

**PUBLIC COMMENT ON ANY CDA RESOLUTION LISTED
BELOW:**

CDA

Res. #6 Authorizes HDR to Proceed with NYSERDA Funded Portion of The Calverton Rail Access Rehabilitation Project

CDA

Res. #7 Authorizes Acceptance of \$75,000 Grant Award from NYSERDA for Calverton Rail Access Rehabilitation Project

**PUBLIC COMMENT ON ANY REGULAR TOWN BOARD
RESOLUTION LISTED BELOW:**

Res. #195 Replacement of Vandalized Pedestals Budget Adoption

Res. #196 Approves the Reassignment of a Maintenance Mechanic II to the Buildings and Grounds Division of the Engineering Department (J. Hardy)

Res. #197 Ratifies the Reassignment of the Position of Geographic Information Systems Supervisor to the Engineering Department (R. Hubbs)

Res. #198 Appoints Interpreter for Police Department and Justice Court (R. Froehlich)

Res. #199 Appoints Members to the Animal Advisory Committee (Dr. G. DuBrato)

Res. #200 Appoints One-time Marriage Officer (J. Wooten)

Res. #201 Appoints a Call-In Recreation Aide Level II to the Riverhead Recreation Department (J. Doll)

Res. #202 Appoints Temporary Secretary to the Board of Assessment Review (M. Vail)

Res. #203 Approves Request for Leave of Absence (E. Raudies)

Res. #204 Ratifies the Approval of a Leave of Absence for a Police Officer (E. Cohen)

- Res. #205 Appoints a Deputy Town Clerk (J. O’Neill)**
- Res. #206 Appoints a Senior Justice Court Clerk to the Justice Court (T. Reyes)**
- Res. #207 Authorizes the Town Clerk to Publish and Post a Help Wanted Advertisement for the Traffic Control Officers**
- Res. #208 Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for Pump Out Boat Personnel**
- Res. #209 Rescinds Resolution #167**
- Res. #210 Approves Memorandum of Agreement**
- Res. #211 Waives the Requirement of the Posting of a Site Plan Performance Bond Pursuant to §108-133 (I) of the Riverhead Town Code**
- Res. #212 Authorizes Town Clerk to Publish and Post Notice of Public Hearing Amendment of the Zoning Use District Map of the Town of Riverhead**
- Res. #213 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. #214 Authorizes the Supervisor to Execute a License Agreement**
- Res. #215 Authorizes Town Clerk to Publish and Post Notice of Public Hearing Special Use Permit Petition of John Reeve**
- Res. #216 Authorizes the Reduction of Site Plan Security of Traditional Links, LLC (Friar’s Head Golf Club Cottages)**
- Res. #217 Authorizes the Reduction of Site Plan Security of Riveredge LLC (Riverhead Building Supply)**
- Res. #218 Resolution Subject to Permissive Referendum Authorizing the Riverhead Public Parking Improvement District’s Purchase of Property Located at 209 East Avenue, Riverhead, For Parking Purposes**

- Res. #219** Authorizes the Supervisor to Execute a License Agreement with Wadington Realty Corp.
- Res. #220** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 105 of the Code of the Town of Riverhead Entitled “Water”
- Res. #221** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 987 Entitled “Littering” of the Riverhead Town Code (Section 98-8 “Dumpsters”)
- Res. #222** Authorizes Increase of Credit Line with the Suffolk County Clerk’s Office
- Res. #223** Authorizes Publication of Advertisement Soliciting Homeowner Applications to the Town of Riverhead Home Improvement Program
- Res. #224** Authorizes Inter-Fluve to Proceed with Phase I of the Design of the Fish Passage at Upper Mills Dam
- Res. #225** Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 25 Cherry Lane, Wading River, New York
- Res. #226** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Section 108-56.1 “Sign Permits”)
- Res. #227** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 46A Entitled “Architectural Review” of the Riverhead Town Code
- Res. #228** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XXXVII – Riverfront Corridor (RFC) Zoning Use District)

- Res. #229** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XLVI – Destination Retail Center (DRC) Zoning Use District)
- Res. #230** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XLVII – Shopping Center (SC) Zoning Use District)
- Res. #231** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XLVII – Business Center (BC) Zoning Use District)
- Res. #232** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article XLIX – Commercial/Residential Campus (CRC) Zoning Use District)
- Res. #233** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article L – Industrial A (IA) Zoning Use District)
- Res. #234** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LI – Industrial C (IC) Zoning Use District)
- Res. #235** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LII – Rural Corridor (RLC) Zoning Use District)
- Res. #236** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LII – Hamlet Center (HC) Zoning Use District)

- Res. #237** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LIV – Village Center (VC) Zoning Use District)
- Res. #238** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LV – Business CR Zoning Use District [Rural Neighborhood Business])
- Res. #239** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LVI – Downtown Center 1: Main Street (DC-1) Zoning Use District)
- Res. #240** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LVII – Downtown Center 2: Waterfront (DC-2) Zoning Use District)
- Res. #239** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LVIII – Downtown Center 3: Office (DC-3) Zoning Use District)
- Res. #240** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LIX – Downtown Center 4: Office/Residential Transition (DC-4) Zoning Use District)
- Res. #241** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LX – Downtown Center 5: Residential (DC-5) Zoning Use District)

- Res. #242** Authorizes Town Clerk to Publish and Post a Public Notice for a Local Law to Consider Amendments to Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article LXI – Tourism/Resort Campus (TRC) Zoning Use District)
- Res. # 243** Authorizes Town Supervisor to Execute Change Order No. 1 for East Creek Marina Phase I Infrastructure Improvement Project
- Res. #244** Authorizes the Supervisor to Execute a Road, Drainage and Excavation Agreement with Vincenzo Mastronardi Regarding the Mastro Realty Subdivision, Suffolk County Tax Map No. 600-80-01-12.7
- Res. #245** Amends Resolution #48 of 2009 (sets the Fees for Usage of Recreation and other Town Facilities)
- Res. #246** Grants Special Use Permit of Hampton Jitney, Inc.
- Res. #247** Grants Special Use Permit of Theodora Cohen Single Family Residence
- Res. #248** Grants Special Use Permit of Terry Girls Realty, Inc. (Bed and Breakfast)
- Res. #249** 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. #250** Authorizes the Publication of a Public Notice for Public Hearing to Consider a Local Law Which Would Adopt a Map Designating Clearing Limits Pursuant to the Pine Barrens Overlay District (Riverhead Town Code Article XXXV) for the Former Naval Weapons Industrial Reserve Plant (NWIRP) Now Known as Enterprise Park at Calverton (EPCAL)
- Res. #251** Authorizes the Supervisor to Execute a Contract Between the County of Suffolk and the Town of Riverhead (Juvenile Delinquency Prevention Program)

- Res. #252** Determining that the County of Suffolk’s Installation of a Retaining Wall Along Hole Number Five Located at Indian Island Golf Course, Riverside Drive, Riverhead, New York, Will Not Be Subjected to the Zoning Requirements of the Town of Riverhead
- Res. #253** Authorizes the Release of Security for Riverhead PGC, LLC
- Res. #254** Authorizes the Release of Security of Verderber’s Garden Center A/K/A 406 Main Road, LLC
- Res. #255** Authorizes the Release of Security for Sound Housing LLC A/K/A Willow Ponds (Storage Building)
- Res. #256** Authorizes the Release of Security for H.F. Corwin & Son, Inc.
- Res. #257** Approves Refund to Peter DiBernardi (The Hidden Vineyard)
- Res. #258** Releases Maintenance Bond in Connection with the Subdivision Entitled, “Kelbridge Meadows” (Road and Drainage Improvements)
- Res. #259** Accepts 100% Security of River City Enterprises, Inc. (420 Osborne Avenue) – Certificate of Deposit
- Res. #260** Approves Chapter 90 Application of East End Arts & Humanities Council, Inc.
- Res. #261** Approves Chapter 90 Application of Our Redeemer Lutheran Church of Aquebogue (Carnival & Flower Sale)
- Res. #262** Authorization to Publish Advertisement for Janitorial Supplies for the Town of Riverhead
- Res. #263** Authorization to Publish Advertisement for Work Clothes for the Town of Riverhead
- Res. #264** Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article III – Accessory Apartments)

Res. #265 Sets Registration Fees for the Riverhead Recreation Department

Res. #266 Authorizes the Town Attorney to Order an Appraisal for Real Property Located within the Peconic River Eco-Corridor Target Area Described as SCTM# 600-124-4- Lots 3, 4 and 5 and SCTM #600-128-3-Lot 48 and Lot 49 and SCTM# 600-125-2-Lot 28

Res. #267 Pays Bills

March 17, 2009

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY

Adopted

RESOLUTION # 6

**AUTHORIZES HDR TO PROCEED WITH NYSERDA FUNDED PORTION OF
THE CALVERTON RAIL ACCESS REHABILITATION PROJECT**

~~COUNCILWOMAN BLASS~~ offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY:

WHEREAS, the Town of Riverhead has adopted a Comprehensive Plan for the Town and a Comprehensive Reuse Plan for the Calverton Enterprise Park, property now known as "EPCAL", providing the basis for the rezoning of the former Grumman property; and

WHEREAS, the Town Board acting in its capacity as the Community Development Agency (CDA) desires to foster the continued development of infrastructure at the EPCAL site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, in furtherance of development of infrastructure at EPCAL, the CDA Board authorized a solicitation of proposals for the EPCAL Rail Access Rehabilitation Project; and

WHEREAS, the CDA Board selected HDR, Inc., an employee-owned architectural, engineering and consulting firm with rail development expertise, as consultant to assist the CDA to rehabilitate the rail spur to EPCAL subject to the Town of Riverhead and/or the CDA securing the necessary outside funds for the project; further subject to negotiation of the terms of a professional service agreement with the office of the Town Attorney; and further subject to negotiation of a project scope and agreed upon lump sum price for each phase of the project.

WHEREAS, the CDA applied for and was awarded a grant of \$75,000 from NYSERDA for the Calverton Rail Access Rehabilitation Project to move the project forward; and

WHEREAS, the CDA Board wishes to retain the services of HDR for the purposes of assisting with preparation of plans and other project related technical information to assist the CDA with moving the project forward for the Calverton Rail Access Rehabilitation Project.

NOW, THEREFORE, BE IT RESOLVED, that CDA Board authorizes the HDR, Inc. to proceed with the planning material for the Calverton Rail Access Rehabilitation Project for a sum not to exceed \$95,020 (\$20,000 previously authorized); and

BE IT RESOLVED, that CDA Board authorizes the Accounting Department to set a budget for the new grant project and payment to HDR; and

BE IT FURTHER RESOLVED, that the CDA Board hereby authorizes the CDA to secure a Town of Riverhead Purchase Order in the amount listed above; and

BE IT FURTHER RESOLVED, that the Town Board does hereby authorize the Town Supervisor to enter into and execute the attached Town of Riverhead Consultant/Professional Services Agreement with HDR subject to negotiation of the terms with the office of the Town Attorney but not to exceed \$95,020; and

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide notification of this resolution to the HDR, Inc., Attn: Brian Dolan, 500 7th Avenue, New York, NY 10018-4502, the Town Attorney, Accounting Department and the CDA Director.

THE VOTE

BLASS **YES** **NO**

DUNLEAVY **YES** **NO**
CARDINALE **YES** **NO**

WOOTEN **YES** **NO**

DRAFT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of March, 2009 between the TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY (hereinafter "Town") a municipal corporation with offices located at 200 Howell Avenue, Riverhead, Suffolk County, New York, 11901, and HDR Engineering, Inc. (HDR), a corporation existing under the laws of the State of _____, with a principal place of business at _____.

WITNESSETH:

WHEREAS, the Town of Riverhead CDA Board has requested the services of HDR for the purposes of providing technical consultant services for the EPCAL rail access rehabilitation and development project.

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

1. Scope of services

The Town hereby retains the services of HDR for the purposes of preparing preliminary cost estimates, conceptual plans, inspections, surveys, designs, bid packages (i.e., plans, specifications, and engineering estimates) and other project related technical information to assist the Town with moving the project forward (i.e., preparing funding and/or permit applications, initial site and survey work, etc.) for Phase I of the EPCAL rail access rehabilitation and development project. Given the initial stage of the project, the format for deliverables will be determined on an as needed basis to be agreed upon by Town and HDR and to be invoiced on an agreed upon per project basis not to exceed \$95,020.00 as indicated by the lump sum proposal from HDR dated February 26, 2009 and within the salary schedule as set forth in the August 28, 2008 Technical Proposal submitted by HDR in response to the Town of Riverhead Community Development Agency Request for Proposals dated June 26, 2008 as subsequently revised on July 11, 2008 and clarified on August 8, 2008. The \$95,020.00 is to A) conduct a review of existing conditions, materials and documents relevant to the rehabilitation design, B) perform a detailed field inspection and prepare a letter report of conditions found and prepare an updated and revised engineer's estimate to assist in obtaining documentation necessary to obtain funding from sources including: NYSDOT, NYSERDA and other public and private sources as may become available, and C) provide a design bid package (including design drawings, specifications, bid sheet and a list of qualified Track Contractors). The parties agree that this professional services agreement addresses one phase of a multiphase project and that the Town intends to utilize and retain the services of HDR for the preparation of preliminary cost estimates, conceptual plans and other project related technical information to assist the Town with moving the EPCAL Rail Access

Rehabilitation Project forward. The parties agree further that subsequent services and work required to complete all remaining phases of the project performed by HDR shall be set forth in a subsequent contract with the agreement and understanding that to the extent that work performed under this "Phase I" portion of the services/contract are relevant to tasks related to other portions of the contract, said tasks shall be reflected as a non billable or credit in a future contract and no duplicate billing for work covered under the \$95,020. Finally, this professional services agreement and references to future services/contract is not intended to bind the parties to enter into future contracts for above identified work/services related to the Town's goal to complete a rail spur.

2. Compensation for service

As compensation for such services, the Town will pay HDR a maximum of **Ninety-five Thousand Twenty (\$95,020) Dollars** upon the completion of the work as set forth above to the satisfaction of the Town Board and the CDA Director. HDR 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. As stated above, this contract shall only relate to Phase I, and it is the intention of the parties to enter into subsequent professional services agreement for the additional and more complex services required to complete the rail spur. In no event shall HDR perform any additional services without the prior written agreement of the Town Board. HDR shall complete its obligations hereunder no later than **March 15, 2010** unless the Town and HDR shall agree otherwise in writing. HDR shall supply information regarding services they have performed as may be requested from time to time by the Town.

HDR 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 payable within 30 days of their receipt by the Town. The Town has the right to withhold payment for portions of work not so completed, after notification to HDR, unless the schedule is extended for reasons beyond the control of HDR, including extra agency review or other unanticipated events.

3. Cost of Professional Services

The full cost of all professional services in accordance with this agreement and other services as may be required to provide for complete field work and written reports shall not exceed **Ninety-five Thousand Twenty (\$95,020) Dollars** unless the Town and HDR shall otherwise agree in writing as set forth herein.

4. Rights to Documents or Data

All information and data, regardless of form, generated in the performance of, or delivered under, this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this

Agreement does not vest in Town by law, Consultant hereby agrees to assign and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

5. Publicity

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

6. Term of Agreement

The Agreement shall commence as of March 23, 2009 and shall expire upon completion of the work specified herein to the satisfaction of the Town.

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

7. 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.

8. Performance of Professional Services

HDR ASSOCIATES will perform its service hereunder in a timely manner. HDR 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.

HDR 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 HDR by the Town.

HDR shall perform its services in accordance with the professional standards applicable to the services provided (i.e. planning, consulting, etc.), at the time such services are rendered.

Estimates made by HDR of probable costs and detailed cost projections represent HDR judgment with respect thereto. It is recognized, however, that HDR has no control over actual site conditions, the cost of labor, OR materials or equipment. Accordingly, HDR cannot and does not represent or guarantee that ultimate project costs will not vary from that set forth in Schedule A.

The parties agree that HDR liability under this agreement and for the project shall be limited to the total contract cost to the Town as specified and Schedule A and any modifications made thereto.

8. Records

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

9. Changes

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

10. Notices

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: _____, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to _____ *[name and address]*.

11. Compliance with Laws

Consultant shall comply with all applicable federal, state, and local laws and ordinances and regulations in the performance of its services under this Agreement. Consultant will notify Town immediately if Consultant's work for Town becomes the subject of a government audit or investigation. Consultant will promptly notify Town if Consultant is indicted, suspended or debarred. Consultant represents that consultant has not been convicted of fraud or any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder Consultant agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award,

extension, continuation, renewal, amendment or modification of any contract or agreement. Consultant may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Consultant's professional or technical discipline.

12. Controlling Law

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

13. Insurance, Indemnity and Liability

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town, its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

14. Conflict of Interest

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

15. Disclosure

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

16. Disputes

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

such proceedings or the settlement of any dispute arising under this Agreement, Consultant shall proceed diligently with the performance of this Agreement in accordance with the decision of Town.

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

by:
Town Of Riverhead
200 Howell Avenue
Riverhead, New York

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

TOWN OF RIVERHEAD CDA

HDR

By: _____
Philip J. Cardinale, Chairman

By: _____

March 17, 2009

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY
RESOLUTION # 7

Adopted

**AUTHORIZES ACCEPTANCE OF \$75,000 GRANT AWARD FROM NYSERDA FOR
CALVERTON RAIL ACCESS REHABILITATION PROJECT**

COUNCILMAN DUNLEAVY

_____ offered the following resolution,

which was seconded by _____ **COUNCILMAN WOOTEN** _____ :

WHEREAS, the New York State Energy Research and Development Authority (NYSERDA) in partnership with the New York State Department of Transportation (NYSDOT) “seeks proposals with the goal of developing and/or demonstrating strategies and enabling commercial technologies that have the potential of reducing the emission of greenhouse gases and the consumption of petroleum product by reducing vehicle miles traveled (VMT) in New York State without adversely affecting the State’s economy and quality of life;” and

WHEREAS, the Town of Riverhead has adopted a Comprehensive Plan for the Town and a Comprehensive Reuse Plan for the Calverton Enterprise Park, property now known as “EPCAL”, providing the basis for the rezoning of the former Grumman property; and

WHEREAS, the Town Board acting in its capacity as the Community Development Agency (CDA) desires to foster the continued development of infrastructure at the EPCAL site to encourage continued economic development at the site consistent with the comprehensive plans; and

WHEREAS, in furtherance of development of infrastructure at EPCAL, the CDA applied for and was awarded \$75,000 in grant funds to support the Town of Riverhead Calverton Rail Access Rehabilitation Project.

THEREFORE, BE IT RESOLVED, the CDA Board authorizes the CDA Chairman to execute funding contracts with NYSERDA for funds in the amount of \$75,000 towards the approximate \$88,000 cost of engineering study and designs for the Calverton Rail Access Rehabilitation and Development Project.

BE IT FURTHER RESOLVED, that CDA Board authorizes the Accounting Department to set a budget for the new grant project and payment to construction contractor; and

BE IT FURTHER RESOLVED, that the Town Clerk shall provide notification of this resolution to Community Development Agency, the Town Attorney, and the Accounting Department.

Dunleavy Yes No

THE VOTE
Blass Yes No
Cardinale Yes No

Wooten Yes No

March 10, 2009

Ms. Chris Kempner
Director
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

*Re: Agreement No. 11105
– Calverton Rail Access Rehabilitation*

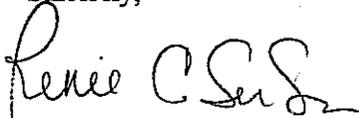
Dear Ms. Kempner,

I have enclosed two copies of the subject Agreement for your review. If acceptable please have both copies signed, notarized and returned to me at our Albany address below, no later than two weeks from the date of this letter. The Agreement will then be signed by NYSERDA, and a fully-executed original of the Agreement will be returned to you.

Also, please complete the enclosed W9 form and return it with the executed agreements.

If you have any questions or comments, you can reach me at (518) 862-1090, extension 3231.

Sincerely,



Renee C. Serbu
Contract Administrator

Enclosures