

July 21, 2009

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

PUBLIC COMMENT ON ANY TOWN BOARD RESOLUTION

CDA

Res. #16 Authorizes the Chairman to Execute a Professional Services Agreement Amendment with DRU Associates, Inc.

PUBLIC COMMENT ON ANY TOWN BOARD RESOLUTION

Res. #703 2009 Chips Reconstruction Road Improvement Project

Res. #704 Rescinds Town Board Resolution #624 Reauthorizes budget Adoption of Salt Barn Construction

Res. #705 2009 Recreation Capital Improvement Project Budget Adjustment

Res. #706 Authorizes Amendment to CDBG Program

Res. #707 Approves Memorandum of Agreement

Res. #708 Ratifies the Appointment of a Recreation Specialist Level I to the Recreation Department (Maria Dounelis)

Res. #709 Ratifies the Appointment of a Call-In Bus Driver to the Riverhead Recreation Department (Noel Ehlers)

Res. #710 Appoints a Recreation Specialist Level I to the Recreation Department (Justin White)

Res. #711 Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for Open Space/Park Preserve Committee Members

Res. #712 Appoints Member to Riverhead Industrial Development Agency (Paul Thompson)

- Res. #713 Resolution of Support and Concurrence with the Suffolk County/Town of Riverhead Empire Zone (Formerly Economic Development Zone) Regionally Significant Project Application**
- Res. #714 Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 of the Code of the Town of Riverhead Entitled “Zoning”(§108-3 Definitions, Article I, General Provisions, Structure)**
- Res. #715 Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 108 of the Riverhead Town Code Entitled “Zoning” (§108-56 Signs)**
- Res. #716 Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 of the Code of the Town of Riverhead Entitled “Zoning” (§108-64.5 Bed and Breakfast Facilities, Article XIII, Supplementary Use Regulations**
- Res. #717 Rescinds Resolution No. 684 Adopted at the July 7, 2009 Town Board Meeting Entitled “Extends Bid Contract for Landscaping Items for the Town of Riverhead”**
- Res. #718 Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 of the Code of the Town of Riverhead Entitled “Zoning” (§108-3 Definitions, Article I, General Provisions, Bed and Breakfast)**
- Res. #719 Approves Chapter 90 Application of Martha Clara Vineyards (Beer and Wine Festival)**
- Res. #720 Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XXXI – Open Space Conservation District)**
- Res. #721 Authorizes Town Supervisor to Execute Sewer Easement Agreement**
- Res. #722 Authorizes the Town Clerk to Advertise for Bids on a Used 1981 Mack Model RM Cab and Chassis with a Combination Dump Body or Equal**

- Res. #723** Authorizes the Town Clerk to Advertise for Bids on a John Deere Model 5525 Tractor with a Cheetah 17.5' Flail Boom Mower or Equal
- Res. #724** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 54 of the Code of the Town of Riverhead Entitled "Unsafe Buildings and Collapsed Structures"
- Res. #725** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 96 of the Code of the Town of Riverhead Entitled "Trash, Rubbish and Refuse Disposal"
- Res. #726** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 101 of the Code of the Town of Riverhead Entitled "Vehicles and Traffic"
- Res. #727** Authorization to Publish Advertisement for Propane for the Town of Riverhead
- Res. #728** Authorization to Publish Advertisement for Heating Fuel for the Town of Riverhead
- Res. #729** Authorizes the Release of Security of Montgomery Distributors LLC (American Service Station, Jamesport)
- Res. #730** Authorizes Public Notice of Application to New York Department of State for Brownfield Opportunity Areas Funding
- Res. #731** Economic Recovery Projects Municipal/Sponsor Resolution
- Res. #732** Authorizes the Supervisor to Execute Agreement Extending Bid Award Contract
- Res. #733** Amends Resolution No. 685 Adopted at the July 7, 2009 Town Board Meeting Entitled "Awards Bid for Snack Vendors"
- Res. #734** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 of the Code of the Town of Riverhead Entitled "Zoning" (§108-286 Uses, Article LIII, Hamlet Center (HC) Zoning Use District)

**Res. #735 Adopts a Local Law Amending Chapter 73 Entitled
“Landmarks Preservation” of the Riverhead Town Code**

Res. #736 Pays Bills

July 21, 2009

COMMUNITY DEVELOPMENT AGENCY
TOWN OF RIVERHEAD

Adopted

Resolution # 16

**AUTHORIZES THE CHAIRMAN TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT AMENDMENT WITH DRU ASSOCIATES, INC.**

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

WHEREAS, the Community Development Agency of the Town of Riverhead has requested the services of Dru Associates, Inc. for the purposes of conducting field studies relating to endangered, threatened or special concern species located at the EPCAL property; and

WHEREAS, the parties have previously entered into a professional services agreement for the sole purpose of conducting field studies relating to salamanders possibly located at the EPCAL property; and

WHEREAS, the Department of Environmental Conservation (DEC) established a protocol for the evaluation of bird species at the EPCAL property, which evaluations were conducted by Dru Associates, Inc. in collaboration with the DEC; and

WHEREAS, the increased need for environmental evaluation of the property has required an amended agreement between the parties;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman is hereby authorized to execute the attached Professional Services Agreement Amendment with Dru Associates, Inc.; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Dru Associates, Inc., 40 Hitching Post Lane, Glen Cove, New York 11542, the Town Attorney and the Office of Accounting.

WOOTEN YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

PROFESSIONAL SERVICES AGREEMENT AMENDMENT

THIS AGREEMENT made the day of 2009 between the TOWN OF RIVERHEAD, (hereinafter "Town") a municipal corporation with offices located at 200 Howell Avenue, Riverhead, New York, 11901, and DRU ASSOCIATES, INC. (hereinafter "DRU"), a professional corporation existing under the laws of the State of New York, with a principal place of business at 40 Hitching Post Lane, Glen Cove, New York 11542.

WITNESSETH:

WHEREAS, the Town has requested the services of DRU for the purposes conducting field studies relating to endangered, threatened or special concern species located at the EPCAL property, and

WHEREAS, the parties have previously entered into a professional services agreement for sole purpose of conducting field studies relating to salamanders possibly located at the EPCAL property, and

WHEREAS, the Department of Environmental Conservation (DEC) established a protocol for the evaluation of bird species at the EPCAL property which evaluations were conducted by DRU associates in collaboration with the DEC, and

WHEREAS, the increased need for environmental evaluation of the property has required an amended agreement between the parties, and

WHEREAS, the following reflects the terms and conditions of the parties amended professional services agreement and encompasses all work to be conducted by DRU Associates, and includes all past work conducted by DRU Associates of which \$51,053.11 has already been billed and paid.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Scope of services

The Town hereby retains the services of DRU for the purposes of conducting field studies relating to endangered, threatened or special concern species located at the EPCAL property.

2. Compensation for service

As compensation for such services, the Town will pay DRU up to a maximum of One Hundred Four Thousand Six Hundred Fifty (\$104,650.00) Dollars for labor and materials to the satisfaction of the Town Board and the Financial Administrator of the Town. The full cost of all professional services in accordance with this agreement and other services

as may be required shall not exceed of One Hundred Four Thousand Six Hundred Fifty (\$104,650.00) Dollars unless the Town and DRU shall otherwise agree in writing as set forth herein.

DRU shall notify the Town in writing providing a description of the additional services it proposes to provide together with an explanation as to why the additional services are necessary. In no event shall DRU perform any additional services without the prior written agreement of the Town Board. DRU shall complete its obligations hereunder no later than sixty days from the date hereof unless the Town and DRU shall agree otherwise in writing. DRU shall supply information regarding services they have performed as may be requested from time to time by the Town.

DRU shall submit invoices to the Town every month and will indicate time and expenses incurred during that period pursuant to the tasks identified herein. Invoices shall be due and pay DRU within 30 days of their receipt by the Town. The Town has the right to withhold payment for portions of work not completed, after notification to DRU unless the schedule is extended for reasons beyond the control of DRU, including extra agency review or other unanticipated events.

3 Term of Agreement

The Agreement shall commence upon the execution of this agreement by the Town Supervisor pursuant to authorization of the Town Board and shall expire upon completion of the work specified herein to the satisfaction of the Town. All work hereunder shall be completed within one year of the date of the commencement of this agreement which shall be deemed to be.

This Agreement may be terminated by either party and for any reason upon 30 days written notice to the other party. In that event, DRU shall be compensated only for the value of services and expenses incurred in accordance with this agreement.

4. Modifications to Agreement

This Agreement may only be modified in writing and such modification is subject to approval by the Town Board of the Town pursuant to a duly adopted resolution.

5. Performance of Professional Services

DRU will perform its service hereunder in a timely manner. DRU shall not be responsible for delays occasioned by factors beyond its control nor by factors which could not reasonably have been foreseen at the time this Agreement was executed.

DRU shall be entitled to rely on information provided by the Town provided said information is sealed by a licensed professional where appropriate or directly provided to DRU by the Town.

DRU shall perform its services in accordance with the professional standards applicable to the services provided, i.e. information technology, at the time such services are rendered.

Estimates made by DRU of probable costs and detailed cost projections represent DRU'S judgment with respect thereto. It is recognized, however, that DRU has no control over actual site conditions or the cost of materials or equipment. Accordingly, DRU cannot and does not represent or guarantee that ultimate project costs will not vary from that set forth in Exhibit A. However, DRU will advise the Town prior to ordering any materials or equipment prices if said prices have increased beyond that quoted herein.

All drawing, specifications, reports, notes and data developed pursuant to this Agreement are instruments of service, and as such, the original documents will become the property of the Town.

Except as otherwise provided herein, the parties agree that DRU's liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified and Exhibit A and any modifications made thereto.

6. DRU understands and recognizes that in conducting the work authorized by this agreement its employees and or agents may have access to confidential or sensitive Town documents and/or records. DRU agrees that it shall not copy, utilize, distribute or otherwise provide unauthorized access to any Town documents and/or records. DRU agrees to indemnify and hold the Town harmless from any and all damages it may incur by reason of the unauthorized distribution, use or exposure of Town documents together with the Town's reasonable attorneys fees incurred in connection with such unauthorized distribution, use or exposure of confidential Town documents. DRU shall immediately notify the Town in writing should its employees or agents become aware that copying, use, distribution or other unauthorized exposure of Town documents has occurred.

7. Controlling Law

This Agreement shall be construed according to the laws of the State of New York.

8. Prior Agreements. The previous agreement between the parties dated the 27th day of June, 2008 shall be deemed merged herein.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

TOWN OF RIVERHEAD

DRU ASSOCIATES, INC.

By: _____
Phil Cardinale, Supervisor

By: _____

Dru Associates, Inc.

Ecological Consultants

40 Hitching Post Lane, Glen Cove, NY 11542
21 Mt. Ponds, Box 779, Wilmington, VT 05363

(516) 676-7107
(802) 464-3341

May 22, 2008

Dawn Thomas
Town of Riverhead
200 Howells Rd
Riverhead, NY 11091

Re: Overall Proposal for Ecological Consulting,
Endangered Species and Habitats at EPCAL, Riverhead, NY

Dear Dawn;

Dru Associates, Inc. is pleased to outline the scope and estimated costs of our ecological research at Calverton. Dru Associates will perform the tasks outlined to meet the project's natural resource assessment requirements as directed by NYS DEC as explained below in the form of a work plan. While the tasks are outlined in the Work Plan, cost estimates are subject to revision as the field work defines the extent of issues to be addressed, and updated requirements of NYS DEC and SEQRA become known over the two year period involved in this research.

Dru Associates provides its services on an hourly fee basis for specified tasks (as presented below in the Work Plan and Budget). These daily estimates, and any further work required, are based on the following hourly rates: Principal Ecologist (\$215.00), Ecologist (\$125.00), Field Technician (\$75.00), Support staff (\$35.00), with the work billed monthly, terms 30 days net.

Work Plan

The scientific objectives of the research are:

Objectives:

- A. Determine the species of salamander using the subject ponds, and birds using the grasslands.
- B. Estimate the distribution patterns of breeding salamanders at the ponds.
- C. Estimate the habitat use patterns of significant bird species and herpetofauna.
- D. Estimate the size of the populations present.

The methods of accomplishing the objectives are:

Task 1. Migratory Salamander Study, Winter Phase: Field research with NYS DEC tracking inward migration and egg-laying periods of salamander breeding activity, employing minnow trapping, and aquatic searches of habitat beginning as soon as ice breaks on ponds, extending from January through April. After egg production is confirmed, the gestation period is calculated and field visits to track and capture larvae commence at the appropriate time later in the season (May-June). The search for larvae involves netting techniques, with the technique dependent on site conditions. Frequency of at least one search per week is required for four weeks after the calculated gestation period has elapsed. Captured larvae are identified in the field if possible, or removed to the lab for microscopic identification. **Minnow traps:** small wire cage traps set in strategic places around habitat, checked twice daily if set 24 hrs. The frequency of trapping sessions will be at least two three-day sessions during February-March, continued during April as required depending on results. **Egg searches** are performed weekly until no further findings occur during March-April.

Task 2. Larval Study: After egg production is confirmed with NYS DEC, the gestation period is calculated and field visits to track and capture larvae commence at the appropriate time later in the season (May-June). The search for larvae involves netting techniques, with the technique dependent on site conditions. Frequency of at least one search per week is required for four weeks after the calculated gestation period has elapsed. Captured larvae are identified in the field if possible, or removed to the lab for microscopic identification.

Task 3. Field study of significant grassland bird species: Dru Associates will collaborate with the NYS DEC and other consultants to inventory birds species designated as important by DEC. This study involves approximately two field days per week from February through May, then weekly through summer to count and map the occurrence of, at the least, Upland Plover, Grasshopper Sparrow, Northern Harrier, and Short-eared Owl.

Task 4. Field Study of salamander dispersion, aimed at identifying important upland habitats of salamanders (timing and cost determined based on larval study results during June).

Under license from NYS DEC this study employs trapping (both types) to define the directions and distances to which out-bound salamanders go after leaving the ponds. During this season, this study can only be applied to young-of-the-year (larvae metamorphose into juveniles that wander out away from the ponds during the summer.

a. Drift fence/trapping program involves two types of trap used in combination or separately (good results come from both methods, better results when combined):

Minnow traps: small wire cage traps set in strategic places around habitat, checked twice daily if set 24 hrs. The frequency of trapping sessions will be at least two three-day sessions during March-April, and more may be required depending on results (if there are no captures, a third session is recommended to assure the regulatory agencies that results are bona fide). The budget below reflects sessions during March-April.

Drift fence/bucket traps: Fences constructed of aluminum or polypropylene are set across migration routes to and from ponds, with trap buckets dug into ground level every 25-40 feet, depending on topography. The frequency of trapping sessions will be determined by field and weather conditions.

Task 5. Field Study of all wildlife habitats to understand relationships between all portions of EPCAL within the Fence.

This study employs all methods listed above to identify priority areas at EPCAL for Open Space conservation for the long term that blends all prospective development activities.

Task 6. Reports on Findings: Scientific reports and SEQRA documentation and meetings, supported by an academic literature review and field data sheets of observations covering salamanders and birds species found to be important at the site. The reports will include color photographs of each specimen captured or species observed, including biotic data on the animals, and all field data sheets concerning environmental parameters will be synthesized and reported. The Task work products are:

- 6a. Data logging all species
- 6b. GIS Mapping all species habitats
- 6c. Salamander ecology report, NYS DEC license reporting
- 6d. Bird ecology report, NYS DEC observation records

Personnel

Project Manager: Dr. R.W. Abrams, CEP

Field Ecologists: Ms. S.E. Ner, MS; Eric Heimbauer, BS

Field research crew will always be at least two persons.

Budget: The following are **estimated costs** to complete all tasks on the ponds:

Tasks	Work Plan	Cost \$
Task 1	Migratory herps and egg searching	26,200
Task 2	Larval herp study	12,200
Task 3	Bird study	25,000
Task 4	Salamander migration	16,250
Task 5	Open Space habitat mapping	8,500
Task 6	Reports, SEQRA documentation	16,500
Total	Estimated costs	\$ 104,650

The results of field research are always dependent on environmental conditions beyond our control. Any changes to the Work Plan or costs will be discussed with you prior to occurring.

If the terms of this agreement are acceptable, please execute below to initiate the work. Thank you for your consideration.

Sincerely,

Ron Abrams

Dr. R.W. Abrams, CEP

Accepted _____ Date _____ 2008

Disclaimer: All work provided under this agreement is at the discretion of the client and performed according to best professional judgment following currently accepted standards and ethics of the Academy of Board Certified Environmental Professionals. No direct or implied guaranty is offered concerning the decisions or opinions offered by government agencies in response to submittals by Dru Associates, Inc., other than those inherent in performing ecological research according to prevailing academic standards. If you have questions concerning discretionary issues of wetland and ecological science please direct them to Dr. R.W. Abrams before accepting this proposal.