for the Town of Riverhead and;

WHEREAS, 1 bid was received and opened at 11:00 am on March 28, 2008 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for RECREATION DEPARTMENT BROCHURE for the Town of Riverhead be and hereby is, awarded to Dynamic Industries for \$16,988.00.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby is authorized to forward a certified copy of this resolution to the Dynamic Industries, the Recreation Supervisor and the Purchasing Department.

THE VOTE

Buckley Yes No

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

4/1/08

TOWN OF RIVERHEAD

Adopted

Resolution # 286

APPROVES CHAPTER 90 APPLICATION OF OUR REDEEMER LUTHERAN CHURCH OF AQUEBOGUE (CARNIVAL & FLOWER SALE)

COUNCILMAN BUCKLEY

_____ offered the following resolution, was seconded by

COUNCILMAN WOOTEN

WHEREAS, on March 11, 2008, Our Redeemer Lutheran Church of Aquebogue had submitted a Chapter 90 Application for the purpose of conducting a carnival and flower sale to be located on their property located at 269 Main Road, Aquebogue, New York, on May 8th through and including May 11th, 2008, between the hours of 12:00 noon and 11:00 p.m.; and

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

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

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

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

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

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

RESOLVED, that the application of Our Redeemer Lutheran Church of Aquebogue for the purpose of conducting a carnival and plant sale to be located on their property located at 269 Main Road, Aquebogue, New York, on May 8th through and including May 11th, 2008, between the hours of 12:00 noon and 11:00 p.m., is hereby approved; and be it further

Z:\Laura Calamita\chap90\church.res.doc

THE VOTE

Buckley	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Wooten	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
			Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

THE RESOLUTION WAS _____ WAS NOT
THEREFORE DULY ADOPTED

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

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

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 46 - "Alcoholic Beverages", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be further

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

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Our Redeemer Lutheran Church of Aquebogue, P.O. Box 960, Aquebogue, New York, 11931; the Riverhead Fire Marshal; the Riverhead Police Department and the Office of the Town Attorney.

4/1/08

Adopted

TOWN OF RIVERHEAD

Resolution # 287

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (§108-175. and §108-179. - Pine Barrens Overlay District)

[Signature] offered the following resolution, was seconded by [Signature]

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" (Article XXXV - Pine Barrens Overlay District) of the Riverhead Town Code once in the April 10, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 6th day of May, 2008 at 2:15 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

Chapter 108
ZONING
ARTICLE XXXV
Pine Barrens Overlay District

§108-175. Findings, legislative intent and purpose.

A. This Town Board finds and determines that the provisions of the Pine Barrens Overlay District were designed, in part, to protect the Pine Barrens Core and Compatible Growth areas.

This Town Board further finds that the provisions of the Pine Barrens Overlay District regarding land clearing must be clarified to insure that contiguous areas of land remain undisturbed to both protect habitats and to insure the continued proliferation of flora and fauna in the area.

This Town Board further determines that the needed clarification must be adopted before ownership of the affected lands pass from the Town of Riverhead to forestall any dispute over the intended meaning of the land clearing provisions.

This Town Board further finds and determines that the Long Island Pine Barrens Protection Act enacted by the State Legislature in 1993 recognized that the Towns within the Pine Barrens region are the natural guardians of the unique Pine Barrens land within the Town's jurisdiction through the exercise of their accepted zoning powers.

Therefore, it is the intent of this local law to enact certain clarifications of existing provisions to insure that the safeguards that the Town of Riverhead intended to impose regarding land clearing are observed.

B. A. In 1993, New York State adopted § 57-0119 of the Environmental Conservation Law ("ECL") entitled "Central Pine Barrens Joint Planning and Policy Commission." This Commission consists of five voting members: a member appointed by the Governor, the County Executive of Suffolk County and the Supervisors of the Towns of Riverhead, Brookhaven and Southampton. This Commission was formed to implement, manage and oversee land use within the Central Pine Barrens area on Long Island. ECL 57-0119(6)(a) gives the Commission the power to prepare, adopt and insure implementation of the Comprehensive Land Use Plan. ECL Article 57 recognizes the importance of the three local towns in regulating the implementation of the plan within the Central Pine Barrens region. The authority to establish a Comprehensive Land Use Plan is contained in ECL § 57-01021. In conformance with ECL Article 57 and the Comprehensive Land Use Plan, the Town Board of the Town of Riverhead enacted § 108-175 of the Town Code of

the Town of Riverhead entitled "Pine Barrens Overlay District." The intention of the original legislation adopted in 1995 and the resulting plan was that the local planning board and zoning powers and authority to regulate land uses by local municipalities within the Central Pine Barrens area would not be affected by said legislation and plan.

~~B. C.~~ It is the purpose of this article to provide consistency with the goals of the Central Pine Barrens Comprehensive Land Use Plan adopted by the Town Board on June 28, 1995, pursuant to the provisions of Article 57 of the New York State Environmental Conservation Law, as follows:

- (1) To protect, preserve and enhance the functional integrity of the Pine Barrens ecosystem and the significant natural resources thereof.
- (2) To protect the quality of surface water and groundwater.
- (3) To discourage piecemeal and scattered development, and to encourage the preservation of contiguous areas of open space and non-disturbed areas to the greatest extent practicable.
- (4) To promote active and passive recreational and environmental educational uses that are consistent with the Land Use Plan.
- (5) To accommodate development in a manner consistent with the long-term integrity of the pine barrens ecosystem and to ensure that the pattern of development is efficient and orderly.
- (6) To protect the pine barrens ecosystem from illegal activity within the boundaries of the Central Pine Barrens Area, in particular clearing of large tracts of land without the necessary approvals.

~~C. D.~~ The particular objectives for land use with respect to the Central Pine Barrens Core Preservation Area include:

- (1) Preserving the pine barrens in their natural state thereby ensuring the continuation of the unique and significant ecologic, hydrogeologic and other resources representative of such environments.
- (2) Promoting compatible agricultural, horticultural and open space recreational uses within the framework of maintaining a pine barrens environment and minimizing the impact of such activities thereon.
- (3) Prohibiting or redirecting new construction or development.
- (4) Accommodating specific pine barrens management practices, such as prescribed burning, necessary to maintain the special ecology of the preservation area.
- (5) Protecting and preserving the quality of surface water and groundwater.
- (6) Protecting the pine barrens ecosystem from illegal activity within the boundaries of the Central Pine Barrens Area, in particular clearing of large tracts of land without the necessary approvals.

~~D. E.~~ The particular objectives for land use with respect to the Central Pine Barrens Compatible Growth Area include:

- (1) Preserving and maintaining the essential character of the existing pine barrens environment, including plant and animal species indigenous thereto and habitats thereof.
- (2) Protecting the quality of surface water and groundwater.
- (3) Discouraging piecemeal and scattered development.
- (4) Encouraging appropriate patterns or compatible residential, commercial, agricultural, and

industrial development in order to accommodate regional growth influences in an orderly way while protecting the pine barrens environment from the individual and cumulative adverse impacts thereof.

- (5) Accommodating a portion of the development redirected from the Core Preservation Area.
 - (6) Allowing appropriate growth consistent with stated natural resource goals.
 - (7) Protecting the pine barrens ecosystem from illegal activity within the boundaries of the Central Pine Barrens Area, in particular clearing of large tracts of land without the necessary approvals.
- E. F. Although each of the zoning codes of the respective three towns contains penalty provisions for violations of the Code, no specific provisions are included for violations of regulations within the Central pine barrens area. Article 57 of the ECL does not specifically provide for an enforcement or penalty provision. The Towns of Riverhead, Brookhaven, and Southampton desire to discourage and prevent unauthorized and illegal land clearing activities, illegal dumping and other unauthorized uses within the core area and the compatible growth area of the Long Island Central Pine Barrens region. Any amendment to Article 57 of the ECL should be consistent with existing code enforcement provision in each of the three towns.
- F. G. This article, in addition to the purposes outlined above, is necessary to raise the potential penalties under the authority of the respective Town codes for unauthorized and illegal land clearing activities, as well as provide enforcement of other provisions of the respective Town code regarding the Long Island Central Pine Barrens region.

§ 108-179. Development within Compatible Growth Area.

- A. Development within the Compatible Growth Area (CGA) shall comply with the following standards:
- (1) All development subject to the provisions of Article 6 of the Suffolk County Sanitary Code shall meet the applicable requirements of the Suffolk County Department of Health.
 - (2) As determined by the State of New York or the County of Suffolk, any new public or private sewage treatment plant discharge shall be outside of the Core Preservation Area and shall be located north of the groundwater divide, as defined by the Suffolk County Department of Health Services, as site conditions permit.
 - (3) All development shall comply with the provisions of Articles 7 and 12 of the Suffolk Sanitary Code.
 - (4) All development involving significant discharges to groundwater and located proximate to public water supply wells shall require measures to mitigate impacts upon water quality as required under Article 17 of the New York State Environmental Conservation Law. The Suffolk County Department of Health Services' guidelines for private wells should be used for private wellhead protection.
 - (5) Development proposals for sites containing or abutting freshwater wetlands shall be separated by a non-disturbance buffer area which shall be in accordance with Article 24 of the New York State Environmental Conservation Law, the Wild, Scenic and Recreational Rivers Act (the Rivers Act) and Chapter 107 of the Code of the Town of Riverhead, whichever is most restrictive. Distances shall be measured horizontally from

the wetland edge as mapped by the New York State Department of Environmental Conservation, field delineation or local ordinance. Stricter buffer areas may be established for wetlands as appropriate. Buffer areas shall be delineated on development plans with conditions imposed to assure the preservation of the freshwater wetland resource. Said conditions shall be set forth in a declaration of covenants, conservation easement or similar instrument.

- (6) Development proposals for sites within the regulated area of the New York Wild, Scenic and Recreational Rivers Act shall conform to the standards of the Act. Variances from the Act shall meet all requirements imposed by the State of New York in order to be deemed to have met the requirements of this standard. Additional relief from the Town of Riverhead Zoning Board of Appeals shall not be required.
- (7) All stormwater generated by development shall be recharged on site unless surplus capacity exists in an off-site drainage system. In the review of development plans, the Town Board shall encourage the use of natural recharge areas or drainage system design which result in minimal disturbance of native vegetation with the use of natural swales and depressions as an alternative to excavated recharge basins where feasible. Development plans should include the use of ponds only if such ponds are designed to retain stormwater and are not merely constructed for aesthetic purposes. Adequate measures should be employed to control soil erosion and stormwater runoff during construction, as per guidelines promulgated by the New York State Department of Environmental Conservation.
- (8) ~~Clearance.~~ Clearing.
 - (a) The proposed disturbance to natural vegetation, combined with previously disturbed areas, shall conform to the following ~~clearance~~ clearing standards:

Zoning Use District	Maximum Site Clearance <u>Clearing</u> (percentage)
RB-80	53%
APZ	53%
IA	65%
IC	65%
Business CR	65%
<u>Property within EPCAL LI, PIP, CO and PRP Districts</u>	<u>in conformance with map filed in the Department of Planning, as set forth in subsection 9 hereinafter</u>

- (b) The applicable ~~clearance~~ clearing percentage shall be calculated over the area of the entire parcel, including but not limited to public highways, roadways, building sites, parking areas, drainage structures and recharge areas. Development plans shall delineate the existing naturally vegetated areas, shall calculate those portions of the site that are already cleared due to previous activities and shall contain calculations for the amount of

disturbance of native vegetation and indicate the clearing limits thereof.

- (c) To the extent that a portion of a site includes Core property, and for the purpose of calculating the clearing limits, the site shall be construed to be the combined Core and CGA portions. However, the Core portion may not be cleared without a hardship exemption.

~~(9) Land subdivision maps and site plans shall be designed to encourage the preservation of large unbroken blocks that provide for contiguous open spaces to be established when adjacent parcels are developed. Applications for subdivision and site plan shall contain calculations for clearing, and these limits shall become part of the filed map or approved drawings. Non-native vegetation species to be avoided are contained in Figure 5-2 of the plan.~~

A. A map of the portion of Pine Barrens Overlay District within the fence line of the former Grumman facility now known as EPCAL, shall be adopted designating those areas of the EPCAL site where land clearing is prohibited. The areas where land clearing is prohibited shall constitute 35% of the overall site. Those areas contained on said map where land clearing is not prohibited may be cleared. The map may be modified from time to time by resolution of the Town Board.

B. Land subdivision maps and site plans outside of the EPCAL site shall also be designed to encourage the preservation of large unbroken blocks that provide for contiguous open spaces to be established when adjacent parcels are developed. Applications for subdivision and site plan shall contain calculations for clearing, and these limits shall become part of the filed map or approved drawings. Non-native vegetation species to be avoided are contained in Figure 5-2 of the Central Suffolk Pine Barrens Comprehensive Plan.

C.

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

Dated: Riverhead, New York
April 1, 2008

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

BARBARA GRATTAN, Town Clerk

4/1/08

Adopted

TOWN OF RIVERHEAD

Resolution # 288

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE
(§108-138 – Light Industrial (LI) Zoning Use District)

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded by

~~SAVANNAH...~~
~~COUNCILWOMAN WOOLLEN~~

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" (Article XXVII - Light Industrial (LI) Zoning Use District) of the Riverhead Town Code once in the April 10, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 6th day of May, 2008 at 2:25 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

Chapter 108
ZONING
ARTICLE XXVII
Light Industrial (LI) Zoning Use District

§ 108-138. Additional requirements.

A. Performance criteria.

(8) ~~No more than 65% of the LI District shall be cleared pursuant to the Central Pine Barrens Comprehensive Land Use Plan and the Pine Barrens Overlay District (Article XXXV) of the Zoning Code of the Town of Riverhead. The applicable clearance percentage shall be calculated over the entire parcel, including but not limited to public highways, roadways, building sites, parking areas, drainage structures and recharge areas. Development plans shall delineate the existing naturally vegetated areas, shall calculate those portions of the site that are already cleared due to previous activities, and shall contain calculations for the amount of disturbances of native vegetation and indicate the clearing limits thereof.~~

Land clearing within the LI District shall be permitted only in accordance with a map filed in the Town of Riverhead Department of Planning showing the portions of the land within the District that may be cleared. This map has been prepared pursuant to the requirements of the Central Pine Barrens Comprehensive Plan and the Pine Barrens Overlay District (Article XXXV) of the Zoning Code of the Town of Riverhead, which requires that no more than 65% of the land in the Pine Barrens Overlay District be cleared.

(9) Land subdivision maps and site plans shall be designed to encourage the preservation of large

~~unbroken blocks that provide for contiguous open spaces to be established when adjacent parcels are developed. Applications for subdivision and site plan shall contain calculations for clearing, and these limits shall become part of the filed map or approved drawings.~~

Land subdivision maps and site plans shall be designed in conformance with a Map filed in the Department of Planning which map shall specify the areas within the LI District where land clearing is prohibited. Those areas contained on said map where land clearing is not prohibited may be cleared.

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

Dated: Riverhead, New York
April 1, 2008

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

BARBARA GRATTAN, Town Clerk

4/1/08

Adopted

TOWN OF RIVERHEAD

Resolution # 289

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE
(\$108-145.2 - Calverton Office (CO) Zoning Use District)

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded by

COUNCILMAN WOOTEN

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" (Article XXVIII - Calverton Office (CO) Zoning Use District) of the Riverhead Town Code once in the April 10, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 6th day of May, 2008 at 2:20 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

Chapter 108
ZONING
ARTICLE XXVIII
Calverton Office (CO) Zoning Use District

108-145.2. Additional requirements.

A. Performance criteria.

- (8) ~~No more than 65% of the lands within the Calverton Office Zoning Use District shall be cleared pursuant to the Central Pine Barrens Comprehensive Land Use Plan and the Pine Barrens Overlay District (Article XXXV) of the Zoning Code of the Town of Riverhead. The applicable clearance percentage shall be calculated over the entire parcel, including but not limited to public highways, roadways, building sites, parking areas, drainage structures and recharge areas. Development plans shall delineate the existing naturally vegetated areas, shall calculate those portions of the site that are already cleared due to previous activities, and shall contain calculations for the amount of disturbance of native vegetation and indicate the clearing limits thereof. Land clearing within the LI District shall be permitted only in accordance with a map filed in the Town of Riverhead Department of Planning, which map is filed pursuant to the requirements of Section 108-179 A(8) and (9) of this chapter and which map shows the portions of the land within the District that may be cleared. This map has been prepared pursuant to the requirements of the Central Pine Barrens Comprehensive Plan and the Pine Barrens Overlay District (Article XXXV) of the Zoning Code of the Town of Riverhead, which requires that no more than 65% of the land in the Pine Barrens Overlay District be cleared.~~
- (9) ~~Land subdivision maps and site plans shall be designed to encourage the preservation of large unbroken blocks that provide for contiguous open spaces to be established when adjacent parcels are developed. Applications for subdivision and site plan shall contain calculations for clearing, and these limits shall become part of the filed map or approved drawings. Land subdivision maps and site plans shall be designed in conformance with a map filed in the Department of Planning which map shall specify the areas within the LI District where land clearing is prohibited. Those areas contained on said map where land clearing is not prohibited may be cleared.~~

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

Dated: Riverhead, New York
April 1, 2008

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
BARBARA GRATTAN, Town Clerk

4/1/08

Adopted

TOWN OF RIVERHEAD

Resolution # 290

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (Article XLIV - Planned Recreational Park (PRP) District)

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded by _____

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code (Article XLIV - Planned Recreational Park (PRP) District) once in the April 10, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on the 6th day of May, 2008 at 2:30 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

Chapter 108
Zoning
Planned Recreational Park (PRP) District

§ 108-237. Development standards for PRP District.

- E. ~~Common open space. Open space areas within the PRP District, particularly those areas where vegetation has not been cleared pursuant to meeting the requirement of clearing a maximum of 65% of vegetation within the Pine Barrens Compatible Growth Area, shall be so designed and used as to protect the natural resources and qualities of the site, including the natural terrain, woodland, significant views and any unique and unusual features. Land clearing within the PRP District shall be permitted only in accordance with a map filed in the Town of Riverhead Department of Planning showing the portions of the land within the District that may be cleared. This map has been prepared pursuant to the requirements of the Central Pine Barrens Comprehensive Plan and the Pine Barrens Overlay District (Article XXXV) of the Zoning Code of the Town of Riverhead.~~ The following regulations shall apply to these areas:
- (1) Clearing of brush and dead timber shall be required where necessary to eliminate fire hazards.
 - (2) Manual clearing of obstruction or jams from streams or waterways shall be required where necessary to ensure unimpeded flow, provided that no channelization shall be permitted.
 - (3) Hiking, jogging and bridle paths, utilizing natural ground surfacing such as stone or wood chips, may be constructed and maintained unless otherwise prohibited by Town or state law.
 - (4) Open space which is in a natural state shall otherwise be maintained undisturbed in its natural state. No garbage debris shall be permitted to accumulate except vegetation clipping properly maintained as compost heaps.
 - (5) Passive recreational use of open space natural areas shall be restricted to hiking, fishing, bird watching, horseback riding and canoeing or kayaking.
 - (6) The foregoing regulations shall be applied in a manner that is compatible with the requirements of the map referred to hereinabove. To the extent that application of these regulations conflicts with the requirements of the aforesaid map, the requirements of the map shall apply.

§ 108-239. AP Amusement Park Subdistrict.

D. General lot, yard and height requirements.

- (1) For the overall amusement park:
 - (a) Minimum park area: 300 acres in contiguous parcels.
 - (b) Minimum park width: 1,000 feet.
 - (c) Minimum frontage on an arterial road: 3,000 feet.
 - (d) Maximum floor area ratio: 0.10 in total for all buildings within the park.
 - (e) Maximum vegetative clearance clearing: 65% of the park area. Clearing shall be in accordance with Section 108-237 (E).
 - (f) Minimum open space set aside or contribution: four acres of land within the OS Open Space Subdistrict for every six acres of land within the park, or a proportion thereof.
 - (g) Minimum perimeter buffer: 300 feet in width along State Route 25 (Middle Country Road) and 100 feet in width along all other perimeters.
 - (h) Maximum impervious coverage: 50% of all land within the park.
 - (i) Maximum height: three stories or 40 feet, whichever is greater, for all buildings providing occupiable or habitable floor area, but 120 feet for all other structures, provided that a setback of at least three feet for every one foot in vertical height is provided from the perimeter boundary of the park.

§ 108-240. HCC Hotel-Conference Center Subdistrict.

D. General lot, yard and height requirements.

- (1) For the overall hotel-conference center development:
 - (a) Minimum tract size: 50 acres.
 - (b) Minimum tract width: 500 feet.
 - (c) Minimum tract frontage on an arterial road: 1,000 feet.
 - (d) Maximum floor area ratio: 0.20 in total for all buildings within the hotel-conference center development.
 - (e) Maximum vegetation clearance clearing: 65% of the land within the hotel-conference center. Clearing shall be in accordance with Section 108-237 (E).
 - (f) Minimum open space set aside or contribution: four acres of land within the OS Open Space Subdistrict for each six acres of land within the hotel-conference center development, or a proportion thereof.
 - (g) Minimum perimeter buffer: 100 feet.

§ 108-241. SP Sports Park Subdistrict.

D. General lot, yard and height requirements.

- (1) For the overall sports park:
 - (a) Minimum park area: 100 acres in contiguous parcels.
 - (b) Minimum park width: 500 feet.
 - (c) Minimum frontage on an arterial road: 2,000 feet.
 - (d) Maximum floor area ratio: 0.10 in total for all buildings in the park.
 - (e) Maximum vegetation clearance clearing: 65%. Clearing shall be in accordance with Section 108-237 (E).
 - (f) Minimum open space set aside or contribution: four acres of land within the OS Open Space Subdistrict for each six acres of land within the park, or a proportion thereof.
 - (g) Minimum perimeter buffer: 100 feet.
 - (h) Maximum impervious coverage: 50%.
 - (i) Maximum height: three stories or 40 feet for all buildings providing habitable or occupiable floor area, except indoor sports arenas or stadiums which, in addition to other permitted structures, shall not exceed a height of 120 feet, provided that a setback of at least three feet for every one foot in vertical height is provided from the perimeter of the park.

§ 108-242. FEC Family Entertainment Center Subdistrict.

D. Lot, yard and height requirements.

- (1) Minimum tract size: 20 acres.
- (2) Minimum tract width: 500 feet.
- (3) Minimum frontage on an arterial street: 500 feet.
- (4) Maximum floor area ratio: 0.20 in total for all buildings within the family entertainment center development.
- (5) Maximum vegetation clearance clearing: 65% of all land in the family entertainment center development. Clearing shall be in accordance with Section 108-237 (E).
- (6) Minimum open space set aside or contribution: four acres of land within the OS Open Space Subdistrict for each six acres of land within the family entertainment center development, or a proportion thereof.
- (7) Minimum perimeter buffer: 100 feet.
- (8) Maximum impervious coverage: 50% of all land within the development.
- (9) Maximum height: three stories or 60 feet, whichever is the lesser.

§ 108-243. GC Golf Course Subdistrict.

D. Lot, yard and height regulations.

- (1) Minimum tract size: 140 acres in contiguous parcels for golf courses and 300 acres for golf course resorts.
- (2) Minimum tract width: 1,000 feet.
- (3) Minimum frontage on an arterial street: 500 feet.
- (4) Minimum perimeter buffer: 25 feet for the golf course and 100 feet for all other buildings, structures or uses.

- (5) Maximum floor area ratio: 0.05 in total for all buildings in the golf course development.
- (6) Maximum vegetation clearance clearing: 65% of all land in the golf course development. Clearing shall be in accordance with Section 108-237 (E).
- (7) Maximum impervious coverage: 50% of all land in the golf course development.
- (8) Maximum permitted height: three stories or 40 feet, whichever is the lesser.
- (9) Minimum open space set aside or contribution: four acres of land.

§ 108-244. OS Open Space Subdistrict.

B. Permitted uses:

- (1) An 18-hole regulation-play public golf course of not less than 160 acres to be located to the north of the undisturbed natural area located west of McKay Lake and north of Grumman Boulevard, and provided that the vegetation clearance clearing does not exceed 65%. is in accordance with Section 108-237 (E).
- (2) A community park with active and passive community sports and recreational facilities of not less than 135 acres, located north of Swan Pond Road/Grumman Boulevard and west of the existing ten-thousand-foot runway; and provided that the maximum vegetation clearance clearing is no greater than 65% is in accordance with Section 108-237 (E).
- (3) A nature preserve in the Pine Barrens Core Preservation area, located at the western end of the PRP District, comprising not less than 423 acres.
- (4) In all other areas of the OS Open Space District, the following uses may be established, provided that no more than 10% of the existing natural vegetation is cleared:
 - (a) Nature preserves.
 - (b) Hiking, nature trails, and bridle paths.
 - (c) Canoeing and kayaking.
 - (d) Fishing.

D. Lot, area and height regulations.

- (1) Minimum frontage on an arterial street: 100 feet.
- (2) Maximum floor area ratio: 0.05 for all buildings on the open space tract.
- (3) Maximum vegetation clearance clearing: unless otherwise specified, no greater than 65%. Clearing shall be in accordance with Section 108-237 (E).

§ 108-245. Additional requirements.

A. Performance criteria.

- (8) Clearance.
 - (a) No more than 65% of the Clearing shall only be permitted in the PRP District shall be cleared pursuant to the Central Pine Barrens Comprehensive Land Use Plan and the Pine Barrens Overlay District (Article XXXV) of the Zoning Code of the Town of Riverhead and in accordance with Section 108-237 (E). The applicable clearance percentage shall be calculated over the entire parcel, including but not limited to public highways, roadways, building sites, parking areas, drainage structures and recharge areas. Development plans shall delineate the existing naturally vegetated areas, shall calculate those portions of the site that are already cleared due to previous

activities, and shall contain calculations for the amount of disturbance of native vegetation and indicate the clearing limits thereof.

(b) To the extent that a portion of a site includes Core property, and for the purpose of calculating the clearing limits, the site shall be construed to be the combined Core and CGA portions. However, the Core portion may not be cleared without a hardship exemption.

(9) Land subdivision maps and site plans shall be designed to encourage the preservation of large unbroken blocks that provide for contiguous open spaces to be established when adjacent parcels are developed. Applications for subdivision and site plan shall contain calculations for clearing, and these limits shall become part of the filed map or approved drawings. Nonnative vegetation species to be avoided are contained in Figure 5-2 of the plan. in conformance with a map filed in the Department of Planning which map shall specify the areas within the PRP district where land clearing is prohibited. Those areas contained on said map where land clearing is not prohibited may be cleared.

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

Dated: Riverhead, New York
April 1, 2008

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

BARBARA GRATTAN, Town Clerk

4/1/08

Adopted

TOWN OF RIVERHEAD

Resolution # 291

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (ARTICLE XLIII - Planned Industrial Park (PIP) District)

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded by

_____:

COUNCILMAN WOOTEN

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the April 10, 2008 issue of the **News Review**, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

Buckley yes ___ no Wooten yes ___ no
Dunleavy yes ___ no Blass yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT THEREFORE DULY ADOPTED

Tabled

4/1/08

TOWN OF RIVERHEAD
Resolution # 292

ESTABLISHES FEES FOR SHOWMOBILE USAGE

COUNCILWOMAN BLASS offered the following resolution was seconded by
COUNCILMAN DUNLEAVY:

WHEREAS, the Town owns a mobile bandshell with related equipment for use in public events and performances which is commonly referred to as the Showmobile;
and

WHEREAS, the Town typically charges a fee for the use of said Showmobile;
and

WHEREAS, the Town Board must set the fee to cover all costs of usage, set-up, towing and employee supervision for *any and all* organizations who utilize the Showmobile.

NOW THEREFORE BE IT RESOLVED, that the Town Board has established the cost for the use of the Showmobile as set forth as follows:

\$100. per day; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Engineering Department and the Office of the Town Attorney.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ~~ADOPTED~~

Tabled

April 1, 2008

Adopted

TOWN OF RIVERHEAD

YOUTH SERVICES

BUDGET ADJUSTMENT

RESOLUTION # 293

COUNCILMAN DUNLEAVY offered the following resolution,
which was seconded by COUNCILMAN BUCKLEY.

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

		<u>FROM</u>	<u>TO</u>
031.000000.499999	Appropriated Fund Balance	1,900	
031.073100.542100	Youth Program Supplies		1900

THE VOTE

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

Adopted

RESOLUTION # 294 ABSTRACT #08-12 March 19, 2008 (TBM 4/1/08)				
COUNCILMAN BUCKLEY offered the following Resolution which was seconded by				
COUNCILMAN WOOTEN				
FUND NAME		CD-3/14/08,3/18/08	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	7,000,000.00	18,736.96	7,018,736.96
PAL ACCOUNT	4	8,000.00		8,000.00
TEEN CENTER	5	10,000.00		10,000.00
RECREATION PROGRAM FUND	6	190,000.00	696.00	190,696.00
SITE COUNCIL FUND	7	2,000.00		2,000.00
DARE PROGRAM	8	3,000.00		3,000.00
CHILD CARE PROGRAM	9	145,000.00		145,000.00
TOWN BOARD SPECIAL PROGRAMS	24	112,000.00		112,000.00
SENIORS DAYCARE FUND	27	40,000.00		40,000.00
EDZ	30	15,000.00		15,000.00
HIGHWAY FUND	111	2,000,000.00	198.70	2,000,198.70
WATER DISTRICT	112	1,000,000.00	3,649.23	1,003,649.23
REPAIR & MAINTENANCE	113	115,000.00		115,000.00
RIVERHEAD SEWER DISTRICT	114	2,425,000.00	9,242.89	2,434,242.89
REFUSE & GARBAGE	115	550,000.00		550,000.00
STREET LIGHTING	116	475,000.00		475,000.00
PUBLIC PARKING DISTRICT	117	118,000.00		118,000.00
BUSINESS IMPROVEMENT DIST	118	55,000.00		55,000.00
AMBULANCE DISTRICT	120	155,000.00	1,378.96	156,378.96
CALVERTON SEWER DISTRICT	124	395,000.00	1,654.41	396,654.41
RIVERHEAD SCAVANGER WASTE DIST	128	1,625,000.00	1,102.73	1,626,102.73
SEWER DISTRICT FUND	130	400,000.00		400,000.00
WORKERS' COMPENSATION FUND	173	2,250,000.00	10,159.13	2,260,159.13
RISK RETENTION FUND	175	565,000.00	230.00	565,230.00
REVOLVING LOAN PROGRAM	178	8,000.00		8,000.00
RESIDENTAL REHAB PROGRAM	179	4,000.00		4,000.00
CDBG	181	120,000.00		120,000.00
PUBLIC PARKING DEBT SERVICE	381	8,000.00		8,000.00
SEWER DEBT SERVICE	382	550,000.00		550,000.00
WATER DEBT SERVICE	383	90,000.00		90,000.00
GENERAL FUND	384	8,885,000.00		8,885,000.00
SCAVANGER WASTE DEBT SERV	385	19,000.00		19,000.00
SUFFOLK THEATER DEBT SERV	386	535,000.00		535,000.00
TOWN HALL CAPITAL PROJECTS	406	34,000,000.00	1,454,625.55	35,454,625.55
YOUTH SERVICES	452	110,000.00		110,000.00
EISEP	454	35,000.00		35,000.00
MUNICIPAL FUEL FUND	625		6.00	6.00
MUNICIPAL GARAGE FUND	626		11,807.85	11,807.85
TRUST & AGENCY	735		100.00	100.00
COMMUNITY PRESERVATION FUND	737	2,400,000.00	226.20	2,400,226.20
CDA	914	190,000.00		190,000.00
TOTAL ALL FUNDS		66,607,000.00	1,513,814.61	68,120,814.61

THE VOTE

Buckley yes no Wooten yes no
 Dunleavy yes no Blass yes no
 Cardinale yes no

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

Adopted

RESOLUTION # 294 ABSTRACT #08-13 March 27, 2008 (TBM 4/1/08)				
_____ offered the following Resolution which was seconded by _____				
FUND NAME		CD-3/26/08	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	7,600,000.00	786,220.48	8,386,220.48
POLICE ATHLETIC LEAGUE	4	30,000.00	1,500.70	31,500.70
TEEN CENTER	5	10,000.00		10,000.00
RECREATION PROGRAM FUND	6	4,500.00	10,668.03	15,168.03
CHILD CARE CENTER BUILDING FUN	9	25,000.00	52.50	25,052.50
TOWN BOARD SPECIAL PROGRAM FUN	24	3,000.00	399.98	3,399.98
YOUTH COURT SCHOLARSHIP	25	1,000.00		1,000.00
SENIORS DAYCARE	27	5,000.00		5,000.00
ANIMAL SPAY/NEUTER	29	1,000.00		1,000.00
ECONOMIC DEVELOPMENT ZONE FUND	30	2,500.00	2,903.28	5,403.28
RECREATION YOUTH	31	2,000.00		2,000.00
HIGHWAY FUND	111	1,250,000.00	105,473.53	1,355,473.53
WATER DISTRICT	112	85,000.00	390,554.96	475,554.96
REPAIR & MAINTENANCE	113	230,000.00		230,000.00
RIVERHEAD SEWER DISTRICT	114	2,485,000.00	24,850.00	2,509,850.00
REFUSE & GARBAGE COLLECTION	115	725,000.00	5,483.31	730,483.31
STREET LIGHTING DISTRICT	116	175,000.00	9,606.80	184,606.80
PUBLIC PARKING DISTRICT	117	95,000.00		95,000.00
BUSINESS IMPROVEMENT DIST	118	100,000.00		100,000.00
AMBULANCE DISTRICT	120	200,000.00	59.30	200,059.30
EAST CREEK DOCKING FACILITY	122		100.00	100.00
CALVERTON SEWER DISTRICT	124	150,000.00	1,538.92	151,538.92
RIVERHEAD SCAVANGER WASTE DIST	128	30,000.00	9,830.89	39,830.89
SEWER DISTRICT FUND	130	250,000.00		250,000.00
WORKERS' COMPENSATION FUND	173	1,500,000.00	74,853.43	1,574,853.43
RISK RETENTION FUND	175	400,000.00	3,649.87	403,649.87
UNEMPLOYMENT	176	40,000.00		40,000.00
REVOLVING LOAN PROGRAM	178	20,000.00		20,000.00
RESIDENTAL REHAB	179	15,000.00		15,000.00
CDBG CONSORTIUM ACCOUNT	181	160,000.00	644.91	160,644.91
UDC WORKING	182	5,000.00		5,000.00
RESTORE	184	5,000.00		5,000.00
PUBLIC PARKING DEBT SERVICE	381	30,000.00		30,000.00
SEWER DISTRICT DEBT SERVICE	382	100,000.00	18,089.99	118,089.99
WATER DISTRICT DEBT SERVICE	383	465,000.00		465,000.00
GENERAL FUND DEBT SERVICE	384	8,100,000.00		8,100,000.00
SCAVANGER WASTE DEBT SERVICE	385	105,000.00		105,000.00
SUFFOLK THEATER DEBT SERVICE	386	80,000.00		80,000.00
COMMUNITY DEVELOPMENT AGENCY	405		15,824.57	15,824.57
TOWN HALL CAPITAL PROJECTS	406		31,038.59	31,038.59
800 SERIES	408	15,000.00		15,000.00
TWO BEARS CAPITAL PROJECT	440	35,000.00		35,000.00
YOUTH SERVICES CAP PROJECT	452		4,562.67	4,562.67
SENIORS HELP SENIORS CAP PROJE	453	45,000.00	2,669.06	47,669.06
EISEP	454	140,000.00		140,000.00
MUNICIPAL FUEL FUND	625		16,302.70	16,302.70
MUNICIPAL GARAGE FUND	626		19,785.04	19,785.04
TRUST & AGENCY	735		1,202,895.84	1,202,895.84
SPECIAL TRUST	736	2,930,000.00		2,930,000.00
COMMUNITY PRESERVATION FUND	737	6,460,000.00		6,460,000.00
CDA	914	200,000.00		200,000.00
TOTAL ALL FUNDS		34,309,000.00	2,739,559.35	37,048,559.35