

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

CDA

Res. #25 Authorizes Selection of HDR as Consultant for the Rail Access Rehabilitation and Development Project at the Calverton Enterprise Park

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

Res. #994 Mastro Realty Budget Adoption

Res. #995 Appoints a Call-In Bus Driver to the Riverhead Recreation Department (Beatrice Caccioppo)

Res. #996 Appoints Temporary Clerks to the Tax Receiver's Office (Cori Koroleski and Catherine Herbst)

Res. #997 Authorizes Supervisor to Release Petty Cash Monies to Receiver of Taxes

Res. #998 Ratifies the Appointment of a Call-In Recreation Aide to the Riverhead Recreation Department

Res. #999 Appoints Registrar in the Town Clerk's Office (Diane M. Wilhelm)

Res. #1000 Appoints Marriage Officer (Diane M. Wilhelm)

Res. #1001 Setting Terms and Conditions of Employment of Daniel P. McCormick, Deputy Town Attorney

Res. #1002 Authorizes Execution and Submission of Grant Application to Suffolk County for Fiscal Year 2009 Community Development Block Grant Funds

Res. #1003 Authorizes Extension of Time to Remit Real Property Taxes for Senior Citizens Receiving Enhanced Star Pursuant to Section 425 of RPTL

- Res. #1004 Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 101 (Vehicles & Traffic) of the Riverhead Town Code (101-9. Installation and Maintenance.)
- Res. #1005 Adopts a Local Law Amending Chapter 44 Entitled “Agricultural Lands Preservation” of the Riverhead Town Code
- Res. #1006 Adopts a Local Law Amending Chapter 18 Entitled “Code of Ethics” of the Riverhead Town Code
- Res. #1007 Awards Bid on Traffic Signs & Related Items
- Res. #1008 Ratifies Approval and Authority to Enter into Agreement with the Galamery Company, Inc.
- Res. #1009 Authorizes Publication of Notice to Amend CDBG Program
- Res. #1010 Ratifies Supervisor’s Execution of Professional Engineering Services Agreement
- Res. #1011 Authorizes Release of Developer Money Sunken Pond Estates Section 1
- Res. #1012 Authorizes Release of Developer Money Deep Hole Road
- Res. #1013 Authorizes Release of Developer Money Hubbard Estates
- Res. #1014 Authorizes Release of Developer Money the Meadows @ Aquebogue
- Res. #1015 Authorize Release of Developer Money Stoll Associates, Herricks Lane
- Res. #1016 Authorizes Release of Developer Money Mid Road Properties, Section 1
- Res. #1017 Authorizes Release of Developer Money Mid Road Properties, Section 2
- Res. #1018 Authorizes Release of Developer Money Birchwood @ Wading River Section 3 & 4

- Res. #1019 Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 101 Entitled, "Vehicles & Traffic" of the Riverhead Town Code (§101-3. Stop and Yield Intersections; Railroad Crossings; Parking Fields.)
- Res. #1020 Awards Bid Install Water Mains & Appurtenances Baiting Hollow Club Subdivision Riverhead Water District
- Res. #1021 Authorizes H2M Group to Proceed with Schematic Design Services for the Osborne Avenue Ambulance Facility and Addition and Alteration to Manor Lane Ambulance Substation
- Res. #1022 Authorizes Supervisor to Execute a Grant Agreement with New York State Housing Trust Fund Corporation for Funds to Support Emergency Home Repairs for the Elderly
- Res. #1023 Resolution Subject to Permissive Referendum Authorizing the Sale of a Town of Riverhead Parcel in Connection with Workforce Housing
- Res. #1024 Grants Special Use the Washwick Agency Expansion of a Non-Conforming Use
- Res. #1025 Authorizes the Town to Post and Publish the attached Notice to Bidders for HVAC Improvement Project at the Senior Citizen Center
- Res. #1026 Grants Special Use Permit of Peconic Propane Expansion of a Non-Conforming Use
- Res. #1027 Grants Special Use Permit of Sid Harvey Industries
- Res. #1028 Grants Special Use Permit of Beacon Wireless Communications Tower
- Res. #1029 Pays Bills

November 18, 2008

TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY

Adopted

RESOLUTION #25

**AUTHORIZES SELECTION OF HDR AS CONSULTANT FOR THE RAIL ACCESS REHABILITATION AND DEVELOPMENT PROJECT AT THE CALVERTON ENTERPRISE PARK**

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 Rail Access Rehabilitation and Development Project to and from EPCAL; and

**WHEREAS**, HDR, Inc., an employee-owned architectural, engineering and consulting firm with rail development expertise has submitted a proposal to assist the Town of Riverhead CDA to rehabilitate and develop the rail spur to EPCAL; and

**WHEREAS**, HDR, Inc. is aware that the Town of Riverhead CDA will move forward with the rehabilitation and development of the rail spur to EPCAL only when outside funding for the project has been secured.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Riverhead CDA Board hereby authorizes selection of HDR as consultant for the EPCAL rail access rehabilitation and development project; and

**THEREFORE, BE FURTHER IT RESOLVED**, that the selection of HDR as consultant for the rail access rehabilitation and development project is 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.

**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

DUNLEAVY  YES  NO  
BLASS  YES  NO

CARDINALE  YES  NO

BUCKLEY  YES  NO  
WOOTEN  YES  NO

November 18, 2008

Adopted

**TOWN OF RIVERHEAD**

**MASTRO REALTY**

**BUDGET ADOPTION**

**RESOLUTION # 994**

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 adjustment:

		<b><u>FROM</u></b>	<b><u>TO</u></b>
406.092705.421050.30079	Developer Fees	\$347,000	
406.083200.523002.30079	Water Mains/Lateral		\$260,000
406.083200.524451.30079	Purchase of Water Meters		\$8,800
406.083200.543501.30079	Engineering Expenses		\$42,000
406.083200.547900.30079	Contingencies		\$18,000
406.083200.549001.30079	Administration Fee		\$18,200

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

11/18/08

TOWN OF RIVERHEAD

Adopted

Resolution # 995

**APPOINTS A CALL-IN BUS DRIVER  
TO THE RIVERHEAD RECREATION DEPARTMENT**

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

**RESOLVED**, that Beatrice Caccioppo is hereby appointed to serve as a Call-In Bus Driver, Level 3, effective November 22, 2008 to serve as needed on an at-will basis and to be paid at the rate of \$13.00 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 Recreation Department, Beatrice Caccioppo, the Office of Accounting and the Personnel Officer.<sup>1</sup>

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

<sup>1</sup> Rec. Kelly/ Res C/I Bus Driver Caccioppo

11/18/08

Adopted

**TOWN OF RIVERHEAD**

**RESOLUTION # 996**

**APPOINTS TEMPORARY CLERKS TO THE TAX RECEIVER'S OFFICE**

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

**WHEREAS**, this Town Board recognizes the need to provide additional clerical personnel to the Office of the Receiver of Taxes to assist in the processing of tax money.

**NOW, THEREFORE, BE IT RESOLVED**, that Cori Koroleski and Catherine Herbst be and are hereby appointed as temporary clerks effective December 18, 2008 through January 20, 2009 at an hourly rate of compensation of \$10.25,

**BE IT FURTHER RESOLVED** that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Cori Koroleski; Catherine Herbst; Maryann Wowak Heilbrunn, Receiver of Taxes; the Personnel Officer, 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



11/18/08

Adopted

TOWN OF RIVERHEAD

Resolution # 998

**RATIFIES THE APPOINTMENT OF A  
CALL-IN RECREATION AIDE  
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY

**RESOLVED**, that Steven Cumberbatch is hereby appointed to serve as a Call-in Recreation Aide (Youth Sports) Level III, effective November 7, 2008 to serve as needed on an at-will basis and to be paid at the rate of \$8.50 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 a copy of this Resolution to Steven Cumberbatch, the Recreation Department, the Accounting Department, and the Personnel Officer. <sup>1</sup>

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

<sup>1</sup> Rec. Kelly/ Res Steven Cumberbatch.rec.aide

11/18/08

TOWN OF RIVERHEAD

Adopted

Resolution # 999

**APPOINTS REGISTRAR IN THE TOWN CLERK'S OFFICE**

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

**WHEREAS**, the appointed Registrar is responsible for the proper recording of all births and deaths in the Town of Riverhead; and

**WHEREAS**, Barbara Grattan has regretfully tendered her resignation as Riverhead Town Clerk; and

**WHEREAS**, Diane Wilhelm has been appointed to serve as the Town Clerk for the Town of Riverhead, now, therefore

**BE IT RESOLVED** that Diane Wilhelm is hereby appointed Registrar at no additional compensation, and be it further

**RESOLVED** that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a 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

11/18/08

Adopted

TOWN OF RIVERHEAD

Resolution # 1000

APPOINTS MARRIAGE OFFICER  
COUNCILMAN BUCKLEY

\_\_\_\_\_ offered the following resolution, which was  
seconded by COUNCILMAN WOOTEN

**BE IT RESOLVED** that the Town Board of the Town of Riverhead hereby appoints Town Clerk Diane Wilhelm as Marriage Officer for the Town of Riverhead, and be it further

**RESOLVED** that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a 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

11/18/08

TOWN OF RIVERHEAD

Adopted

Resolution # 1001

SETTING TERMS AND CONDITIONS OF EMPLOYMENT FOR DANIEL P. McCORMICK, DEPUTY TOWN ATTORNEY

COUNCILMAN WOOTEN offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

BE IT RESOLVED, THAT the terms and conditions of employment of Daniel P. McCormick, Deputy Town Attorney ("the Employee") shall, effective November 24, 2008, be as follows:

TERM

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.

HOURS OF WORK

1. The employee's minimum basic work week shall be 35 hours. There shall be no maximum number of hours of work per week. The employee shall not receive additional compensation for holiday pay. The employee is not entitled to earn, accrue, or be paid for overtime or compensatory time.

2. The employee shall be entitled to the same paid holidays as are set forth in the 2008-2011 CSEA collective bargaining agreement,

3. (a) Five (5) days of personal leave will be granted.

(b) Personal leave may not be accumulated and must be used within the calendar year earned, except that unused personal days at the end of each year shall be converted to sick time and may be used as sick time, subject to all the rules and pertaining to sick time.

(c) Personal leave must be approved by the Town Supervisor. The employee must request such leave at least forty eight (48) hours in advance unless

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

the personal leave is deemed to be an emergency of which he had no prior knowledge, in which case the employee must notify the Town Supervisor or designee of such absence. Failure to notify the Town Supervisor or designee of his absence will result in loss of pay for the day's absence.

4. Funeral Leave. The employee shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at the employee's option, for the death of the employee's spouse, child (including adopted children), father, mother, brothers, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.

5. Jury Service. The employee will be paid his regular salary while performing jury service upon documentary proof being filed with the Town Supervisor. The employee shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee.

6. Court Appearance. The employee's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Supervisor for the number of days necessary. The employee shall not lose any salary therefrom.

7. Parentage Leave. The employee shall receive parentage leave as defined in the 2004-2007 CSEA contract, Article III, Section 5.

### **VACATIONS**

1. The employee shall be entitled to 20 working days of vacation (January 1 to December 31).

2. The employee, upon request, shall be paid his vacation pay prior to the vacation, providing he shall have given three (3) weeks' notice to the Supervisor.

3. Upon retirement or termination of service, except for cause, the employee shall be compensated, in cash, for any accumulated vacation.

4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than sixty (60) vacation days from one year to the next.

5. The employee, at his option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to

the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2002-2004 Superior Officers' Contract, Article IX, Section C, except buyback shall be in blocks of three days per month.

### **SICK LEAVE**

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of 14 hours per month, up to a total accumulated sick leave of 2100 hours. After 2100 hours, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination of the employee before his return to work.

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of his accumulated and unused sick leave to the extent of one hundred (100%) percent of the first 1960 hours thereof.

3. The employee may elect to reduce the sick time accrued under paragraph "1" (one) by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of 35 hours. No buy-outs shall be permitted unless, at the time of election, the employee has accumulated at least 70 hours. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work-year. If the employee "buys-out" sick leave, he shall be permitted to re-accumulated sick days to a maximum of 2100 hours.

4. If the employee falls ill while on vacation, upon presentation of a medical certificate certifying he was confined to bed for more than five (5) working days during his vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

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### **GRIEVANCE PROCEDURE**

1. Consideration of Grievance.

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or his version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and advise the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

The employee shall have the right at all times to representation of his own choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, the employee shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances, that are not presented within ten (10) days of the occurrence, shall be deemed to have been abandoned.

5. Withdrawn Grievances.

The employee may withdraw a grievance at any point in the grievance procedure.

## **HEALTH INSURANCE**

1. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town Health Insurance Program. These plans shall also provide that the Town pays for one hundred (100%) percent coverage for the employee if the employee retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for the employee's family.

2. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan.

3. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan.

4. The Town will offer a Universal Life Insurance Policy, a disability insurance policy or participation in the New York State deferred compensation program. The employee may, at his option, choose the life insurance, the disability insurance, the deferred compensation program, any combination thereof or, have the Town contribute to an independent life insurance policy, disability insurance policy or deferred compensation program of the employee's choice. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by the employee via a payroll deduction. The cost will be adjusted yearly based on the Consumer Price Index for the New York and Northeastern New Jersey area for all Urban Consumers as produced by the U.S. Department of Labor, Bureau of Labor Statistics. The Base Year to be used will be 1989.

### **GENERAL PROVISIONS**

1. The Town agrees to provide legal counsel, to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of his employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directions of an organization or agency, then he shall be covered by the provisions of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided the employee is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If the employee is injured or assaulted in the course of employment, he shall receive full salary until such time as his application for reinstatement to full duty status, or, in the event of permanent disability, his application for a disability pension is finally determined or by a physician's examination determining no further disability, whichever comes first. If the employee is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from his sick leave for such injury. If the employee receives a compensation check for lost time due to a compensable injury, he shall endorse his check over to the Town. The above shall apply if the employee was acting within the scope of his employment.

3. A leave of absence, without pay, may be granted to the employee in the discretion of the Town Board for a maximum of six (6) months, upon written application therefore and good cause shown.

4. If the employee is absent without leave or without due notification to the Supervisor, he shall suffer loss of pay for the days of such absence.

5. The employee will be paid every two (2) weeks on Thursday of the latter week.

6. Upon the employee's request to examine his official employment personnel file, he may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by the employee, but he shall have an opportunity to read said material and makes a written reply, which shall be inserted, in his personnel folder.

7. The Town will provide a college or post-graduate incentive program for courses approved by the Town Board. The Town will reimburse the employee the tuition cost on a grade-related basis. A grade of "A" will receive seventy-five (75%) percent of the tuition cost. A grade of "B" will receive fifty (50%) percent of the tuition cost. A grade of "C" will receive twenty-five (25%) percent of the tuition cost. Payment will only be made upon submission of voucher and proof of grade.

8. The Town will pay the cost of the employee's mandatory continuing legal education as required by the Office of Court Administration.

9. The Town will pay the employee for longevity in an amount equal to 3% of the gross annual salary for each year of service following the ninth year of service, 4% for each year of service following the fourteenth year of service and 5% for each year of service following the nineteenth year of service.

### **WAGES**

The employee shall receive the following annual salary: \$90,000.00.

**BE IT FURTHER RESOLVED,** that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Daniel P. McCormick; Office of the Town Attorney and Accounting Department.

Adopted

11/20/08

Town of Riverhead

**Resolution #1002**

**Authorizes Execution and Submission of Grant Application to Suffolk County for Fiscal Year 2009 Community Development Block Grant Funds**

**COUNCILWOMAN BLASS**

offered the following resolution,

which was seconded by **COUNCILMAN DUNLEAVY**.

**WHEREAS**, the Town of Riverhead annually requests Community Development Block Grant funds for the United States Department of Housing and Urban Development for benefit to low and moderate income persons and for the prevention of slum and blight; and

**WHEREAS**, the Town of Riverhead has complied with the citizen participation requirements of the CDBG program; and

**WHEREAS**, the Town of Riverhead possesses the legal authority to make a grant application and to execute a community development and housing program.

**THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby ratifies the execution and submission of a grant application to the Suffolk County Department of Community Development as grantee of Community Development Block Grant funds, as attached on Schedule A, for FY 2009 from the United States Department of Housing and Urban Development; and

**BE IT FURTHER RESOLVED**, that upon approval by the Grantor, the Town Board authorizes the Supervisor to execute the required agreement between Suffolk County and the Town of Riverhead and to undertake the program as approved; and

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby directed to provide a copy of this resolution to Joseph T. Sanseverino (Suffolk County Community Development Director, H. Lee Dennison Bldg., PO Box 6100, Hauppauge, NY 11788) and Community Development.

**THE VOTE**

**Blass**  Yes  No

**Wooten**  Yes  No

**Dunleavy**  Yes  No

**Buckley**  Yes  No

**Cardinale**  Yes  No

**THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED.**

**Attachment A**

**2009 CDBG Application**

Bread and More Soup Kitchen	\$ 5,000
Open Arms Soup Kitchen and Senior Companion Program	\$ 5,000
Riverhead Community Awareness Program	\$ 5,000
Dominican Sisters	\$ 5,000
PCC/Maureen's Haven	\$ 5,000
East End Arts Council Public Space Site Improvements	\$ 33,840
Home Improvement Program	\$ 80,000
<u>Administration</u>	<u>\$ 17,160</u>
<b>Total</b>	<b>\$156,000</b>

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 1003

AUTHORIZES EXTENSION OF TIME TO REMIT REAL PROPERTY TAXES FOR SENIOR CITIZENS RECEIVING ENHANCED STAR PURSUANT TO SECTION 425 OF RPTL

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

WHEREAS, Section 925-b of the Real Property Tax Laws of the State of New York allows an extension of time to pay real property taxes for all residents receiving the Enhanced STAR exemption pursuant to §425; and

WHEREAS, due to a lapse of time between receipt of Social Security checks and the deadline for payment of taxes on May 31; and

WHEREAS, the law allows for an extension of time of up to five business days without penalty or interest; and

WHEREAS, Receiver of Taxes Maryann Wowak Heilbrunn recognizes the need to assist our seniors in the payment of their real property taxes without penalization due to the time lapse between Social Security checks and the May 31 deadline;

THEREFORE, the payment of real property taxes for Enhanced STAR recipients receiving an exemption pursuant to §425 of the New York State Real Property Tax Law is hereby extended to June 6, 2009.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead authorizes the Town Clerk to forward a copy of this resolution to Maryann Wowak Heilbrunn, Receiver of Taxes.

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

11/18/08

# Tabled

TOWN OF RIVERHEAD

Resolution # 1004

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT OF CHAPTER 101 (VEHICLES & TRAFFIC) OF THE RIVERHEAD TOWN CODE (101-9. Installation and maintenance.)**

COUNCILMAN BUCKLEY

\_\_\_\_\_ offered the following resolution,

which was seconded by \_\_\_\_\_ COUNCILMAN WOOTEN \_\_\_\_\_:

**RESOLVED**, that the Town Clerk be and is hereby authorized to post and publish the attached public notice to consider a proposed local law to consider the amendment of Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the November 26, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

**RESOLVED**, that the Town Clerk shall provide a copy of this resolution to the Kenneth Testa, P.E., Town Engineer; Riverhead Police Department; the Riverhead Highway Department and the Office of the Town Attorney.

WOOTEN  YES \_\_\_ NO    BUCKLEY  YES \_\_\_ NO

DUNLEAVY  YES \_\_\_ NO    BLASS  YES \_\_\_ NO

CARDINALE  YES \_\_\_ NO

THIS RESOLUTION  IS \_\_\_ IS NOT  
DECLARED 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 2<sup>nd</sup> day of December, 2008 at 2:05 o'clock p.m. to consider a local law amending Chapter 101 "Vehicles and Traffic" of the Riverhead Town Code as follows:

**ARTICLE IV  
Traffic Control Signals**

**§101-9. Installation and maintenance.**

Pursuant to authority granted by §1660 of the Vehicle and Traffic Law, traffic control signals shall be installed, maintained and operated at the following intersections and other locations:

**Intersections**

Hubbard Avenue (in front of the Riverhead Fire House)  
Hulse Landing Road (in front of Wading River Fire House)  
Mill Road and Glenwood Mobile Park  
Mill Road and Home Depot  
Middle Road and Foxwood Mobile Home Park  
Middle Road and Osborn Avenue  
Middle Road and Ostrander Avenue  
Middle Road and Roanoke Avenue  
Northville Turnpike and Doctors Path  
Osborn Avenue and Court Street  
Pulaski Street and Griffing Path Avenue  
Pulaski Street and Raynor Avenue  
Pulaski Street and Roanoke Avenue  
Roanoke Avenue and Riverhead Fire House  
Roanoke Avenue and Peconic Bay Medical Center (pedestrian crossing)  
Roanoke Avenue and Railroad Avenue  
Route 58 and Commerce Drive  
Route 58 and County Seat Plaza  
Route 58 and Doctors Path  
Route 58 and Harrison Avenue  
Route 58 and Riverhead Center (Home Depot)  
Route 58 and K-Mart  
Route 58 and Kroemer Avenue  
Route 58 and Northville Turnpike  
Route 58 and Osborn Avenue  
Route 58 and Ostrander Avenue  
Route 58 and Riverhead Plaza

Route 58 and Tanger Mall Drive  
Route 58 and Target  
Route 105 and Riverside Drive  
Second Street and Roanoke Avenue  
Sound Avenue and Edwards Avenue  
Sound Avenue and Roanoke Avenue  
Wading River Manor Road (school crossing)

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

Dated: Riverhead, New York  
November 18, 2008

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

**DIANE M. WILHELM**  
Deputy Town Clerk

11/18/08

Adopted

TOWN OF RIVERHEAD

Resolution # 1005

**ADOPTS A LOCAL LAW AMENDING CHAPTER 44 ENTITLED  
"AGRICULTURAL LANDS PRESERVATION" OF THE RIVERHEAD TOWN CODE**

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

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 44 entitled "Agricultural Lands Preservation" §44-6 entitled "Administration by Farmland Preservation Committee", of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 5<sup>th</sup> day of November, 2008 at 2:10 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that a local law amending Chapter 44 "Agricultural Lands Preservation" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Riverhead Planning Department; Farmland Preservation Committee, Office of the Town Attorney and the Town Clerk.

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

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE** that the Town Board of the Town of Riverhead adopted a local law amending Chapter 44 "Agricultural Lands Preservation" §44-6 entitled "Administration by Farmland Preservation Committee" of the Riverhead Town Code at its regular meeting held on November 18, 2008. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 44  
AGRICULTURAL LANDS PRESERVATION**

**§44-6. Administration by Farmland Preservation Committee.**

- A. The Farmland Preservation Committee shall be composed of seven members appointed by the Town Board for staggered two-year terms as follows:
- (1) Four residents members of the agricultural community of the town who are actively engaged in the ownership and operation of a farm located on the agricultural lands within the Town of Riverhead, as appointed by the Town Board.

- \* Underline represents addition(s)  
\*Strikethrough represents deletion(s)

Dated: Riverhead, New York  
November 18, 2008

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

11/18/08

Adopted

TOWN OF RIVERHEAD

Resolution # 1006

**ADOPTS A LOCAL LAW AMENDING CHAPTER 18 ENTITLED  
"CODE OF ETHICS" OF THE RIVERHEAD TOWN CODE**

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

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 18 entitled "Code of Ethics" §18-10 entitled "Annual financial disclosure and conflict statement" and §18-16 entitled "Designation of Town officers and employees required to file annual financial disclosure and conflict statements" of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 5<sup>th</sup> day of November, 2008 at 2:05 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

**NOW THEREFORE BE IT RESOLVED**, that a local law amending Chapter 18 "Code of Ethics" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the members of the Riverhead Town Board, Chairperson of the Ethics Board, Director of Personnel, Office of the Town Attorney and 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

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE** that the Town Board of the Town of Riverhead adopted a local law amending Chapter 18 "Code of Ethics" §18-10 and §18-16 of the Riverhead Town Code at its regular meeting held on November 18, 2008. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 18  
CODE OF ETHICS**

**§18-10. Annual financial disclosure and conflict statement.**

B. Time and place for filing.

- (1) Annual financial disclosure and conflict statements shall be filed with the Town Clerk on or before ~~July~~ March 15 of each year;
- (2) Newly elected officials ~~Town agency appointees and applicable Town officers and employees~~ shall file their first annual financial disclosure and conflict statement with the Town Clerk within 30 days after taking the oath of office and on or before each subsequent ~~July~~ March 15 thereafter.

**§18-16. Designation of Town officers and employees required to file annual financial disclosure and conflict statements**

Within 90 days after the effective date of this chapter, and during the month of ~~June~~ January each year thereafter, the Supervisor shall:

- B. Notify all such officers and employees of their obligation to file an annual financial disclosure and conflict statement on the current year's form.
- C. Notify all new officers and employees, subject to §18-10, within 10 days of appointment of their obligation to file an annual financial disclosure and conflict statement on the current year's form within 30 days and on or before ~~July~~ March 15 of each year thereafter.

\* Underline represents addition(s)

\*Strikethrough represents deletion(s)

Dated: Riverhead, New York  
November 18, 2008

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

TB 11/18/2008

TOWN OF RIVERHEAD

Adopted

Resolution # 1007

AWARDS BID ON TRAFFIC SIGNS & RELATED ITEMS

COUNCILMAN DUNLEAVY

\_\_\_\_\_ offered the following resolution which was  
seconded by \_\_\_\_\_ COUNCILMAN BUCKLEY.

WHEREAS, the Town Clerk was authorized to advertise for sealed bids on "TRAFFIC SIGNS & RELATED ITEMS" for the use of the Riverhead Highway Department, and

WHEREAS, all bids were received and read aloud on the 6<sup>TH</sup> of October at 11:00 A.M. at the Town Hall, 200 Howell Avenue, Riverhead, New York the date, time and place given in the Notice to Bidders, and

WHEREAS, two bids were received,

NOW, THEREFORE, BE IT

RESOLVED, that the bid for the Traffic Signs and Related Items be and is hereby awarded to Custom Products Corp., PO Box 54091, Jackson, MS 39288, and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Custom Products Corp. and the Riverhead Highway Department.

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

Highway Department

11/18/08

TOWN OF RIVERHEAD

Adopted

Resolution # 1008

RATIFIES APPROVAL AND AUTHORITY TO ENTER INTO AGREEMENT WITH THE GALAMERY COMPANY, INC.

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

WHEREAS, the Town is in need of the analyses of the activities of the Town of Riverhead's Capital Projects and related Debt Service Funds on a project level basis; and

WHEREAS, the Galamery Company, Inc. has certain expertise in this area,

NOW, THEREFORE BE IT RESOLVED that the Supervisor's execution of the attached Agreement with the Galamery Company, Inc. for the purpose of analyzing the Town's Capital Projects and related Debt Service Funds on a project level basis, be and hereby is ratified, and be it further

RESOLVED that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Galamery Company, Inc., Post Office Box 830, Hicksville, New York 11802-0830, and be it further

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

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



## The Galamery Company, Inc.

PO Box 830, Hicksville, New York 11802-0830  
(516) 364-3800 facsimile (516) 364-0083

---

October 29, 2008

Mr. William Rothaar  
Financial Administrator  
Town of Riverhead  
552 East Main Street  
Riverhead, NY 11901

Dear Mr. Rothaar:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. We will analyze the activities of the Capital Projects and related Debt Service Funds on a project level basis from the records provided by management. Each project analysis will be documented and include journal entries, if necessary, to be recorded to accurately reflect the funding and expenditures authorized and spent and the current balances of each project. The goal is to properly close all completed projects (including proposing transferring funds) and provide a comprehensive summary of open capital projects, as of the beginning of the year, with activity for the year that will be reconciled to the general ledger of the Town of Riverhead (the "Town") as of December 31, 2007, and for the year then ended. It is anticipated that this information will be utilized to support additions to the Capital Assets – Construction in Progress account.

This engagement letter embodies the entire agreement regarding the services to be rendered by The Galamery Company, Inc. (the "Firm") to the Town.

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### **Planned Timing of the Engagement**

We expect to commence our work immediately after receiving Town Board approval. We will provide weekly status updates indicating the number of projects completed, the steps necessary to finish and the individuals/departments assigned to the remaining tasks.

## **Management's Responsibilities and Representations**

Management is responsible for:

- Making all financial records and related information available to the Firm and assuring the accuracy and completeness of this information;
- Designating a qualified management-level individual to be responsible and accountable for overseeing the accounting services;
- Reviewing all proposed journal entries and understanding the nature of those entries and the impact they have on the financial statements;
- Ensuring the Town complies with the laws and regulations applicable to its activities.

Because of the importance of management's representations, the Town hereby releases and will indemnify, defend and hold harmless the Firm and its personnel from any claims, liabilities, costs and expenses from intentional misrepresentations by management.

By signing this engagement letter we have assumed that you are the person responsible for these matters of the Town. If this is not a correct assumption, please furnish us with the name of the individual with whom this work should be coordinated.

## **Rates and Payment Terms**

The above services will be performed on an hourly basis. Travel time will not be billed on this engagement.

Accounting services – Hourly Rate

Michele Calen Yen      \$140

This rate is based upon the complexity of the work to be performed, timing of the engagement and experience level of the personnel required to complete the required services. Timely completion of this engagement is dependent on the availability, quality and completeness of your records and, where applicable, upon Town personnel providing the level of assistance identified during our planning work. Should our assumptions with respect to these matters be incorrect or should the condition of the records, degree of cooperation, or other matters beyond the Firm's reasonable control require additional time an adjustment of the planned completion dates may become necessary. In addition, fees for any research and/or consultation on other issues, will be billed separately from the accounting services referred to above and will be the subject of other written agreements. Our billing rates do not include out-of-pocket expenses, which will only be charged with prior authorization, based on actual costs.

A final billing will be submitted upon completion of the services. Billings are payable upon receipt.

Mr. William Rothaar  
October 29, 2008  
Page 3

Except to the extent finally determined to have resulted from the Firm's fraudulent behavior or willful misconduct, the Firm's maximum liability to the Town for any reason, including the Firm's negligence related to the services under this letter, shall be limited to the fees paid to the Firm for the services or work product giving rise to the liability or the actual damages of the Town, whichever is less.

### **Use of the Analysis**

This analysis is intended solely for the information and use of the Town, and is not intended to be and should not be used by anyone other than the parties specified by the Town.

### **Workpapers Requested**

In the event that we are requested or authorized by the Town or are required by government regulation, subpoena, or other legal process to produce documents or personnel as witnesses with respect to our engagements for the Town, the Town will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as for the fees and expenses of our counsel incurred in responding to such requests.

### **Records and Retention Policy**

At the conclusion of this agreement, we will return all original records supplied by the Town. The Town records are the primary records for your operations and comprise the backup and support for your financial statements. Our records and files are our property and are not a substitute for your own records. Our firm destroys our current client files and all pertinent work papers after a retention period of seven (7) years, after which time, these items will no longer be available. Catastrophic events or physical deterioration could result in our firm's records being unavailable.

### **Disputes**

We agree that any dispute other than those arising from fee and payment terms, including those that arise regarding the meaning, performance, or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation upon the written request of either party. The results of this mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation proceeding shall be shared equally by both parties.

### **Use of e-mail**

This letter shall serve as the Town's authorization for the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between our organizations. The Town acknowledges that e-mail travels over the public Internet, which is not a secure means of communication and thus, confidentiality of the transmitted information could be compromised through no fault of the Firm. The Firm will employ

Mr. William Rothaar  
October 29, 2008  
Page 4

commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of transmitted information. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, the Firm specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, the Town agrees that the Firm shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential information.

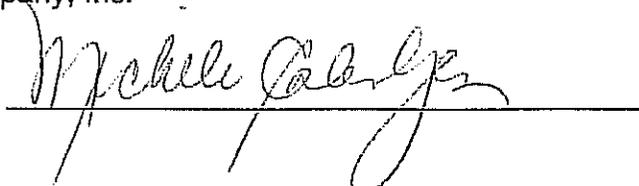
### Entire Agreement

This engagement letter reflects the entire agreement between the Town and the Firm relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The understanding of the Town and the Firm contained in this engagement letter shall survive the completion or termination of this engagement letter.

We appreciate the opportunity to be of service to you. If you have any questions, please let us know. Please sign the enclosed copy of this letter and return it to us.

Sincerely yours,  
The Galamery Company, Inc.

Officer's signature:

A handwritten signature in cursive script, appearing to read "Michelle G. Gandy", is written over a solid horizontal line.

Title: President

Date: 10/29/08

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Enclosure

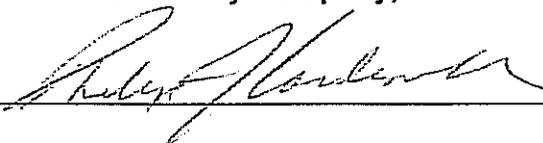
RESPONSE:

This letter correctly sets forth the understanding of

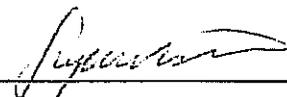
**Town of Riverhead**

**and The Galamery Company, Inc.**

Officer's signature:

  
\_\_\_\_\_

Title:

  
\_\_\_\_\_

Date:

  
\_\_\_\_\_

November 18, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 1009

**Authorizes Publication of Notice to Amend CDBG Program**

COUNCILMAN WOOTEN

offered the following resolution,

which was seconded by

COUNCILWOMAN BLASS

**WHEREAS**, the Town of Riverhead desires to amend its FY 2008 Community Development Block Grant ("CDBG") Program; and

**WHEREAS**, such an amendment requires notification of the public prior to submission of the amendment for transfer of funds and budget modification to provide for public comment.

**THEREFORE, BE IT RESOLVED**, that the Town Clerk is hereby authorized to publish the attached notice in the News Review on Thursday, November 20, 2008, and

**BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a copy of this resolution to Joseph Sanseverino, Director, Suffolk County Community Development and notification of this resolution to the Community Development Department and the Accounting Department.

**THE VOTE**

Blass  Yes  No

Wooten  Yes  No

Dunleavy  Yes  No

Buckley  Yes  No

Cardinale  Yes  No

**THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED.**

**PUBLIC NOTICE  
AMENDMENT TO TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

The Town of Riverhead is proposing the following changes to its Community Development Block Grant Program:

<u>Year 2008</u>	<u>Current</u>	<u>Proposed Change</u>	<u>Amended Budget</u>
Home Improvement Program	\$121,850.00	(-\$50,000.00)	\$71,850.00

<u>Year 2008</u>	<u>Current</u>	<u>Proposed Change</u>	<u>Amended Budget</u>
Senior Center Renovations	\$0.00	+\$50,000.00	\$50,000.00

Interested citizens may submit comments on or before Friday, December 19<sup>th</sup>, 2008 to:

Town of Riverhead  
Community Development Office  
200 Howell Avenue  
Riverhead, NY 11901

The Town Board will consider a Resolution authorizing the proposed change at the December 30, 2008 Board Meeting to be held at 2:00 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, NY 11901.

Dated: November 20, 2008

BY ORDER OF THE TOWN BOARD  
TOWN OF RIVERHEAD, NEW YORK

DIANE WILHELM, TOWN CLERK

11/18/08

Adopted

TOWN OF RIVERHEAD

Resolution # 1010

**RATIFIES SUPERVISOR'S EXECUTION OF PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

COUNCILWOMAN BLASS

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

COUNCILMAN DUNLEAVY

\_\_\_\_\_ :

**NOW THEREFORE BE IT RESOLVED**, that the Supervisor's execution of the attached professional engineering services agreement is hereby ratified; and be it further

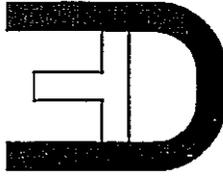
**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the e-cabinet and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

WOOTEN  YES \_\_\_ NO    BUCKLEY  YES \_\_\_ NO

DUNLEAVY  YES \_\_\_ NO    BLASS  YES \_\_\_ NO

CARDINALE  YES \_\_\_ NO

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



**Dunn Engineering Associates, P.C.**

Consulting Engineers

66 Main Street

Westhampton Beach, N.Y. 11978

631-288-2480

631-288-2544 Fax

September 21, 2004

PO  
04-2292.  
10-6-04 Requested  
CO to Add 12,000

Mr. Ken Testa, P.E.  
Town Engineer  
Town of Riverhead  
Town Hall  
200 Howell Avenue  
Riverhead, NY 11901-2596

Re: North and South Concrete Spillways at Grangebel Park  
Riverhead, New York

Dear Mr. Testa:

In accordance with your request, I have prepared a proposal for professional engineering services in connection with a major rehabilitation of the concrete spillways at the above referenced location. We have updated this proposal to be consistent with the requirements recently developed during your inspection and meeting with DEC officials and have included the additional survey work required.

Our proposal consists of two parts: Part I, Preliminary Design and Permit Applications – North and South Dam, Part II, Design and Documents – North and South Dam.

**Part I, Preliminary Design and Permit Applications – North Dam and South Dam**

Under Part I, Dunn Engineering Associates will provide the following services: perform preliminary engineering and establish conceptual plans for the major rehabilitation of the above referenced structures. The rehabilitation of the South Dam will include the incorporation of a step pool system. The plan for a temporary bypass system at the North Dam will be developed and will be incorporated into the various environmental permit applications.

In addition to the required Army Corps of Engineers permit and New York State Department of Environmental Conservation Freshwater Wetlands Permit, a Dam Safety Permit will also have to be obtained from the New York State Department of Environmental Conservation. This permit will require the evaluation of the contributing water shed area and we will make use of the Coast and Geodetic hydraulic gages along the river for our assessment of maximum flood flows possible at these structure locations.

The lump sum cost to provide these services under Part I, will be \$29,000.00, excluding out-of-pocket expenses.



November 18, 2008

Adopted

**TOWN OF RIVERHEAD**

**AUTHORIZES RELEASE OF DEVELOPER MONEY**  
**SUNKEN POND ESTES SECTION 1**

**RESOLUTION # 1011**

COUNCILMAN DUNLEAVY

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

**WHEREAS**, Sunken Pond Estates deposited monies for expansion of the Riverhead Water District, Capital Project 60101, with the Town of Riverhead on December 31, 1999 (9-36522), March 2, 2000 (A-6204) & April 16, 2001 (B-10627) totaling One Hundred Fifteen Thousand Two Hundred Dollars (\$115,200.00).

**WHEREAS**, Holzmacher, McLendon & Murrell, P.C. (H2M) and the Riverhead Water District has determined that all work for this extension has been completed and the developer is due back a refund of One Thousand Four Hundred Fifty Six Dollars and Forty Nine Cents (\$1,456.49)

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Accounting Department to release said monies in the sum of One Thousand Four Hundred Fifty Six Dollars and Forty Nine Cents (\$1,456.49) to Sunken Pond Estates, and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Sunken Pond Estates, PO Box 1442, Riverhead, NY 11901; H2M Group, 575 Broad Hollow Road, Melville, NY 11747; Riverhead Water District and the Accounting Department.

**THE VOTE**

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

November 18, 2008

# Tabled

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
DEEP HOLE ROAD

RESOLUTION # 1012

COUNCILMAN BUCKLEY

\_\_\_\_\_ offered the following resolution,

which was seconded by COUNCILMAN WOOTEN\_\_\_\_\_.

**WHEREAS**, Zoumas Contracting and Gendot Homes, deposited monies for expansion of the Riverhead Water District, Capital Project 30062, with the Town of Riverhead on June 27, 2000 (A-17916), August 24, 2001 (B-23606), and November 29, 2001 (B-33305) totaling Two Hundred Six Thousand Five Hundred Dollars (\$206,500.00)

**WHEREAS**, Holzmacher, McLendon & Murrell, P.C. (H2M) and the Riverhead Water District has determined that all work for this extension has been completed and the developers are due back a refund of Sixteen Thousand Five Hundred Forty Six Dollars and Forty Nine Cents (\$16,546.49)

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Accounting Department to release said monies in the sum of Sixteen Thousand Five Hundred Forty Six Dollars and Forty Nine Cents (\$16,546.49) to Zoumas Contracting (\$1,836.66) and Gendot Homes (\$14,709.83); and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Zoumas Contracting PO Box 361, Wading River, NY 11792; Gendot Homes PO Box 534, Wading River, NY 11792; H2M Group, 575 Broad Hollow Road, Melville, NY 11747; Riverhead Water District and the Accounting Department.

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

November 18, 2008

Adopted

**TOWN OF RIVERHEAD**

**AUTHORIZES RELEASE OF DEVELOPER MONEY**  
**HUBBARD ESTATES**

**RESOLUTION #** 1013

COUNCILMAN WOOTEN

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS.

**WHEREAS**, Zoumas Contracting, deposited monies for expansion of the Riverhead Water District, Capital Project 60054, with the Town of Riverhead on June 14, 2000 (A-16607) totaling Forty Five Thousand Five Hundred Dollars (\$45,500.00)

**WHEREAS**, Holzmacher, McLendon & Murrell, P.C. (H2M) and the Riverhead Water District has determined that all work for this extension has been completed and the developers is due back a refund of Fourteen Thousand Seven Hundred Twenty Three Dollars and Sixty Seven Cents (\$14,723.67)

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Accounting Department to release said monies in the sum of Fourteen Thousand Seven Hundred Twenty Three Dollars and Sixty Seven Cents (\$14,723.67) to Zoumas Contracting; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Zoumas Contracting PO Box 361, Wading River, NY 11792; H2M Group, 575 Broad Hollow Road, Melville, NY 11747; Riverhead Water District and the Accounting Department.

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

November 18, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
THE MEADOWS @ AQUEBOGUE

RESOLUTION # 1014

COUNCILWOMAN BLASS

\_\_\_\_\_ offered the following resolution,

which was seconded by \_\_\_\_\_ COUNCILMAN DUNLEAVY \_\_\_\_\_.

**WHEREAS**, Zoumas Contracting, deposited monies for expansion of the Riverhead Water District, Capital Project 60063, with the Town of Riverhead on November 22, 2000 (A-32712) & April 3, 2001 (B-9319) totaling One Hundred Forty Six Thousand Five Hundred Dollars (\$146,500.00)

**WHEREAS**, Holzmacher, McLendon & Murrell, P.C. (H2M) and the Riverhead Water District has determined that all work for this extension has been completed and the developers is due back a refund of Twenty Six Thousand Five Hundred Sixty Nine Dollars and Three Cents (\$26,569.03)

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Accounting Department to release said monies in the sum of Twenty Six Thousand Five Hundred Sixty Nine Dollars and Three Cents (\$26,569.03) to Zoumas Contracting; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Zoumas Contracting PO Box 361, Wading River, NY 11792; H2M Group, 575 Broad Hollow Road, Melville, NY 11747; Riverhead Water District and the Accounting Department.

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

November 18, 2008

Adopted

**TOWN OF RIVERHEAD**

**AUTHORIZES RELEASE OF DEVELOPER MONEY**  
**STOLL ASSOCIATES, HERRICKS LANE**

**RESOLUTION # 1015**

COUNCILMAN DUNLEAVY

\_\_\_\_\_ offered the following resolution,

COUNCILMAN BUCKLEY

which was seconded by \_\_\_\_\_.

**WHEREAS**, Zoumas Contracting, deposited monies for expansion of the Riverhead Water District, Capital Project 60055, with the Town of Riverhead on March 20, 2000 (A-8001) totaling Fifty Six Thousand Seven Hundred Dollars (\$56,700.00)

**WHEREAS**, Holzmacher, McLendon & Murrell, P.C. (H2M) and the Riverhead Water District has determined that all work for this extension has been completed and the developers is due back a refund of Nine Thousand Seven Hundred Twenty Dollars and Thirty Six Cents (\$9,720.36)

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Accounting Department to release said monies in the sum of Nine Thousand Seven Hundred Twenty Dollars and Thirty Six Cents (\$9,720.36) to Zoumas Contracting; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Zoumas Contracting PO Box 361, Wading River, NY 11792; H2M Group, 575 Broad Hollow Road, Melville, NY 11747; Riverhead Water District and the Accounting Department.

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

November 18, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
MID ROAD PROPERTIES, SECTION 1

RESOLUTION # 1016

COUNCILMAN BUCKLEY

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

**WHEREAS**, Windcrest Riverhead, LLC, deposited monies for expansion of the Riverhead Water District, Capital Project 30067, with the Town of Riverhead on August 20, 2002 (C-23205) totaling Two Hundred Sixty Two Thousand Dollars (\$262,000.00)

**WHEREAS**, Holzmacher, McLendon & Murrell, P.C. (H2M) and the Riverhead Water District has determined that all work for this extension has been completed and the developer is due back a refund of Forty One Thousand Seven Hundred Eighty Six Dollars and Fifteen Cents (\$41,786.15)

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Accounting Department to release said monies in the sum of Forty One Thousand Seven Hundred Eighty Six Dollars and Fifteen Cents (\$41,786.15) to Windcrest Riverhead, LLC; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Windcrest Riverhead, LLC, PO Box 5750, Bay Shore, NY 11706; H2M Group, 575 Broad Hollow Road, Melville, NY 11747; Riverhead Water District and the Accounting Department.

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

November 18, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
MID ROAD PROPERTIES, SECTION 2

RESOLUTION # 1017

COUNCILMAN WOOTEN

\_\_\_\_\_ offered the following resolution,  
which was seconded by \_\_\_\_\_ COUNCILWOMAN BLASS

**WHEREAS**, Windcrest Riverhead, LLC, deposited monies for expansion of the Riverhead Water District, Capital Project 30068, with the Town of Riverhead on April 24, 2003 (D-11404) totaling One Hundred Sixty Thousand Dollars (\$160,000.00)

**WHEREAS**, Holzmacher, McLendon & Murrell, P.C. (H2M) and the Riverhead Water District has determined that all work for this extension has been completed and the developer is due back a refund of Eight Thousand Seven Hundred Forty Three Dollars and Twenty Four Cents (\$8,743.24)

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Accounting Department to release said monies in the sum of Eight Thousand Seven Hundred Forty Three Dollars and Twenty Four Cents (\$8,743.24) to Windcrest Riverhead, LLC; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Windcrest Riverhead, LLC, PO Box 5750, Bay Shore, NY 11706; H2M Group, 575 Broad Hollow Road, Melville, NY 11747; Riverhead Water District and the Accounting Department.

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

November 18, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
BIRCHWOOD @ WADING RIVER SECTION 3 & 4

RESOLUTION # 1018

COUNCILWOMAN BLASS

\_\_\_\_\_ offered the following resolution,

which was seconded by \_\_\_\_\_ COUNCILMAN DUNLEAVY

**WHEREAS**, Peter Danowski, attorney for Birchwood at Wading River 3 & 4, deposited monies for expansion of the Riverhead Water District, Capital Project 30162, with the Town of Riverhead on January 21, 2004 (E-2105) totaling Two Hundred Six Thousand Five Hundred Dollars (\$206,500.00)

**WHEREAS**, Holzmacher, McLendon & Murrell, P.C. (H2M) and the Riverhead Water District has determined that all work for this extension has been completed and the developer is due back a refund of Twenty One Thousand Eight Hundred Four Dollars and Forty Five Cents (\$21,804.45)

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Accounting Department to release said monies in the sum of Twenty One Thousand Eight Hundred and Four Dollars and Forty Five Cents (\$21,804.45) Peter Danowski, attorney for Birchwood at Wading River section 3 & 4; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Peter Danowski, 616 Roanoke Ave, Riverhead, NY 11901; H2M Group, 575 Broad Hollow Road, Melville, NY 11747; Riverhead Water District and the Accounting Department.

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

11/18/08

Adopted

TOWN OF RIVERHEAD

Resolution # 1019

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT OF CHAPTER 101 ENTITLED, "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE**  
**(\$101-3. Stop and yield intersections; railroad crossings; parking fields.)**

COUNCILMAN DUNLEAVY

\_\_\_\_\_ offered the following resolution,

COUNCILMAN BUCKLEY

which was seconded by \_\_\_\_\_:

**RESOLVED**, that the Town Clerk is hereby authorized to publish and post the attached public notice to consider a proposed local law to amend Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the November 27, 2008 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

**RESOLVED**, that the Town Clerk shall provide a copy of this resolution to the Highway Department; the Riverhead Police Department, the Traffic Safety Committee 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 on the 16<sup>th</sup> day of December, 2008 at 7:10 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101  
Vehicles and Traffic  
Article III  
**Traffic Regulations**

**§ 101-3. Stop and yield intersections; railroad crossings; parking fields.**

A. Stop intersections. The following intersections are designated as stop intersections, and stop signs shall be erected at such intersections as follows:

<b>Intersection</b>	<b>Stop Sign On</b>	<b>Entrance From</b>
<u>Hill Street</u>	<u>Sound Road</u>	North and south
<u>Oliver Street</u>	<u>Sound Road</u>	North and south
<u>Point Street Pond View Boulevard</u>	<u>3<sup>rd</sup> Street Sound Road</u>	East and west North and South
<u>Point Street</u>	<u>3<sup>rd</sup> Street</u>	<u>East and west</u>
<u>Pond View Boulevard</u>	<u>Sound Road</u>	North and South
<u>Sunset Boulevard</u>	<u>Sound Road</u>	North and south

- Overstrike represents deletion(s)

Dated: Riverhead, New York  
November 18, 2008

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

DIANE M. WILHELM, Town Clerk

Adopted

**AWARDS BID  
INSTALL WATER MAINS & APPURTENANCES  
BAITING HOLLOW CLUB SUBDIVISION  
RIVERHEAD WATER DISTRICT**

Resolution # 1020  
Adopted \_\_\_\_\_

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

WHEREAS, this Town Board did authorize the advertisement for bids for the installation of water mains and appurtenances at the Baiting Hollow Club Subdivision, and

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

WHEREAS, H2M Group, consulting engineers to the Riverhead Water District, by attached letter dated November 11, 2008 did recommend that the bid be awarded to Alessio Pipe & Construction Co. at the revised total bid price of \$182,325.00.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the installation of water mains and appurtenances at the Baiting Hollow Club Subdivision for the Riverhead Water District, be and is hereby awarded to:

Alessio Pipe & Construction Co.  
Huntington Station, New York  
In the revised bid amount of \$182,325.00

and be it further

RESOLVED, that the Town Clerk forward copies of this resolution to the above named contractor, Frank A. Isler, Esq., H2M, Riverhead Water District and the Accounting Department, and be it further

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

RESOLVED, that the Town Supervisor be and is hereby authorized to execute a contract with Alessio Pipe & Construction Co. for this project when the developer has deposited the required funds, 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

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



Engineers | Architects | Scientists | Planners | Surveyors

575 Broad Hollow Road  
Melville, New York 11747  
v 631.756.8000 f 631.694.4122  
www.h2m.com

Holzmaacher, McLendon & Murrell, P.C. | H2M Associates, Inc.  
H2M Labs, Inc. | H2M Architects & Engineers, Inc.

November 11, 2008

Supervisor Philip Cardinale  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

**Re: Riverhead Water District  
Install Water Mains & Appurtenances - Baiting Hollow Club Subdivision  
H2M Project No.: RDWD 07-52, Riverhead Town No. 60181**

Dear Supervisor Cardinale:

On November 10, 2008, the Town of Riverhead received bids for the installation of water mains and appurtenances at the above referenced project. The low bid was received from Alessio Pipe & Construction Co. in the amount of \$194,350.00. Attached, please find a bid tabulation sheet for all of the bids received by the Town.

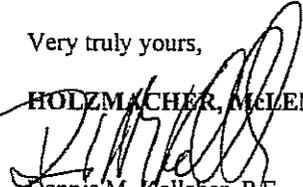
The low bid submitted exceeded the estimated construction cost previously approved by the Town. After discussions with the Water District superintendent and assistant superintendent, we have determined that certain items can be reduced in quantity from the contract without sacrificing the integrity of the water main design. This would include the elimination of approximately 150 feet of water main, one cut-in and one valve. Upon review of the itemized proposal submitted, by eliminating these items from the contract the revised base bid has a new total value of \$182,325.00. With this revised construction cost value, the approved total project cost will not be exceeded.

Based on this, we recommend that the Town Board award the water main installation project to Alessio Pipe & Construction Co. at a revised total bid price of \$182,325.00 as shown on the enclosed revised bid tabulation. Alessio Pipe & Construction Co. has successfully completed similar projects for various water utilities over the past few years, including several for the Riverhead Water District. It is our opinion that Alessio Pipe & Construction Co. is qualified and his bid prices are fair and reasonable. This award shall be contingent on the developer depositing the balance of funds with the Town.

By copy of this letter, the developer is instructed to deposit a certified check in the amount \$224,000.00 (\$243,500 minus \$19,500 already deposited) with the Town in order that the water main installation may proceed. It should be noted that the entire cost of the project is to be borne by the developer. Should you have any questions regarding this recommendation, please feel free to contact our office.

Very truly yours,

**HOLZMAACHER, MCLENDON & MURRELL, P.C.**

  
Dennis M. Kelleher, P.E.  
Sr. Vice President

DMK/jrc

Enclosure

cc: Supt. Gary Pendzick  
William J. Rothaar, Financial Administrator

Richard Ehlers, Esq.  
Baiting Hollow Club

X:\RDWD (Riverhead Water District) - 10810\RDWD0752 - Baiting Hollow Club\Correspondence\Recommendation.doc



CELEBRATING 75 YEARS



CLIENT NAME: RIVERHEAD WATER DISTRICT

PROJECT TITLE: FURNISHING & INSTALLATION OF WATER MAINS & APPURTENANCES

PROJECT NO.: RDWD 07-52; Baiting Hollow Club Subdivision

BID DATE: MONDAY, NOVEMBER 10, 2008 - 11:00 A.M.

5% BB or CC

ITEM NO.	DESCRIPTION	QTY.	UNITS	BIDDER			BIDDER		
				UNIT PRICE	TOTAL PRICE	CC	UNIT PRICE	TOTAL PRICE	BB
1A	Furnish & Install 6" Cement-Lined PUSH-ON JOINT Ductile-Iron Water Main.	800	LF	\$24.00	\$19,200.00	CC	\$24.00	\$19,200.00	BB
1B	Furnish & Install 8" Cement-Lined PUSH-ON JOINT Ductile-Iron Water Main.	2,400	LF	27.00	64,800.00	CC	32.00	76,800.00	BB
2	Furnish & Install Mechanical-Joint C.L.D.I. Special Castings.	4,000	LBS.	1.00	4,000.00	CC	1.00	4,000.00	BB
3A	Furnish & Install 6" Mechanical-Joint Gate Valves & Boxes.	6	UNITS	1,150.00	6,900.00	CC	1,000.00	6,000.00	BB
3B	Furnish & Install 8" Mechanical-Joint Gate Valves & Boxes.	6	UNITS	1,400.00	8,400.00	CC	1,100.00	6,600.00	BB
3D	Furnish & Install 12" Mechanical-Joint Gate Valves & Boxes.	3	UNITS	2,200.00	6,600.00	CC	2,600.00	7,800.00	BB
4A	Furnish & Install Hydrant (Mechanical Joint Inlet).	5	UNITS	3,000.00	15,000.00	CC	2,900.00	14,500.00	BB
5	Chlorination of Mains.	3,200	LF	0.50	1,600.00	CC	0.25	800.00	BB
8D	Cut Into Exist. 12" Water Main	3	UNITS	4,000.00	12,000.00	CC	12,000.00	36,000.00	BB
9	Trench compaction.	3,200	LF	1.00	3,200.00	CC	1.00	3,200.00	BB
10	Reparing Town of Riverhead Roadways	20	SY	20.00	400.00	CC	20.00	400.00	BB
28A	Moving Fee (Ramobilization)	1	LS	1,500.00	1,500.00	CC	1,500.00	1,500.00	BB
30A	Furnish & Install 1" Water Services	29	UNITS	1,750.00	50,750.00	CC	1,200.00	34,800.00	BB
TOTAL BID (SUM OF ALL ITEMS):					\$194,350.00			\$211,600.00	
PROPOSED DUCTILE IRON PIPE MANUFACTURER:				US PIPE			GRIFFIN		
PROPOSED GATE VALVE MANUFACTURER:				CLOW/MUELLER			CLOW/MUELLER		
PROPOSED HYDRANT MANUFACTURER:				CLOW/MUELLER			CLOW		

REVISED BID TABULATION - ITEM REDUCTION

CLIENT NAME: RIVERHEAD WATER DISTRICT  
 PROJECT TITLE: FURNISHING & INSTALLATION OF WATER MAINS & APPURTENANCES  
 PROJECT NO.: RDWD 07-52; Baiting Hollow Club Subdivision  
 BID DATE: MONDAY, NOVEMBER 10, 2008 - 11:00 A.M.

5% BB or CC

ITEM NO.	DESCRIPTION	QTY.	UNITS	BIDDER			BIDDER		
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1A	Furnish & Install 6" Cement-Lined PUSH-ON JOINT Ductile-Iron Water Main.	750	LF	\$24.00	\$18,000.00	\$24.00	\$18,000.00	\$31.00	\$23,250.00
1B	Furnish & Install 8" Cement-Lined PUSH-ON JOINT Ductile-Iron Water Main.	2,300	LF	27.00	62,100.00	32.00	73,600.00	38.00	87,400.00
2	Furnish & Install Mechanical-Joint C.L.D.I. Special Castings.	3,000	LBS.	1.00	3,000.00	1.00	3,000.00	3.00	9,000.00
3A	Furnish & Install 6" Mechanical-Joint Gate Valves & Boxes.	6	UNITS	1,150.00	6,900.00	1,000.00	6,000.00	1,355.00	8,130.00
3B	Furnish & Install 8" Mechanical-Joint Gate Valves & Boxes.	5	UNITS	1,400.00	7,000.00	1,100.00	5,500.00	1,660.00	8,300.00
3D	Furnish & Install 12" Mechanical-Joint Gate Valves & Boxes.	3	UNITS	2,200.00	6,600.00	2,600.00	7,800.00	1,795.00	5,385.00
4A	Furnish & Install Hydrant (Mechanical Joint Inlet).	5	UNITS	3,000.00	15,000.00	2,900.00	14,500.00	9,870.00	49,350.00
5	Chlorinator of Mains.	3,050	LF	0.50	1,525.00	0.25	762.50	0.50	1,525.00
8D	Cut Into Exist. 12" Water Main	2	UNITS	4,000.00	8,000.00	12,000.00	24,000.00	11,880.00	23,760.00
9	Trench compaction.	3,050	LF	1.00	3,050.00	1.00	3,050.00	1.10	3,355.00
10	Repaving Town of Riverhead Roadways	20	SY	20.00	400.00	20.00	400.00	240.00	4,800.00
26A	Moving Fee (Remobilization)	0	LS	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
30A	Furnish & Install 1" Water Services	29	UNITS	1,750.00	50,750.00	1,200.00	34,800.00	1,800.00	52,200.00
TOTAL BID (SUM OF ALL ITEMS):					\$182,325.00		\$191,412.50		\$276,455.00
PROPOSED DUCTILE IRON PIPE MANUFACTURER:				US PIPE			GRIFFIN		
PROPOSED GATE VALVE MANUFACTURER:				CLOW/MUELLER			CLOW/MUELLER		
PROPOSED HYDRANT MANUFACTURER:				CLOW/MUELLER			CLOW		

BIDDER  
 Alessio Pipe & Construction  
 Farmingdale, New York  
 CC

BIDDER  
 Merrick Utility Associates  
 Farmingdale, New York  
 BB

BIDDER  
 G & M Earth Moving  
 Holbrook, New York  
 CC

November 18, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 1021

AUTHORIZES H2M GROUP TO PROCEED WITH  
SCHEMATIC DESIGN SERVICES FOR THE OSBORNE AVENUE AMBULANCE  
FACILITY AND ADDITION AND ALTERATION TO MANOR LANE  
AMBULANCE SUBSTATION

COUNCILMAN WOOTEN offered the following resolution which was

seconded by COUNCILWOMAN BLASS.

WHEREAS, the Riverhead Volunteer Ambulance Corps was founded in 1978 with an initial group of 15 dedicated citizens whose mission is to serve the residents of Riverhead Town by providing the best pre-hospital emergency medical care; and

WHEREAS, the headquarters of the Riverhead Volunteer Ambulance Corps is located on Osborne Avenue in Riverhead with a small substation on Manor Lane in Jamesport; and

WHEREAS, the Town of Riverhead resident population has continued to grow and property continues to be developed thereby increasing the need for additional Ambulance Corps members and increases the need for additional space at both the Osborne Avenue headquarters and the Manor Lane substation; and

WHEREAS, the Riverhead Volunteer Ambulance Corps has solicited and received proposals to provide professional design services for a schematic design of the proposed headquarters building and for the addition and alteration to the substation; and

WHEREAS, H2M Group has submitted a proposal to provide the professional services needed to perform the requested design services; and

WHEREAS, this proposal has been reviewed, discussed and accepted by the Riverhead Volunteer Ambulance Corps, Engineering Department and members of the Riverhead Town Board.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead ~~be and does hereby accept the proposal submitted and does hereby authorize~~ H2M Group to proceed with the professional design services outlined in their proposal dated March 28, 2008 for the not to exceed amount of Eighteen Thousand Five Hundred Dollars & 00/100 (\$18,500.00) plus reimbursable expenses as listed in the proposal and ~~be and does hereby authorize the Town Supervisor to execute the attached proposal~~ agreement; and

**BE IT FURTHER RESOLVED**, that the Town Board be and does hereby authorize the Town Engineer to secure a Town of Riverhead Purchase Order in the amount of \$18,500.00 plus reimbursable expenses; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and does hereby authorize the Town Clerk to forward a copy of this resolution to Robert M. Scheiner, AIA, Sr. Vice President, H2M Group, 575 Broad Hollow Road, Melville, NY 11747, Bruce Talmage, Vice President, Riverhead Volunteer Ambulance Corp., Inc., P.O. Box 924, Riverhead, NY 11901, Kenneth Testa, P.E., Purchasing Department 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

Holzmacher, McLendon & Murrell, P.C. ▲ H2M Associates, Inc.  
H2M Labs, Inc. ▲ H2M Architects & Engineers, Inc.  
575 Broad Hollow Road, Melville, New York 11747  
631.756.8000, Fax: 631.694.4122  
www.h2m.com

March 28, 2008

Bruce Talmage, Vice President  
Riverhead Volunteer Ambulance Corp., Inc.  
PO Box 924  
Riverhead, NY 11901

**RE: Proposal for Professional Services for  
Schematic Design Services for Riverhead Volunteer Ambulance Corp.  
Proposed Headquarters Building and Addition and Alterations to the Substation  
on Manor Lane in Jamesport  
LP # 08-262**

Dear Mr. Talmage:

It was our pleasure to meet with yourself and representatives of the Riverhead Volunteer Ambulance Corp. (RVAC) on March 18, 2008 to discuss ideas for the above project. H2M is pleased to provide this proposal for professional architectural and engineering services to perform schematic design services for the Proposed Headquarters Building and for the addition and alteration to the Substation on Manor Lane in Jamesport.

Our proposal has been prepared based upon the preliminary scope of work established by the following:

- Meeting on March 18, 2008 with representatives of the RVAC
- Headquarters
  - Preliminary Scope of Work prepared by RVAC and dated March 18, 2008, for the headquarters facility
- Jamesport Facility
  - Add two (2) apparatus bays. One on the south side of the building (full depth) and one on the north side of the building
  - Add 32 feet to the back of the building (east side), full width. The addition shall house the following spaces:
    - bunkrooms (2) rooms with (2) double bunks
    - kitchenette
    - possible ready room
    - shower/locker area
    - bathrooms
  - The Police Department may add space to the building (beyond the 32 foot addition) for Police Boat storage
  - Provide access from north side driveway

Our proposal for professional services, which includes this letter proposal and the attached proposal statement, is prepared and is based on the preliminary scope of work that has been established for project.

Based on the aforementioned, H2M proposes to provide the following services:

## BASIC SERVICES

### Task 1 – Create Existing Floor Plans and Elevations

1. Field measure existing buildings and draft existing floor plans and existing building elevations.
2. Conduct and document site inspection of both sites to investigate the site and surrounding areas.

### Task 2 – Program Analysis Phase

1. Meet with representatives of the RVAC at first planning workshop to establish and define the project program, as it pertains to broad project scope items for headquarters and the Jamesport substation.
  - Obtain from the RVAC the desired program spaces, number of personnel, current and future apparatus, determine current and future needs and any other interior or exterior site project requirements.
  - Obtain preliminary list of specific project items to be included in schematic design.
2. Finalize the project program by preparation and distribution of a detailed questionnaire tailored to the current project and spaces discussed with the RVAC in order to refine the project program and to prepare a preliminary construction cost opinion.
  - Discuss questionnaire and obtain answers to questions from RVAC.

### Task 3 – Schematic Design Phase

1. The RVAC or the Town of Riverhead is to provide any documentation (i.e. existing building plans, as-built drawings, survey, underground tank removal certifications, asbestos surveys, boundary or topographic surveys, etc.) which they may have regarding the existing structures and site, which can be utilized for the preparation of the schematic design documents, for both sites.
2. Prepare schematic floor plan alternatives and a site plan for each building. H2M will conduct a workshop with the RVAC to review the schematic floor plans and site plans. It is assumed that after the workshop a preliminary concept will be selected for further development.
  - Floor plans will indicate proposed room names, square footages and overall building dimensions.
  - Site plans will indicate all buildings and site structures, site entry and egress, landscaping, curb cuts, parking and pedestrian flow as well as location of other site features requested by RVAC.
3. After a preliminary floor plan concept is approved at both sites, H2M will prepare exterior building elevation alternatives for each building. H2M will conduct a workshop with the RVAC to review the preliminary building elevations and to present the exterior building materials.
  - Building elevations will indicate proposed materials, floor to floor heights and overall building height.

## Task 4 – Construction Cost Opinion

1. Prepare itemized construction cost opinion, based upon the approved schematic design drawings and review cost opinion with the RVAC. Work with the RVAC to refine construction cost opinion and project scope to meet project budget constraints. The construction cost opinion shall be based on current industry pricing for Public Works type projects.
2. During the preparation of the construction cost opinion, H2M will consider value engineering practices to monitor and control costs.
3. A final summary of all costs will be prepared so that a total project cost opinion can be developed. The final project cost opinion will include total construction costs (hard costs), allowances and all soft costs which include professional fees, legal fees, permitting costs, reproduction costs and the costs of any reports or investigations (soil borings, topographic surveys, asbestos testing and analysis reports, etc.).

## Task 5 – Computer Rendering – Additional Services (Optional)

1. If desired by the RVAC, H2M can provide computer generated three-dimensional colored renderings for both sites, for the purpose of presentation to the members, the Town and the Public when requesting funding. The sites can be photographed and an appropriate view selected. The renderings of the building can then be placed in the actual site photograph.

### FEE SCHEDULE

We propose to provide the services described above in accordance with the following fee schedule:

#### BASIC SERVICES

- Task 1 – Create Existing Floor Plans and Elevations

Lump Sum = \$ 1,500

- Task 2 – Program Analysis Phase

Lump Sum = \$ 2,500

- Task 3 – Schematic Design Phase

Lump Sum = \$10,500

- Task 4 – Construction Cost Opinion

Lump Sum = \$ 5,000

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TOTAL LUMP SUM FEE FOR BASIC SERVICES \$18,500

## ADDITIONAL SERVICES

- Task 5 – Computer Rendering– Additional Services (Optional)

Lump Sum = \$2,500 for first view  
(additional views \$1,500)

- Reimbursable Expenses

Reimbursable expenses shall include all extraordinary expenses required to complete the work on the project. Reimbursable expenses shall be invoiced at cost + 10% markup and shall include the following:

- Drawing reproduction and copies
- Requested Express Mail

Since this proposal is for the development of the Schematic Design Phase only, services that are NOT INCLUDED in this phase are:

1. Legal witness or testimony
2. Engineering services associated with energy rebate programs
3. Traffic studies
4. Environmental studies
5. Leed Certified Consultant
6. Asbestos/lead testing and analysis
7. Survey services
8. Soil borings and preparation of a geotechnical report
9. Permit fees and approvals
10. Special exception expediting and hearings
11. Permit filing and expediting services
12. Civil engineering services
13. Site plan approval services
14. Submission to the Suffolk County Department of Health Services for approvals
15. Interior design/materials and color selections
16. Construction documents phase services
17. Construction phase services
18. Public presentation of project

In order to commence work on this project, H2M will require the following documents:

- Existing site surveys
- Existing building documentation

H2M would invoice the Town of Riverhead monthly based on actual work completed.

Any additional fees for consultants or changes in the scope of work will be identified and agreed upon, prior to the commencement of additional work.

# H2M GROUP

Bruce Talmage, Vice President  
Riverhead Volunteer Ambulance Corp.  
March 28, 2008  
Page 5

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This agreement is inclusive of the letter proposal and the proposal statement. All work will be performed as outlined in this letter proposal and in accordance with the terms and conditions in the proposal statement.

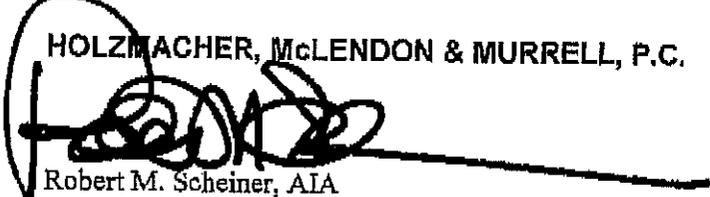
The offer to perform the above services shall remain open for ninety (90) days from the date of this proposal. Any extensions of this proposal shall be in writing only.

Should the terms and conditions outlined in this proposal be acceptable to the RVAC, please sign on the attached proposal statement to initiate work on the project. Please forward the original signed and executed documents to this office.

We appreciate the opportunity to work with the Riverhead Volunteer Ambulance Corp., Inc. on this important project. If you have any questions or require further clarification, please feel free to contact the undersigned at extension 1350 or Joe Mottola at extension 1355.

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.

  
Robert M. Scheiner, AIA  
Sr. Vice President

  
Joseph M. Mottola, RA  
Vice President

cc: Ronald Lanner, RA - H2M

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# HOLZMACHER, McLENDON & MURRELL, P.C.

## PROPOSAL STATEMENT

Riverhead Volunteer Ambulance  
**PROPOSAL TO:** Corp. **DATE:** March 28, 2008  
**PROJECT:** Proposed Headquarters Building and Addition and Alterations to the Substation on Manor Lane in Jamesport LP08262

The following clauses constitute HOLZMACHER, McLENDON & MURRELL, P.C.'s terms, hereinafter referred to as H2M, by which H2M agrees to perform services under this proposal. Should the parties agree to modify same, it must be accomplished by the parties by written instrument. On acceptance of the proposal and/or commencement of the work, this proposal statement and the proposal shall constitute the agreement between Client and H2M.

**1. EXTENT OF PROPOSAL STATEMENT:** This statement and the attached proposal represents the entire and integrated proposal statement between Client and H2M and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Client and H2M.

**2. GOVERNING LAW:** Unless otherwise specified within this proposal statement, this statement shall be governed by the law of the principal place of business of H2M.

### **3. GENERAL:**

3.1 If a dispute arises out of any of the provisions contained herein, H2M and the Client agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. If the dispute cannot be settled through discussion, each party agrees to endeavor to settle the dispute through non-binding mediation. The mediation shall be conducted under the auspices of the American Arbitration Association (AAA) and in accordance with the construction industry mediation rules of the AAA. The parties agree to resort to arbitration, litigation or other court proceedings, only in the event mediation efforts fail to resolve the dispute. Regardless of the outcome of the mediation, the costs associated with the mediation, exclusive of attorney fees, expert fees and other costs not related to the actual cost of administering the mediation, shall be borne equally by the parties.

3.2 Neither party shall hold the other responsible for damages or delay in performance caused by Acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

3.3 In the event any provisions of this statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

3.4 H2M intends to render its services under this agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either expressed or implied.

3.5 Any opinion of the construction cost prepared by H2M represents its judgment as a design professional and is supplied for the general guidance of the Client. Since H2M has no control over the cost of labor and materials,

competitive bidding or market conditions, H2M does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to client.

3.6 H2M has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work, but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retention of excavations and any erection methods and temporary bracing.

3.7 Both, the Client and H2M certify that the individual that has executed this statement on their behalf is empowered to execute and bind their respective party to the terms and conditions of this proposal statement.

**4. TERMINATION:** This agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this agreement by the other party through no fault of the terminating party. If this agreement is terminated, H2M shall be paid for services performed to the termination notice date plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination plus 15 percent of the total compensation unearned at the time of termination to account for H2M's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

**5. DELEGATION OF DUTIES:** Neither Client nor H2M shall delegate his duties under this agreement without the written consent of the other.

**6. HOURLY RATES OF COMPENSATION:** Where hourly rates of compensation are proposed as the method of payment, it shall be computed as: TOTAL PAYROLL COST plus 1.5 times TOTAL PAYROLL COST as an allowance for overhead and profit for the number of hours that employees are directly employed on the project including travel. TOTAL PAYROLL COST is calculated as the sum of: 1) direct salary charged to the project; and 2) the ratio of the latest fiscal year benefits of all employees (vacations, sick leave, holidays, insurance, taxes, pensions, and other benefits) to all direct salaries; multiplied by direct salary charged to the project. Additional services, when required, will be invoiced at hourly rates of compensation plus reimbursable expenses.

# HOLZMACHER, McLENDON & MURRELL, P.C.

## PROPOSAL STATEMENT

9.8 **INDEMNITY:** Client will require that any Contractor or Subcontractors performing work in connection with Drawings and Specifications produced under this agreement to hold harmless, indemnify and defend, Client and H2M, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of, or alleged to arise from, the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract documents, but not including liability that may be due to the sole negligence of Client, H2M, its consultants or officers, agents and employees.

### 10. CLIENT'S RESPONSIBILITIES: Client shall

10.1 Designate in writing a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by H2M, interpret and define Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of H2M services.

10.2 Furnish soils data including but not limited to reports, test borings, test pits, probing, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, all with appropriate professional interpretation, as may be required.

10.3 Guarantee full and free access for H2M to enter upon all property required for the performance of H2M services under this agreement.

10.4 Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application fees for review of project documents.

10.5 Provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto.

### 11. NOMINAL/RESIDENT CONSTRUCTION REVIEW SERVICES:

11.1 If requested by Client, or recommended by H2M and approved in writing by Client, H2M shall provide one or more full time resident project

representatives to assist H2M in order to render more extensive representation at the project site during the construction phase. Such resident construction review services shall be paid for by Client as Additional Services as defined within this agreement. The limits of the authority, duties and responsibilities of a resident project representative shall be described before such services begin by written instruments.

11.2 By means of the more extensive on-site observations of the work in progress, H2M will endeavor to provide further protection for Client against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and H2M shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.

11.3 On projects where H2M has been engaged to provide nominal (periodic) or resident construction observation services, H2M will provide these services based on an agreed upon construction observation schedule. If the schedule is extended due to changes/actions of the client, contractor or another party other than H2M, then the fee paid to H2M shall be increased to cover the additional costs incurred or the services under construction observation will be terminated as of that date.

12. **OWNERSHIP OF DOCUMENTS:** All drawings, specifications and other work product of H2M for the project are instruments of service for this project only and shall remain the property of H2M whether the project is completed or not. Reuse of any of the instruments of service of H2M by Client on extensions of this project or on any other project without the written permission of H2M shall be at Client's risk and Client agrees to defend, indemnify and hold harmless H2M from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of H2M instruments of service by Client or by others acting through Client. Any reuse or adaptation of H2M instruments of service shall entitle H2M to further compensation in amounts to be agreed upon by Client and H2M.

13. **PROPOSAL EXPIRATION:** The offer to perform the proposed services described in the cover letter attached herewith is extended for ninety (90) days from the date of said letter. Extensions of this proposal shall be in writing only.

### AGREED AND ACCEPTED:

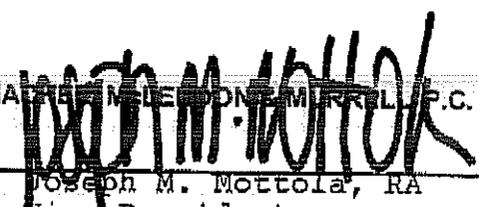
CLIENT: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

H2M/HOLZMACHER, McLENDON & MURRELL, P.C.

SIGNED BY:  \_\_\_\_\_

TITLE: Joseph M. Mottola, RA  
Vice President

DATE: 3/28/08

ENGINEERS, ARCHITECTS, SCIENTISTS, PLANNERS, SURVEYORS

November 18, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION #1022

AUTHORIZES SUPERVISOR TO EXECUTE A GRANT AGREEMENT WITH NEW YORK STATE HOUSING TRUST FUND CORPORATION FOR FUNDS TO SUPPORT EMERGENCY HOME REPAIRS FOR THE ELDERLY

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

WHEREAS, grant funding is available from New York State Housing Trust Fund Corporation (HTFC) under the RESTORE program for funds to support emergency home repairs for low-income elderly; and

WHEREAS, The Community Development Department applied for and received an award of \$75,000 for the purpose of making grants to elderly low-income homeowners in need of emergency repairs (see attached contract); and

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the Town Supervisor to execute the grant contracts with HTFC; and

BE IT FURTHER RESOLVED, that the Riverhead Town Board authorizes and instructs the Accounting Department to set up a budget for the above mentioned grant; and

BE IT FURTHER RESOLVED, that the Town Clerk shall provide notification of this resolution to CDD Director Chris Kempner and the Accounting Department.

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.

**RESTORE PROGRAM AGREEMENT**

THIS AGREEMENT made as of the **1st day of September, 2008**, between the HOUSING TRUST FUND CORPORATION, a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law (the "PHFL"), with an office at Hampton Plaza, 38-40 State Street, Albany, New York, 12207, (the "Corporation"), and **Town of Riverhead** ("Recipient"), a not-for-profit corporation organized pursuant to the Not-for-Profit Corporation Law of the State of New York or a municipality, having its principal place of business at **200 Howell Avenue, Riverhead, New York 11901**.

WITNESSETH:

WHEREAS, pursuant to Chapter 54 of the Laws of 1995, the Corporation is authorized to enter into contracts with eligible applicants to fund emergency home repair programs sponsored by not-for-profit corporations or municipalities to aid low income elderly persons who are owners of dwellings which are substandard or in need of critical repair and to prolong the useful life of those dwellings;

WHEREAS, the Recipient has submitted a Program Description to perform an elderly emergency home repair program (the "Program"), such Program Description which is set forth in the attached Exhibits A-D made a part hereof, for the purpose of making grants or loans to elderly low-income homeowners ("Homeowners") for repairs to alleviate housing conditions which pose an imminent threat to the life and safety of low income elderly homeowners; and

WHEREAS, the Corporation has agreed to provide funds to the Recipient for undertaking the Program, in an amount not to exceed **seventy-five thousand dollars (\$75,000)**, in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of this Agreement and the Program Description.

NOW THEREFORE, in furtherance of the Program and the Program Requirements attached as Exhibit E, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

1. Goals and Objectives.

The Recipient shall complete the Program in accordance with the Program Description as set forth in the Exhibits, to the satisfaction of the Corporation. The Recipient represents that it has obtained or shall immediately obtain the managerial and technical capability necessary to undertake and perform the Program in a satisfactory manner. The Recipient shall be responsible for monitoring eligible Homeowners, for a period of three (3) years after completion of each project, for the purpose of assuring their compliance with the terms of this Agreement and the Program Description including the recapture of a grant or loan made to any eligible Homeowners with funds provided pursuant to this Agreement.

2. Term.

Performance of the emergency repairs under this Agreement shall begin on the 1<sup>st</sup> day of September, 2008, and shall be completed 13 months from that date. The term of this agreement shall last three (3) years after completion of all emergency repairs under the Program.

3. Reports and Access to Records.

During the performance of the emergency repairs under this Agreement, the Recipient shall file monthly progress reports and individual homeowner applicant case completion forms with the Corporation by the fifth of the following month in a form which shall contain such information as the Corporation may require. The Recipient further agrees to provide the Corporation with reports, records and accounts in such form, content and frequency as required by the Corporation.

4. Administration Expenses.

The Recipient, if a municipality, may use up to five percent (5%) of funds provided pursuant to this Agreement, if a not-for-profit corporation, seven and one-half percent (7½%) may be used for payment of salaries and wages to the Recipient's employees or for other costs or expenses directly related to the Recipient's employees or consultants, including office rentals, office equipment, fringe benefits, office expenses or other administrative expenses.

5. Supporting Documentation.

All expenditures of funds pursuant to this Agreement shall be supported by written bids, written contracts, billings, bank documents and any other documentation that the Corporation may request in order to establish that such funds have been used in accordance with the terms of this Agreement, Program Description and Program Requirements.

6. Bank Account.

All disbursements paid to the Recipient shall be deposited in an account established by the Recipient in a bank authorized to do business in the State of New York. All withdrawals from such account must be authorized by the signature of at least two individuals designated by the Recipient, at least one of whom shall be an officer of the Recipient. Interest earned on funds, if any, must be returned to the Corporation within thirty (30) days after the end of the Contract.

7. Agreements with Homeowners.

The Recipient, upon selection of an eligible Homeowner for funds under this Agreement, shall require the Homeowner to execute an agreement wherein the Homeowner agrees that all funds provided pursuant to the Program shall become immediately due and payable to the Recipient if the Project Property is sold or transferred within three (3) years of the date of completion of the repair to anyone other than an elderly low-income person.

8. Representative and Warranties.

The Recipient warrants and represents the following:

- a) If it is not a municipality, it is as of the date hereof, duly organized, validly existing and in good standing under the Not-for-Profit Corporation Law of the State of New York, and is authorized to enter into this Agreement and the transaction contemplated hereby.
- b) If it is a municipality, the governing body of the municipality has adopted a resolution authorizing it to enter into this agreement and the transactions contemplated hereby.
- c) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or to complete the Program.

- d) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.
- e) The Program, to the extent necessary, has been approved by all governmental authorities that have jurisdiction over the Recipient or the Program.
- f) All construction, if any, hereafter performed pursuant to the Program has been performed in accordance with the Program Description and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Project Property or construction thereon or the use and occupancy thereof (any of the foregoing, a "Requirement"; collectively, "Requirements") and with any restrictive covenants applicable to the Project Property, and the intended use of the Project Property complies with all applicable zoning ordinances, regulations and restrictive covenants affecting the Property.
- g) The Program, exhibits hereto and other information contained herein or heretofore provided to the Corporation by the Recipient are true and correct in all respects and no materially adverse change has occurred in the Program or the financial conditions of the Recipient since the respective dates thereof.
- h) There is no default on the part of the Recipient under this Agreement or under any other instrument executed in connection with the Program or with any other program funded by the Corporation, and no event has occurred and is continuing which, with notice or the passage of time, would constitute an event of default thereunder.
- i) The Agreement and all other instruments executed in connection with the Program will be, upon execution thereof, legal, valid and binding instruments enforceable in accordance with their terms against the Recipient.
- j) All contracts entered into by the Recipient for any services to be paid for, in whole or in part, with funds pursuant to the Agreement, are in accordance with all applicable laws, rules and regulations.
- k) There are no outstanding or overdue payments owed for any taxes including but not limited to, workers' compensation and unemployment insurance.

9. Covenants of the Recipient.

The Recipient covenants that it will execute such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement with respect to the Program, including but not limited to, a promissory note or mortgage.

10. Insurance and Indemnification.

During the Term of this Agreement, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with a certificate for comprehensive general liability insurance for bodily injury and property damage, and with certificates for comprehensive automobile liability insurance, workers' compensation and disability benefits. The amounts of insurance coverage shall be subject to the approval of the Corporation, and the Corporation reserves the right at any time to terminate this Agreement if it determines that the Recipient's insurance coverage for the Program is insufficient. All certificates shall be with a New York State licensed carrier of insurance and shall name the Corporation as an insured party. The insurance policies shall also provide that the Corporation shall be given thirty (30) days unconditional prior written notice of any cancellation or reduction in coverage thereof.

11. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all purposes of this Agreement in order to assure the expeditious and satisfactory completion of the Program. The Recipient also agrees to promptly complete all forms and reports as may from time to time be required by the Corporation in the proper administration and performance of the Program. The Recipient further agrees that the Corporation may modify this Agreement as is deemed necessary by the Corporation to best make use of the Corporation's available funding sources for this project.

12. Lien.

In the event of a termination for any reason of this Agreement or upon the expiration of the Term, the State of New York shall have liens on all of the real and personal property, fixtures, furnishings, equipment, facilities and other property of the Recipient and any affiliates of the Recipient to the extent of any funds disbursed but not expended by the

Recipient on the date of such termination or expiration, or expended or used in a manner or for a purpose not authorized by this Agreement. The Recipient hereby appoints the Corporation as its attorney-in-fact, coupled with a secured interest, for the purpose of executing and filing all documents and performing all acts necessary to ensure that such liens are perfected and effective.

13. No Commitment Beyond Term.

The Recipient shall not enter into any contract, loan or other agreement, the terms or effect of which shall commit the use of funds received pursuant to this Agreement, for a period prior to commencement of the Term of this Agreement or subsequent to the expiration or termination of this Agreement. The Recipient shall follow a formal procedure approved by the Corporation for soliciting and entering contracts which will be paid for with funds from this Agreement.

14. Miscellaneous.

- a) All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the Recipient and the Corporation, attention: Director, RESTORE Program, at the addresses first set forth above, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change of address shall be deemed to have been given when it is received.
- a) No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection herewith, unless such action shall be commenced within six (6) months after the termination of this Agreement, or one (1) year from the accrual of the cause of action, whichever is earlier.
- c) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law.

d) Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agent designated by the Corporation for such purpose. All consents and approvals to be given by the Corporation hereunder must be in writing.

15. Exhibits.

The following exhibits are hereby incorporated into this Agreement and the Recipient, to the extent applicable, shall adhere to the provisions contained therein.

Exhibit A	Program Summary and Description of Target Area
Exhibit B	Administrative Plan
Exhibit C	Program Budget
Exhibit D	Program Schedule
Exhibit E	Program Requirements

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

**Housing Trust Fund Corporation**

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

Robert M. Shields

Vice President

**Town of Riverhead**

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

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

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

**Exhibit A**  
**Program Summary and Description of Target Area**

**Program Detail Information**

Name of Local Program: RESTORE 2008

County/Municipality to be Served by this Program: Suffolk/Town of Riverhead

**Total number of units to be assisted with RESTORE funds: 19**

<u>Income Target Group</u>	<u>No. of Units</u>
Public Assistance (<30% of Median Income)	<u>10</u>
31% through 40% of Median Income	<u>7</u>
41% through 50% of Median Income	<u>2</u>
51% through 60% of Median Income	
61% through 70% of Median Income	
71% through 80% of Median Income	

**Target Populations**

- 00 - No Target Populations (or Unknown)
- 04 - Persons who are Elderly
- 07 - Persons with Physical Disabilities
- 12 - Persons who are Veterans
- 14 - Persons with Mental Retardation/Developmental Disabilities
- 17 - Persons on Public Assistance
- 19 - Persons who are Frail Elderly

<u>Population Code(s)</u>	<u>No. of Units</u>
<u>07 17 19</u>	<u>5</u>
<u>17 19</u>	<u>7</u>
<u>04 07</u>	<u>7</u>

## **RESTORE Contract Exhibit B Administrative Plan**

### **I. Program Activities and Scope**

Under the Residential Emergency Services to Offer Home Repairs to the Elderly Program (RESTORE), the RECIPIENT shall assist low-income elderly / frail elderly NYS homeowners, living in one- to four-unit dwellings, with emergency repairs that address hazardous conditions posing a threat to the life, health or safety of the older resident(s). Emergency repairs may include, but are not limited to, heating system repairs or replacement; electrical repairs or upgrades of electrical systems; plumbing repairs that pose a health risk, such as water supply and septic issues; and structural repairs such as deteriorated foundations, roofs, floors, stairs, decks, doorways, windows and porches. Accessibility measures such as ramps or grab bars may be added to the home if such measures enhance the health or safety of the elderly occupants.

### **II. Selection Criteria for Assisted Units**

- Assisted units must fall within the targeted service area.
- The RECIPIENT shall make the determination of the existence of emergency condition(s) in a home if the condition(s) pose an imminent threat to the life, health or safety of the elderly homeowner(s).
- The assisted household must have an occupant aged 60 years or older.
- The household annual incomes do not exceed eighty percent (80%) of the area's median family income.
- The home must be the primary residence of the homeowner.
- Work undertaken cannot exceed \$7,500 per building for the life of the building.

### **III. Quality Assurance & Timely Program Implementation**

Activities the RECIPIENT shall undertake to ensure timely start-up of a local RESTORE Program shall include:

- Promotion of funding availability;
- Notification to all community and local service agencies of the program;
- The establishment of a separate account for the RESTORE funds;
- Instruction and training in the program's regulations to all RESTORE staff;
- Recruitment of outside contractors;
- The establishment of a standard practice procedure for RESTORE program referrals that includes the referral process; assessment and documentation of emergency conditions; and the collection of necessary documentation from the homeowner to establish eligibility;
- The establishment of a standard practice procedure for contractor selection that includes the contractor procurement process, documentation of valid licensure, proof of valid insurance and any other required documents; and bid awards; and
- The establishment of a standard practice procedure for the monitoring of the licensed contractors and/or in-house crews for adherence to deadlines and quality of workmanship.

## **RESTORE Contract Exhibit B Administrative Plan**

### **IV. Methods to Ensure Compliance**

The methods the RECIPIENT shall use to ensure compliance with the RESTORE repair response deadline of 72 hours to inspect a home, 7 days to begin repairs and 30 days to complete repairs shall include the following:

- Drafting and executing a written agreement with the licensed private contractor that specifies the required work to be completed and timeframes to be met;
- Monitoring the licensed contractor's progress to ensure quality of workmanship and that all deadlines are met;
- Ensuring that all work performed by contractors and/or in-house crews is completed within the 30-day timeframe; and
- Submitting an Applicant Case Reporting Form (ACRF) to the Corporation within 30 days of completion for each RESTORE-assisted unit.

### **V. Contractor Procurement**

Upon receipt of a request for assistance or upon the referral of a homeowner in need of emergency support, the RECIPIENT shall --

- inspect the home within 72 hours of contact.
- collect all documentation from the homeowner to verify eligibility and complete a work write-up consisting of a description of the emergency situation(s) and detailed specifications that describe the measures required to correct the emergency situation(s).
- issue a request for contractor bids that details the work that will be required to correct the emergency situation(s). The request for contractor bids shall stipulate the last date for applying and the required project start date to ensure compliance with the RESTORE requirement to begin repairs within seven days.
- collect all documentation needed from the contractor to verify that they are licensed, insured, and that they meet local requirements, codes, rules and/or regulations for contractors.
- select the lowest qualified available bidder for the project.
- enter into a written agreement with the selected contractor that describes the details of the project and all required time frames for starting and completion.
- inspect all work upon completion to insure compliance with the specifications.

### **VI. Other Services / Program Linkages**

- Any RESTORE client that needs assistance outside of the scope of services offered by the RESTORE Program shall be referred, by the RECIPIENT, to an appropriate service provider that may assist the individual. For example, when working on a RESTORE project and it becomes evident that the customer is a person with a disability(s) and would benefit from accessibility modifications completed in his/her home beyond the scope of RESTORE, the RECIPIENT shall refer that individual to the DHCR Regional Office for possible assistance through the Access to Home Program.

**RESTORE Contract Exhibit B  
Administrative Plan**

- The RECIPIENT shall establish a standard practice procedure that details the referral process to be used in coordinating the delivery of the RESTORE grant with other programs.

**VII. Service Provider Agreements in Place**

The RECIPIENT shall maintain files and records of the Service Provider Agreements in place that provide the following information: service provider name, a brief description of the type of service and copies of written commitment letters.

**VIII. Referral Agreements In Place**

The RECIPIENT shall maintain files and records of the Referral Agreements in place that provide the following information: referral source name and copies of written commitment letters.

**IX. Public Outreach**

- The RECIPIENT shall develop and distribute marketing materials that explain the program's objectives to local community organizations and offices. Examples include local departments of social services, county offices for aging, community and senior centers, medical clinics, regional food banks, town halls, and local neighborhood associations. The "NYS Housing Trust Fund Corporation" shall be prominently placed on all marketing materials as the source of RESTORE Program funds.
- The RECIPIENT's marketing activities shall be non-discriminatory and be designed to encompass the diverse socioeconomic character (population, housing and economic activity) of the area. Minority- and women-owned businesses should be encouraged to participate in the bidding process in order to promote participation amongst minority contractors. The RECIPIENT shall utilize the Search Directory of Certified Minority- and Women-owned Businesses (<http://www.nylovesmwbe.ny.gov/cf/search.cfm>) published by the Division of Minority and Women's Business Development of the New York State Department of Economic Development in order to target direct mailings towards local minority- and women-owned businesses.

**X. Recapture of Funds**

In the event that a RESTORE-assisted home is sold or transferred within three (3) years after project completion, to other than a low-income elderly household, the RECIPIENT shall recapture and return to HTFC funds invested in the unit.

## Exhibit C Program Budget

### A. Program Uses

Program Costs	RESTORE	Others Funds	Total Funds
1. Construction/Repair Costs (Total Repair Costs)	75,000	70,000	145,000
2. Administrative/Operating Costs (Salaries/Fringe)		58,000	58,000
3. OTPS			
4. Total Administrative and Operating Costs (sum of lines 2 & 3)		58,000	58,000
5. Total Program Costs (sum of lines 1 & 4)	75,000	128,000	203,000

### B. Sources of Funds

Source Name	Funds Requested or Committed
RESTORE Program	75,000
AHC/CDBG	70,000
Town of Riverhead	58,000
Total	203,000

**Exhibit D**  
**Program Schedule**

<b>Milestone</b>	<b>Projected Date</b>
1. Contract Start Date	09/01/2008
2. Initiation of Program Outreach	10/01/2008
3. 50% of Funds Committed	04/01/2009
4. 100% of Funds Committed	10/01/2009
5. 50% of Funds Expended	06/01/2009
6. 100% of Funds Expended	10/01/2009
7. All Program Close-Out Reports Submitted	12/01/2009

**Exhibit E**  
**RESTORE Program Requirements**

Statutory Authority: Chapter 54 of the Laws of 1995

- 1910. General Provisions
- 1911. Application Process
- 1912. Eligible Area
- 1913. Funding
- 1914. Contract Performance
- 1915. Conflict of Interest
- 1916. Technical Assistance
- 1917. Demonstration Aspects

1910. GENERAL PROVISIONS

- 1910.1 Purpose
- 1910.2 Definitions
- 1910.3 Administrative Procedures
- 1910.4 Equal Opportunity

1910.1 Purpose

1. Pursuant to the legislative initiative known as Housing Opportunities Program for the Elderly (HOPE) financial assistance is available for emergency home repair programs sponsored by not-for-profit corporations and municipalities to aid low income elderly persons who are owners of dwellings that are substandard or in need of repair to alleviate conditions which pose a threat to the health, life or safety of those persons and to prolong the useful life of those dwellings.
2. The program requirements contained herein are applicable for defining eligible sponsor organizations and programs, selection criteria, and contract performance.

1910.2 Definitions

1. "The Corporation" shall mean the Housing Trust Fund Corporation.
2. "Emergency Home Repair Program" is a program intended for repair, maintenance, preservation, restoration, renovation, upgrading, improvement, modernization and rehabilitation of dwelling units to address conditions which pose a threat to health, life, and/or safety of low income elderly persons.
3. "Emergency Repair Activities" are activities which remedy conditions that pose a threat to the health, life and/or safety of low income elderly persons. Conditions which may be remedied pursuant to these programs include, but are not limited to, the following:
  - a. A roof damaged to the extent that the home cannot be heated and/or that rain and the elements can enter into and/or cause continued damage to the house;

- b. Inoperative water, sewer/septic, heating, or electrical systems. The lack of or breakdown of any of these systems constitutes an emergency and shall fall within the scope of this program;
  - c. Conditions that constitute a violation of a state or local ordinance; or
  - d. Broken windows, broken steps, as well as any structural deficiencies in the physical structure or foundation which, if left unrepaired, might pose a threat to safety.
4. "Municipality" shall mean any unit of local government within the state.
  5. "Eligible Applicant" or "Applicant" shall mean a not-for-profit corporation, which shall have been in existence either as a corporation or as an unincorporated association performing significant home repair or housing preservation activities for at least one full year prior to entering into any contract with the Corporation or a municipality.
  6. "Eligible Recipient" shall mean a homeowner of low income who is at least sixty (60) years of age.
  7. "Persons of Low Income" shall mean individuals and families whose annual incomes do not exceed eighty percent (80%) of the median annual income for all residents of the SMSA or county, if a municipality is not located within an SMSA.

### 1910.3 Administrative Procedures

The Corporation may provide Administrative Procedures necessary and appropriate to carry out the policy and intent of the enabling legislation and these program requirements.

### 1911. APPLICATION PROCESS

1911.1 Request for Proposals

1911.2 Applications

1911.3 Selection Process

#### 1911.1 Request for Proposals

As funds are made available, the Corporation may publish, or cause to be published, in the State Register, requests for proposals, and may invite the submission of applications.

#### 1911.2 Applications

Applicants shall complete such forms as the Corporation may prescribe, and provide such additional information as the Corporation may require to enable the Corporation to make a determination that: (a) the Applicant has, or demonstrates that it can acquire, the capacity and expertise to undertake the proposed Program; (b) there is a substantial number of low income elderly persons who are residents of the neighborhood or area within which the emergency repair activities are to be undertaken; (c) the proposed Program will contribute significantly toward the repair and restoration of homes of elderly persons; (d) the proposed Program contains all required items including but not limited to:

1. Criteria for selecting eligible recipients:
2. A description of the proposed neighborhood or area including:
  - a. an analysis of median income for the elderly, and
  - b. an analysis of structural conditions and average rehabilitation costs;

3. A description of how the Applicant will administer the Emergency Home Repair Program, including the identification of the staff who will administer the program and the source and amount of administrative funding;
4. A statement of the Applicant's prior rehabilitation, renovation, or home repair experience, including the number of units rehabilitated, renovated, constructed, or repaired and the amount of public funds expended for such rehabilitation, renovation, construction, or repair during the Applicant's past three (3) fiscal years;
5. A request for an amount of financial assistance, the estimated number of dwelling units to be improved, the amount of matching funds, if any, to be used in conjunction with the requested financial assistance;
6. A description of the method the Applicant intends to use to disburse grants and loans to or for Eligible Recipients;
7. A description of how the Applicant intends to assure compliance by the Eligible Recipient with the program requirements, including the recapture of any grants or loans made to or for any Recipient for non-compliance with such program requirements;
8. A description of how the Applicant will determine and certify that the work to be done is of an emergency nature;
9. A description of how the Applicant intends to monitor any work financed with assistance hereunder to assure that work is done in compliance with the program requirements and any applicable state or local laws and ordinances (e.g., building codes); and
10. The terms and conditions of any loans the Applicant proposes to make to or for any Eligible Recipient.

### 1911.3 Selection Process

1. Each application submitted in response to requests for proposals will be reviewed to determine compliance with the eligibility provisions of these program requirements.
2. The applicant must demonstrate by its immediate past and current activities that it has the ability to conduct Emergency Repair Activities.
3. Each application that satisfies the eligibility provisions of these Program Requirements will be evaluated and ranked in relation to other applications.

### 1912. ELIGIBLE AREA

Preference in awarding funds to Applicants will be given to Programs which serve areas that demonstrate by verifiable data the greatest need, as follows:

1. Sustained physical deterioration, decay, neglect, or disinvestment;
2. A significant number of deteriorating or sub-standard buildings not being adequately repaired, renovated, upgraded, modernized, or rehabilitated under existing programs to provide sound housing, which is affordable to elderly low-income residents of the neighborhood or area;
3. A lack of housing affordable to elderly persons as evidenced by long waiting lists, or dates of anticipated completion of new elderly housing construction;
4. The area must have a substantial number of low-income elderly persons.

## 1913. FUNDING

### 1913.1 Contracts

### 1913.2 Program Funds

#### 1913.1 Contracts

1. Prior to contract execution, the Applicant must either be incorporated as a not-for-profit corporation or a municipality.
2. A contract shall serve as the award mechanism. Such contract shall not be assigned or transferred, except upon written authorization of the Corporation. The performance contract shall include, but not be limited to:
  - a. The term of the contract, which shall be for a period of not less than one year, with the possibility of extending the contract at the Corporation's discretion;
  - b. The amount of funds awarded under the contract;
  - c. The specific location and description of the proposed Program, including the approximate number of homes to be served;
  - d. The exact scope of work to be performed and the specific terms and conditions required by the Corporation;
  - e. A detailed timetable for completion of the proposed Program;
  - f. A listing of all other funding sources committed to the proposed Program; and
  - g. An agreement to guarantee future maintenance of the improvement(s) subsequent to the termination of the contract.

#### 1913.2 Program Funds

1. Program funds awarded to any Eligible Recipient shall not exceed seven thousand five hundred dollars (\$7,500.00).
2. Programs operated by municipalities may designate five percent (5%) and not-for-profit corporations may designate seven and one-half percent (7½%) of Program funds for the following administrative expenses:
  - a. Payment of salaries and wages to employees of the Eligible Applicant assigned to the administration of the Program, or
  - b. Other costs or expenses directly related to the Applicant's employees or consultants, including office rentals, office equipment, fringe benefits, office expenses, or other administrative expenses.
3. The Eligible Applicant shall maintain, for at least five (5) years, accurate records of all financial transactions which relate to the performance of the contract, in accordance with generally accepted accounting principles, and make these records available to the Corporation upon request.

## 1914. CONTRACT PERFORMANCE

1. The Corporation shall monitor and review, at periodic intervals, the performance of the Applicant under its respective contract(s) with the Corporation. The Applicant shall provide Program reports to facilitate the evaluation process and other such reports that the Corporation may request from time to time.
2. Should the Corporation find that there has been substantial non-performance or other breach of the performance contract for reasons other than those over which the Applicant can exercise effective control, the Corporation, upon notice, shall have the

right to terminate or modify the contract. Immediately upon receipt of notice of termination, the Applicant is to return all unexpended funds to the Corporation and assign all contracts with Recipients to the Corporation.

1915. CONFLICT OF INTEREST

1. Parties restricted from voting Board membership, from serving as officers of the Eligible Applicant and from staff management positions include:
  - a. State legislators and members of their staffs who hold policy-making positions;
  - b. Heads of state departments and their deputies and assistants (includes members or directors of public authorities, public benefit corporation, boards, commissions, and councils);
  - c. Staff of the Division of Housing and Community Renewal;
  - d. Statewide elected officials (including Governor, Attorney General and Comptroller) and members of their staff in policy-making positions;
  - e. Chief elected officials and the legislative bodies of counties having a population of 275,000 or more, within which the project is located, or cities, towns and villages having a population of 25,000 or more within the county in which the project is located. Exemption from coverage is permitted where Board membership of such persons is mandated by other relevant federal or state statutes; and
  - f. Political party chairpersons and party leaders, and members of their executive committees in the State, counties having a population of 275,000 or more, within which the project is located, or cities, towns and villages having a population of 25,000 or more within the county in which the project is located.
2. Restrictions regarding financial gain/benefits apply to all parties listed below. Such parties are prevented from receiving, directly or indirectly, compensation, in any form whatever, for services or goods rendered to the Applicant unless such goods or services are provided pursuant to an award or contract let after competitive bidding, the results of which bidding are reported to Corporation.
  - a. State legislators and members of their staffs who hold policy-making positions;
  - b. Heads of state departments and their deputies and assistants (includes members or directors of public authorities, public benefit corporation, boards, commissions, and councils);
  - c. Staff of the Division of Housing and Community Renewal;
  - d. Statewide elected officials (including Governor, Attorney General and Comptroller) and members of their staff in policy-making positions;
  - e. Chief elected officials and the legislative bodies of counties within which the project is located, or cities, towns and villages within the county in which the project is located;
  - f. Political party chairpersons and party leaders, and members of their executive committees in the State, counties within which the project is located, or cities, towns and villages within the county in which the project is located;
  - g. Voting Board members and officers except for salary payments of officers which shall require approval of the Corporation;
  - h. Staff members, exclusive of their salaries;
  - i. Immediate families of persons in a-h of this section; and

- j. Any firm, association, corporation or partnership in which any individual listed in a or b of this section holds an interest of ten percent (10%) or more.
3. These provisions apply regardless of the source of the funding of the proposed Program.
4. Exemptions will be considered with respect to specific sections of the preceding conflict of interest restrictions in those instances where an Applicant other than a not-for-profit corporation can demonstrate to the Corporation's satisfaction that the nature of its organization makes the provisions inapplicable.

## 1916. TECHNICAL ASSISTANCE

### 1916.1 Direct Provision

### 1916.2 Indirect Provision

#### 1916.1 Direct Provision

The Corporation may render to Applicants such technical services and assistance necessary to enable such Applicants to comply with the intent and purpose of these program requirements.

#### 1916.2 Indirect Provision

The Corporation may contract with municipal and other public agencies and with private persons, firms and corporations for the rendering of technical services and assistance to Eligible Applicants.

## 1917. DEMONSTRATION ASPECTS

The Corporation may request selected Applicants to assist in the preparation and compilation of findings related to the development of their programs. Such information will be utilized in assessing the effectiveness of RESTORE program models and in reports to the legislature regarding the replication of aspects of the RESTORE initiative.

Adopted

11/18/08

TOWN OF RIVERHEAD

Resolution # 1023

**RESOLUTION SUBJECT TO PERMISSIVE REFERENDUM AUTHORIZING THE SALE OF A TOWN OF RIVERHEAD PARCEL IN CONNECTION WITH WORKFORCE HOUSING**

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

**WHEREAS**, the Town of Riverhead has received title to the following parcel from Suffolk County in order to develop workforce housing for those presently living or working within the Town of Riverhead; and

**WHEREAS**, the specific workforce housing site is as follows:

<u>SCTM#</u>	<u>Address</u>	<u>Parcel Size</u>
0600-122-1-13	1114 Woodcrest Avenue	.40 acre

**WHEREAS**, construction of the single-family workforce housing has commenced, a buyer have been selected, a contract of sale has been executed and buyer financing has been obtained.

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the sale of the above referenced parcel in accordance with the respective Contract of Sale; and be it further

**RESOLVED**, that the Supervisor/Town Attorney, on behalf of the Town Board, is hereby authorized to execute any documents necessary for the transfer of title of said parcels in a form and substance acceptable to the Town Attorney; and be it further

**RESOLVED**, that this resolution shall be subject to permissive referendum as provided in Article 7 of the New York State Town Law; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to publish and post the attached public notice in accordance with Article 7 of the New York State Town Law.

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**

**RESOLUTION SUBJECT TO PERMISSIVE REFERNDUM AUTHORIZING THE  
SALE OF TOWN OF RIVERHEAD PARCELS IN CONNECTION WITH  
WORKFORCE HOUSING**

**PLEASE TAKE NOTICE** that at a regularly scheduled meeting held on November 18, 2008, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the Town Board of the Town of Riverhead authorized, subject to permissive referendum, the sale of a Town of Riverhead owned parcel in connection with workforce housing. The specific workforce housing site is as follows:

**WHEREAS**, the Town of Riverhead has received title to the following parcel from Suffolk County in order to develop workforce housing for those presently living or working within the Town of Riverhead; and

**WHEREAS**, the specific workforce housing site is as follows:

<u>SCTM#</u>	<u>Address</u>	<u>Parcel Size</u>
0600-122-1-13	1114 Woodcrest Avenue	.40 acre

and be it further

**RESOLVED**, that the Supervisor/Town Attorney, on behalf of the Town Board, was authorized to execute any documents necessary for the transfer of title of said parcels in a form and substance acceptable to the Town Attorney; and be it further

**RESOLVED**, that said resolution shall be subject to permissive referendum as provided in Article 7 of the New York State Town Law; and be it further

**RESOLVED**, that the Town Clerk was directed to publish and post this public notice in accordance with Article 7 of the New York State Town Law.

Dated: Riverhead, New York  
November 18, 2008

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

**DIANE M. WILHELM, Town Clerk**

November 18, 2008

**TOWN OF RIVERHEAD**

**Resolution # 1024**

**Adopted**

**GRANTS SPECIAL USE PERMIT OF THE WASHWICK AGENCY  
EXPANSION OF A NON-CONFORMING USE**

COUNCILMAN BUCKLEY

\_\_\_\_\_ offered the following resolution,

which was seconded by \_\_\_\_\_ COUNCILMAN WOOTEN

**WHEREAS**, the Riverhead Town Board is in receipt of a special use permit petition from Washwick Agency to allow a 300 sq. ft. addition and a handicapped ramp to an existing non-conforming office use upon real property located at East Main Street, Riverhead, New York; such real property more particularly described as Suffolk County Tax map Number 0600-127-6-9, and

**WHEREAS**, the special use permit petition was referred to the Suffolk County Planning Commission for its report and recommendation; such Planning Commission considering the matter to be one of local determination, and

**WHEREAS**, a public hearing was held by this Town Board on October 21, 2008; and

**WHEREAS**, the Riverhead Town Board has carefully considered the merits of the special use permit petition, the SEQRA record created to date, the report of the Planning Department, the report of the Suffolk County Planning Commission, the commentary made at the relevant public hearing as well as all other relevant planning, Zoning and environmental information, now

**THEREFORE BE IT**

**RESOLVED**, that in the matter of the special use permit of the Washwick Agency, the Riverhead Town Board makes the following findings:

- (i) The site is particularly suitable for the location of the use in the community;
- (ii) The lot area is sufficient for the proposed use;
- (iii) Access facilities are adequate for the motor vehicle turning movements to be generated;
- (iv) Adequate provisions will be made for the collection and disposal of both storm water and sanitary waste;
- (v) Adequate provisions have been made for the collection and disposal of solid wastes;

**BE IT FURTHER**

**RESOLVED**, the Riverhead Town Board hereby declares itself to be the Lead Agency pursuant to 6NYCRR Part 617 and further determines the action to be a Type II Action, and

**BE IT FURTHER**

**RESOLVED**, that based upon its findings, the Riverhead Town Board hereby grants the special permit petition of Washwick Agency to allow a 300 sq. ft. addition and a handicapped ramp to an existing non-conforming office use upon real property located at Old Country Road, Riverhead, New York; such real property more particularly described as Suffolk County Tax Map Number 0600-119-1-9.4, and

**BE IT FURTHER**

**RESOLVED**, that a copy of this resolution be forwarded to Washwick Agency or agent, the Building Department, the Town Attorney, the Fire Marshal, and that a copy be scanned on to the Town Hall Share Drive for future reference.

**THE VOTE**

DUNLEAVY  YES \_\_\_ NO    BUCKLEY  YES \_\_\_ NO  
BLASS  YES \_\_\_ NO    WOOTEN  YES \_\_\_ NO  
CARDINALE  YES \_\_\_ NO  
THIS RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

Adopted

November 18, 2008

TOWN OF RIVERHEAD

RESOLUTION # 1025

AUTHORIZES THE TOWN TO POST AND PUBLISH THE ATTACHED NOTICE TO BIDDERS FOR HVAC IMPROVEMENT PROJECT AT THE SENIOR CITIZEN CENTER

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

RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorize the Town Clerk to publish and post the attached Notice to Bidders for the HVAC Improvement Project at the Senior Citizen Center in the November 20th issue of the official Town newspaper; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Christina Kempner, Community Development Director and a copy to Kenneth Testa, P.E., Town Engineer, Judy Doll, Director of Senior Services, Purchasing Department 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

TOWN OF RIVERHEAD  
NOTICE TO BIDDERS

Sealed proposals for the HVAC Improvement Project at the Senior Citizen Center, 60 Shade Tree Lane, Aquebogue, NY, 11931 will be received by the Town of Riverhead at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York 11901 until 11:00 am on Monday, December 1, 2008 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and/or obtained on or about November 20, 2008 in the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: [www.Riverheadli.com](http://www.Riverheadli.com) and click on Bid Requests.

A non-refundable fee of \$50.00 will be required for each hard copy of the Contract Documents.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked "HVAC Improvement Project at the Senior Citizen Center" and must be accompanied by a bid surety as stated in the Instructions to Bidders.

The Town of Riverhead reserves the right to reject any and all bids.

BY ORDER OF THE RIVERHEAD TOWN BOARD  
Diane M. Wilhelm, Town Clerk  
Riverhead, NY 11901

Dated: November 18, 2008

THE VOTE

**Dunleavy** Yes No

**Buckley** Yes No

**Blass** Yes No

**Wooten** Yes No

**Cardinale** Yes No

**THE RESOLUTION \_\_\_ WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED.**

**TOWN OF RIVERHEAD**

**Resolution # 1026**

Adopted

**Grants Special Use Permit Petition of Peconic Propane, Inc.**

**COUNCILWOMAN BLASS**

\_\_\_\_\_ offered the following resolution,

which was seconded by **COUNCILMAN DUNLEAVY**

**WHEREAS**, the Riverhead Town Board is in receipt of a special use permit petition from Peconic Propane, Inc. to allow the expansion of a non-conforming industrial use upon real property located at New York State Route 25, Calverton, New York; such real property more particularly described as Suffolk County Tax map Number 0600-98-1-17, and

**WHEREAS**, the special use permit petition was referred to the Suffolk County Planning Commission for its report and recommendation; such Planning Commission considering the matter to be one of local determination, and

**WHEREAS**, a public hearing was held by this Town Board on October 7, 2008; and

**WHEREAS**, the Riverhead Town Board has carefully considered the merits of the special use permit petition, the SEQRA record created to date, the report of the Planning Department, the report of the Suffolk County Planning Commission, the commentary made at the relevant public hearing as well as all other relevant planning, zoning and environmental information, now

**THEREFORE BE IT**

**RESOLVED**, that in the matter of the special use permit of the Peconic Propane, Inc, the Riverhead Town Board declares itself to be the Lead Agency pursuant to 6NYCRR Part 617 and further determines the action to be Unlisted without significant

adverse impacts upon either the natural or social environment and that a Draft Environmental Impact Statement need not be prepared, and

**BE IT FURTHER**

**RESOLVED**, that in the matter of the special use permit of Peconic Propane, Inc, the Riverhead Town Board makes the following findings:

- (i) The site is particularly suitable for the location of the use in the community;
- (ii) The lot area is sufficient for the proposed use;
- (iii) Access facilities are adequate for the motor vehicle turning movements to be generated;
- (iv) Adequate provisions will be made for the collection and disposal of both storm water and sanitary waste;
- (v) Adequate provisions have been made for the collection and disposal of solid wastes;

**BE IT FURTHER**

**RESOLVED**, that based upon its findings, the Riverhead Town Board hereby grants the special permit petition of Peconic Propane, Inc to allow the expansion of a non-conforming industrial use upon real property located at New York State Route 25, Calverton, New York; such real property more particularly described as Suffolk County Tax Map Number 0600-98-1-17, and

**BE IT FURTHER**

**RESOLVED**, that a copy of this resolution be forwarded to Peconic Propane, Inc or its agent, the Building Department, the Town Attorney, the Fire Marshal, and that a copy be scanned on to the Town Hall Share Drive for future reference.

**THE VOTE**

DUNLEAVY  YES \_\_\_ NO BUCKLEY  YES \_\_\_ NO

BLASS  YES \_\_\_ NO WOOTEN  YES \_\_\_ NO

CARDINALE  YES \_\_\_ NO

THIS RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD**

**Resolution # 1027**

**Adopted**

**Granting Special Use Permit Petition of Sid Harvey Industries, Inc.  
Wholesale Business**

**COUNCILMAN DUNLEAVY**

offered the following resolution,

which was seconded by **COUNCILMAN BUCKLEY**

**WHEREAS**, the Riverhead Town Board is in receipt of a special permit petition from Sid Harvey Industries, Inc. pursuant to Article XXVIA and Article XLI, Section 108-274B(2) of the Town Code to allow for the construction of internal alterations to approximately 10,000 sq. ft. of industrial space for the conduct of a wholesale business on a 6.1 acre parcel zoned Industrial A; such property more particularly described as SCTM 0600-119-1-28.7, and

**WHEREAS**, the Riverhead Planning Department has completed an Environmental Review of the special use permit petition and has recommended that a negative declaration be made by the Lead Agency pursuant to 6 NYCRR Part 617, and

**WHEREAS**, the special use permit petition was referred to the Suffolk County Planning Commission for its report and recommendation; such Planning Commission considering the matter to be one of local determination, and

**WHEREAS**, a public hearing was held by this Town Board on October 7, 2008; and

**WHEREAS**, the Riverhead Town Board has carefully considered the merits of the special use permit petition, the SEQRA record created to date, the report of the Planning Department, the report of the Suffolk County Planning Commission, the commentary made at the relevant public hearing as well as all other relevant planning, zoning and environmental information, now

**THEREFORE BE IT**

**RESOLVED**, that in the matter of the special use permit of Sid Harvey Industries, Inc., the Riverhead Town Board makes the following findings:

- (i) The site is particularly suitable for the location of the use in the community;
- (ii) The lot area is sufficient for the proposed use;
- (iii) Access facilities are adequate for the motor vehicle turning movements to be generated;
- (iv) Adequate provisions will be made for the collection and disposal of both storm water and sanitary waste;
- (v) Adequate provisions have been made for the collection and disposal of solid wastes;

**BE IT FURTHER**

**RESOLVED**, that in the matter of the special use permit of the Sid Harvey Industries, Inc, the Riverhead Town Board declares itself to be the Lead Agency pursuant to 6NYCRR Part 617 and further determines the action to be Unlisted without significant adverse impacts upon either the natural or social environment and that a Draft Environmental Impact Statement need not be prepared, and

**BE IT FURTHER**

**RESOLVED**, that based upon its findings, the Riverhead Town Board hereby grants the special permit petition of Sid Harvey Industries, Inc. to allow for the construction of internal alterations to approximately 10,000 sq. ft. of industrial space for the conduct of a wholesale business on a 6.1 acre parcel zoned Industrial A; such real property more particularly described as Suffolk County Tax Map Number 0600-119-1-28.7, and

**BE IT FURTHER**

**RESOLVED**, that a copy of this resolution be forwarded to Sid Harvey Industries, Inc., or its agent, the Building Department, the Town Attorney, the Fire Marshal, and that a copy be scanned on to the Town Hall Share Drive for future reference.

**THE VOTE**

DUNLEAVY  YES \_\_\_ NO      BUCKLEY  YES \_\_\_ NO

BLASS  YES \_\_\_ NO      WOOTEN  YES \_\_\_ NO

CARDINALE  YES \_\_\_ NO

THIS RESOLUTION \_\_\_ WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

11/18/2008

# Tabled

TOWN OF RIVERHEAD

Resoluton #1028

**GRANTS SPECIAL USE PERMIT OF  
BEACON WIRELESS COMMUNICATIONS TOWER**

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

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

TOWN OF RIVERHEAD  
RESOLUTION # 1029

11/18/08

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 772 RAYNOR AVENUE, RIVERHEAD, NEW YORK

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

WHEREAS, the Town Board has determined that the property situated at 772 Raynor Avenue, Riverhead, New York, is being used and occupied in violation of various sections of the Code of the Town of Riverhead;

NOW, THEREFORE, BE IT RESOLVED, that the attached Resolution authorizing legal action against the owners, tenants, occupants and mortgagee of the property located at 772 Raynor Avenue, Riverhead, New York, and be it further

RESOLVED that Dawn C. Thomas, Town Attorney for the Town of Riverhead is authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the property situated at 772 Raynor Avenue, Riverhead, New York, in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property; and be it further

RESOLVED, that it is left to the discretion of Dawn C. Thomas, Town Attorney for the Town of Riverhead as whether said cause of action should seek monetary and/or punitive damages against the owners, tenants, occupants and/or mortgagee of said property for their illegal use, occupancy and maintenance of said property.

WOOTEN  YES  NO BUCKLEY  YES  NO

DUNLEAVY  YES  NO BLASS  YES  NO

CARDINALE  YES  NO

THIS RESOLUTION  IS  IS NOT  
DECLARED DULY ADOPTED

Adopted

11/18/08

RESOLUTION # 1030

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 1563 MAIN ROAD, JAMESPORT, NEW YORK

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

WHEREAS, the Town Board has determined that the property situated at 1563 Main Road, Jamesport, New York, is being used and occupied in violation of various sections of the Code of the Town of Riverhead;

NOW, THEREFORE, BE IT RESOLVED, that the attached Resolution authorizing legal action against the owners, tenants, occupants and mortgagee of the property located at 1563 Main Road, Jamesport, New York, and be it further

RESOLVED that Dawn C. Thomas, Town Attorney for the Town of Riverhead is authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the property situated at 1563 Main Road, Jamesport, New York, in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property; and be it further

RESOLVED, that it is left to the discretion of Dawn C. Thomas, Town Attorney for the Town of Riverhead as whether said cause of action should seek monetary and/or punitive damages against the owners, tenants, occupants and/or mortgagee of said property for their illegal use, occupancy and maintenance of said property.

WOOTEN [checked] YES \_\_\_ NO BUCKLEY [checked] YES \_\_\_ NO
DUNLEAVY [checked] YES \_\_\_ NO BLASS [checked] YES \_\_\_ NO
CARDINALE [checked] YES \_\_\_ NO

THIS RESOLUTION [checked] IS \_\_\_ IS NOT DECLARED DULY ADOPTED

# Adopted

RESOLUTION # 1031 ABSTRACT #08-46 November 13, 2008 (TBM 11/18/08)			
Councilman Buckley offered the following Resolution which was seconded by			
Councilman Wooten			
FUND NAME		CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	135,314.98	135,314.98
CHILD CARE CENTER BUILDING FUN	9	49.19	49.19
ECONOMIC DEVELOPMENT ZONE FUND	30	50.58	50.58
HIGHWAY FUND	111	80,776.52	80,776.52
WATER DISTRICT	112	21,752.75	21,752.75
RIVERHEAD SEWER DISTRICT	114	26,194.06	26,194.06
REFUSE & GARBAGE COLLECTION DI	115	335,125.75	335,125.75
STREET LIGHTING DISTRICT	116	40,183.77	40,183.77
PUBLIC PARKING DISTRICT	117	4,051.15	4,051.15
BUSINESS IMPROVEMENT DISTRICT	118	17,325.02	17,325.02
AMBULANCE DISTRICT	120	2,594.83	2,594.83
CALVERTON SEWER DISTRICT	124	275.11	275.11
RIVERHEAD SCAVANGER WASTE DIST	128	12,144.73	12,144.73
WORKERS' COMPENSATION FUND	173	13,721.90	13,721.90
RISK RETENTION FUND	175	2,680.04	2,680.04
CDBG CONSORTIUM ACOUNT	181	308.5	308.5
PUBLIC PARKING DEBT SERVICE	381	17,565.67	17,565.67
SEWER DISTRICTS DEBT SERVICE	382	72,251.74	72,251.74
WATER DISTRICT DEBT SERVICE	383	105,277.88	105,277.88
GENERAL FUND DEBT SERVICE	384	2,479,410.70	2,479,410.70
SCAVANGER WASTE DISTRICT DEBT	385	55,834.66	55,834.66
TOWN HALL CAPITAL PROJECTS	406	1,215,141.62	1,215,141.62
YOUTH SERVICES CAP PROJECT	452	148.08	148.08
SENIORS HELP SENIORS CAP PROJE	453	42.4	42.4
MUNICIPAL FUEL FUND	625	2,500.00	2,500.00
MUNICIPAL GARAGE FUND	626	6,985.22	6,985.22
TRUST & AGENCY	735	13,319.14	13,319.14
CALVERTON PARK - C.D.A.	914	24.59	24.59
<b>TOTAL ALL FUNDS</b>		<b>4,661,050.58</b>	<b>4,661,050.58</b>

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

RESOLUTION # <u>1031</u> ABSTRACT #08-45 November 6, 2008 (TBM 11/18/08)				
Councilman Buckley offered the following Resolution which was seconded by				
Councilman Wooten				
FUND NAME		10/31/08 CD	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	2,000,000.00	678,490.21	2,678,490.21
POLICE ATHLETIC LEAGUE	4	1,000.00	1,939.12	2,939.12
TEEN CENTER	5	10,000.00		10,000.00
RECREATION PROGRAM FUND	6	50,000.00	5,113.27	55,113.27
CHILD CARE CENTER BUILDING FUN	9	40,000.00	130.00	40,130.00
TB SPEC PROGRAM	24	13,000.00		13,000.00
YOUTH COURT SCHOLARSHIP	25	2,000.00		2,000.00
SRS DAYCARE	27	5,500.00		5,500.00
ANIMAL SPAY/NEUTER	29	1,000.00		1,000.00
ECONOMIC DEVELOPMENT ZONE FUND	30	8,000.00	2,806.90	10,806.90
REC YOUTH	31	2,000.00		2,000.00
HIGHWAY FUND	111	500,000.00	61,377.05	561,377.05
WATER DISTRICT	112		57,003.43	57,003.43
R & M	113	265,000.00		265,000.00
RIVERHEAD SEWER DISTRICT	114	2,550,000.00	25,923.84	2,575,923.84
REFUSE & GARBAGE COLLECTION DI	115	760,000.00	6,179.23	766,179.23
STREET LIGHTING DISTRICT	116	130,000.00	10,405.10	140,405.10
PUBLIC PARKING DISTRICT	117	100,000.00	71,137.62	171,137.62
BID	118	78,000.00		78,000.00
AMBULANCE DISTRICT	120	50,000.00		50,000.00
CALVERTON SEWER DISTRICT	124	184,000.00	714.73	184,714.73
RIVERHEAD SCAVANGER WASTE DIST	128	20,000.00	9,119.40	29,119.40
SEWER DIST FUND	130	290,000.00		290,000.00
WORKERS' COMPENSATION FUND	173	1,525,000.00	7,699.21	1,532,699.21
RISK RETENTION FUND	175	725,000.00	3,162.09	728,162.09
UNEMPLOYMENT	176	35,000.00		35,000.00
MAIN ST. REHAB	177	125,000.00		125,000.00
REV LOAN PROGRAM	178	22,000.00		22,000.00
RES REHAB LOAN	179	15,000.00		15,000.00
CDBG CONSORTIUM ACOUNT	181	25,000.00	542.27	25,542.27
UDC WORKING	182	6,000.00		6,000.00
RESTORE	184	11,000.00		11,000.00
PUB PARKING DEBT	381	20,000.00		20,000.00
SEWER DEBT	382	375,000.00		375,000.00
WATER DEBT	383	385,000.00		385,000.00
GENERAL FUND DEBT	384	3,920,000.00		3,920,000.00
SCAV DEBT	385	40,000.00		40,000.00
SUFFOLK THEATER	386	9,500.00		9,500.00
COMMUNITY DEVELOPMENT AGENCY C	405		2,437.50	2,437.50
TOWN HALL CAPITAL PROJECTS	406		34,645.59	34,645.59
800 SERIES CP	408	17,000.00		17,000.00
2 BEARS CP	440	35,000.00		35,000.00
YOUTH SERVICES CAP PROJECT	452		4,399.51	4,399.51
SENIORS HELP SENIORS CAP PROJE	453		2,855.86	2,855.86
EISEP	454	165,000.00		165,000.00
MUNICIPAL FUEL FUND	625		4,956.00	4,956.00
MUNICIPAL GARAGE FUND	626		22,584.78	22,584.78
TRUST & AGENCY	735		865,720.17	865,720.17
SPECIAL TRUST	736	2,200,000.00		2,200,000.00
COMMUNITY PRESERVATION FUND	737	7,760,000.00	1,558.35	7,761,558.35
CDA CALVERTON	914	185,000.00		185,000.00
<b>TOTAL ALL FUNDS</b>		<b>24,660,000.00</b>	<b>1,880,901.23</b>	<b>26,540,901.23</b>