

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

CDA

Res. #26 A Resolution Amending CDA Resolutions #9 and #17 of 2008

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

Res. #1040 Business Improvement District Budget Adjustment

Res. #1041 General Fund Budget Adjustment

Res. #1042 Riverhead Sewer District Budget Adjustment

Res. #1043 Riverhead Scavenger Waste District Budget Adjustment

Res. #1044 Calverton Sewer District Budget Adjustment

Res. #1045 Ambulance District Budget Adjustment

Res. #1046 Street Lighting District Budget Adjustment

Res. #1047 East Creek Docking Facility Budget Adjustment

Res. #1048 Riverhead Water District Budget Adjustment

Res. #1049 Refuse and Garbage District Budget Adjustment

Res. #1050 Highway District Budget Adjustment

Res. #1051 Authorization to Discard Fixed Assets

Res. #1052 Authorizes the Release of Security of Foxwood, LLC (Addition of a Clubhouse)

Res. #1053 Accepts 100% Site Plan Security of Le Clos Therese, L.P. D/B/A Comtesse Therese (Aquebogue Bistro, Aquebogue)

Res. #1054 Approves the Transfer of a Water Treatment Plant Operator Trainee in the Water District to the Position of an Automotive Equipment Operator in the Highway Department (William Renten, Jr.)

- Res. #1055 Ratifies the Approval of a Leave of Absence for a Police Officer (Timothy McAllister)
- Res. #1056 Appoints Temporary Clerk to the Tax Receiver's Office (Krista Flammia)
- Res. #1057 Appoints a Payroll Supervisor (Carol DelVecchio)
- Res. #1058 Accepts Resignation of Anti-Litter Committee Member (Bernadette Voras)
- Res. #1059 Appoints Member to the Handicapped Advisory Committee (Jude Petroski)
- Res. #1060 Appoints Members to the Animal Advisory Committee (Linda O'Kula and Connie Farr)
- Res. #1061 Authorizes Release of Developer Money Northside Road Subdivision
- Res. #1062 Authorizes Release of Developer Money the Villages at Wading River
- Res. #1063 Authorizes Release of Developer Money Foxwood Village II
- Res. #1064 Authorizes Release of Developer Meadowcrest IV at Settlers Landing
- Res. #1065 Authorizes Release of Developer Money South Twomey Ave. Hartill Contracting)
- Res. #1066 Authorizes Release of Developer Money Splish Splash Water Park 2006
- Res. #1067 Authorizes Release of Developer Money Baiting Hollow Farms
- Res. #1068 Authorizes Release of Developer Money Millbrook Gables Development
- Res. #1069 Authorizes Release of Developer Money North Fork Golf Resorts Phase II
- Res. #1070 Authorizes Release of Developer Money Tsunis Property

- Res. #1071 Authorizes Release of Developer Money Reeves Golf
- Res. #1072 Authorizes Release of Developer Money Birchwood at Wading River Section I
- Res. #1073 Authorizes Release of Developer Money the Woods at Cherry Creek
- Res. #1074 Authorizes Release of Administration Fee Harvard Nichols Subdivision
- Res. #1075 Authorizes Release of Developer Money Sunken Pond Estates Section 2
- Res. #1076 Authorizes Release of Administration Fee Sunken Pond Estates Section 3
- Res. #1077 Authorizes Release of Developer Money Aquebogue Golf Resorts Phase I
- Res. #1078 Authorizes Release of Developer Money Aquebogue Golf Resorts Phase II
- Res. #1079 Authorizes Release of Developer Money North Fork Golf Resorts Phase I
- Res. #1080 Authorizes Release of Developer Money Shade Tree Acres Section II
- Res. #1081 Authorizes Release of Developer Money Country Vue Estates
- Res. #1082 Authorizes Release of Developer Money Maritime Funding
- Res. #1083 Authorizes Release of Developer Money Sound Breeze
- Res. #1084 Authorizes Release of Developer Money Osborn Acres
- Res. #1085 Authorizes Release of Developer Money Stoneleigh Woods Development

- Res. #1086 Ratifies the Town Board's Previous Authorization for Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 834 Sound Shore Road, Riverhead, New York
- Res. #1087 Extends Site Plan Approval of Viva L'Arte Center
- Res. #1088 Approves the Creation of a Wading River Historic District
- Res. #1089 Authorizes the Supervisor to Execute a License Agreement with Norman Osit (Charter Fishing Boat)
- Res. #1090 Authorizes the Supervisor to Execute a Lease Agreement Authorizing the Town to Lease an Automobile from Suffolk County-Office for the Aging for Transportation Use Regarding In-Home Delivery of Meal Services for Elderly Residents
- Res. #1091 Authorizes the Supervisor to Execute an Agreement with Air Mark Air Conditioning Corporation to Maintain Heating, Ventilation and Air Conditioning Systems at the Riverhead Town Hall Annex Building
- Res. #1092 Adopts a Local Law Amending Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (Agriculture Protection Zoning Use District (APZ))
- Res. #1093 Awards Bid for Pick Up and Removal of Yard Waste Debris from the Young's Avenue Yard Waste Collection Facility
- Res. #1094 Appoints a Representative of the CSEA Suffolk Local 852 Unit 8758 to the Transition Team Created to Ensure the Orderly, Economic and Timely Transfer of Dispatch Services from the Town of Riverhead to the County of Suffolk
- Res. #1095 Rescinds Portion of Bid Award #927 for Signage Item #'s 1,2,3,5 and 7
- Res. #1096 Awards Bid #927 for Signage Item #'s 1,2,3,5 and 7 to Wedel Signs, Inc.
- Res. #1097 Pays Bills

# WITHDRAWN

December 2, 2008

## TOWN OF RIVERHEAD

CDA RESOLUTION # 26

A RESOLUTION AMENDING CDA RESOLUTIONS #9 AND # 17 OF 2008.

COUNCILWOMAN BLASS

\_\_\_\_\_ offered the following

COUNCILMAN DUNLEAVY

resolution, which was seconded by \_\_\_\_\_

WHEREAS the Community Development Agency (the "Agency") adopted Resolution #9 of 2008 determining Vintage Square Properties, L.L.C. to be a Qualified and Eligible Sponsor, which resolution was to expire and be of no force and effect unless an Agreement of Sale is fully executed by June 15, 2008; and

WHEREAS the Agency adopted Resolution # 17 of 2008 granting Vintage Square Properties, L.L.C. request for additional time for an Agreement of Sale to be fully executed, extending the deadline to December 15, 2008; and

WHEREAS, Vintage Square Properties, L.L.C. has requested an additional extension of the deadline of the time for an Agreement of Sale to be fully executed; and

WHEREAS, the Agency has agreed to grant this request, provided that Vintage Square Properties, L.L.C. execute an agreement with the Agency to defray up to \$ 10,000 of the Agency's attorney fees incurred in the continued negotiation of the Agreement of Sale.

NOW, THEREFORE BE IT RESOLVED, by the Members of the Agency, as follows:

1. Paragraph 3 of CDA Resolution #9 of 2008 is hereby amended to provide that the designation of Vintage Square Properties, L.L.C. as a Qualified and Eligible Sponsor will expire and be of no force and effect unless an Agreement of Sale is fully executed on or before June 15, 2009, provided further that prior to December 10, 2008, Vintage Square Properties, L.L.C. execute and deliver an agreement, acceptable to the Town, to defray up to \$ 10,000 of the Agency's attorney fees incurred in the continued negotiation of the Agreement of Sale, together with its deposit of \$ 10,000.

2. That the Town Clerk is hereby directed to forward a certified copy of this resolution to Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP, 456 Griffing Avenue, Riverhead, New York 11901; Forchelli, Curto, Schwartz,

Mineo, Carlino & Cohn, LLP, 330 Old Country Road, Suite 301, Mineola, New York 11501; Chris Kempner, Director of the Community Development Agency; Richard Hanley, Director of Planning; and Dawn C. Thomas, Esq., Town Attorney.

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

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

December 2, 2008

**TOWN OF RIVERHEAD**

Adopted

**BUSINESS IMPROVEMENT DISTRICT**

**BUDGET ADJUSTMENT**

**RESOLUTION # 1040**

COUNCILMAN DUNLEAVY

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

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

		<u>FROM</u>	<u>TO</u>
118.064100.544160	BID Programs	6,100	
118.064100.542609	Promotions – Special Projects		6,100

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

December 2, 2008

TOWN OF RIVERHEAD

GENERAL FUND

BUDGET ADJUSTMENT

RESOLUTION # 1041

Adopted

COUNCILMAN BUCKLEY

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

**BE IT RESOLVED**, that the Supervisor be, and hereby is, authorized to establish the attached budget adjustment:

		<u>FROM</u>	<u>TO</u>
001. 090150. 581100	NYS POLICE RETIREMENT	300,000	
001. 090100. 581500	NYS RETIREMENT	86,500	
001. 013100. 511500	PERSONAL SERVICES (11F,2S)	62,500	
001. 013100. 549000	MISCELLANEOUS EXPENSES	60,800	
001. 016800. 543900	MISCELLANEOUS CONSULTANTS	30,000	
001. 019100. 549000	CONTINGENCY	26,000	
001. 067720. 511501	ADMINISTRATION PERSONAL SER	26,000	
001. 014200. 512500	OVERTIME NON-UNIFORM	27,020	
001. 090300. 582100	S.S. POLICE PERSONAL	16,800	
001. 036200. 524000	EQUIPMENT	14,000	
001. 036200. 523000	IMPROVEMENTS OTHER THAN BLD	10,980	
001. 036250. 511500	PERSONNEL SERVICES (5F,1P)	10,000	
001. 067720. 549000	MISCELLANEOUS	9,051	
001. 067720. 541530	REPAIRS & LABOR - AUTO	8,800	
001. 016200. 542500	SUPPLIES & SERVICE	8,500	
001. 034100. 524000	EQUIPMENT	6,000	
001. 036200. 514500	SICK TIME BUY BACK	5,900	
001. 067720. 514500	SICK PAY BUY BACK NON-UNIFO	5,500	
001. 071400. 546000	UTILITIES	5,000	
001. 016200. 545210	COPIER	4,100	
001. 012200. 512500	OVERTIME NON-UNIFORM	4,000	
001. 010100. 542609	ADVERTISING, TOWN BOARD NOT	2,900	
001. 034100. 513500	LONGEVITY NON-UNIFORM (1)	2,500	
001. 031200. 543401	TRAINING	2,105	
001. 036200. 541500	CAR EXPENSES	2,100	
001. 014300. 543401	PROF SERVICES - EDUCATIONAL	2,100	
001. 036250. 524000	EQUIPMENT	1,500	
001. 035100. 542400	UNIFORMS	1,275	

	<u>FROM</u>	<u>TO</u>
001. 016250. 541150	REPAIRS & MAINTENANCE	900
001. 035100. 524000	EQUIPMENT	610
001. 035100. 542251	DOG FOOD	600
001. 014300. 543350	PROFESSIONAL SERVICES - BAC	500
001. 014300. 543400	EDUCATION EXPENSE	500
001. 014300. 543920	COUNSELING SERVICES E.A.P.	530
001. 035100. 546400	WATER EXPENSE	385
001. 031200. 543403	POLICE CONFERENCES	395
001. 031200. 544300	AWARDS & PUBLIC RELATIONS	300
001 035100. 542504	CLEANING SUPPLIES	220
001. 016800. 541409	MAINTENANCE CONTRACT	500
001. 014200. 542802	SUPPLEMENTAL LAW BOOKS & SU	2,500
001. 016250. 524000	EQUIPMENT	2,500
001. 016250. 513500	LONGEVITY (6)	2,700
001. 031200. 524101	NEW VEHICLES (1 TRUCK)	2,800
001. 010100 542607	TOWN BOARD ORDINANCE CODIFI	2,900
001. 016220. 524000	EQUIPMENT	2,950
001. 070200. 541000	REPAIR & MAINTENANCE EXPENS	3,000
001. 035100. 541150	BUILDING REPAIRS	3,120
001. 010100. 511500	PERSONAL SERVICES (5F)	3,200
001. 036250. 541500	MOTOR VEHICLE MAINTENANCE	3,500
001. 070200. 542113	POSTAGE	3,800
001. 012200. 511500	PERSONAL SERVICES (4F)	4,000
001. 014300. 511500	PERSONAL SERVICES (1)	4,100
001. 075200. 540000	CONTRACTUAL EXPENSES	4,150
001. 034100. 512500	OVERTIME NON-UNIFORM	4,800
001. 011100. 512500	OVERTIME NON-UNIFORM	5,000
001. 071800. 518607	BEACH ATTENDANT	5,000
001. 081600. 546300	FUEL, OIL & GREASE	5,000
001. 014300. 543230	PROFESSIONAL SERVICES - DRU	5,100
001. 016240. 546000	LIGHTS, HEAT & WATER EXP	5,300
001. 081600. 545300	RENTS & LEASES - LAND	5,400
001. 067720. 513500	LONGEVITY NON-UNIFORM	5,500
001. 034100. 541500	MOTOR VEHICLE MAINTENANCE	8,000
001. 036250. 512500	OVERTIME NON-UNIFORM	8,000
001. 016200. 542113	POSTAGE	8,500
001. 067720. 542221	NUTRITION FOOD EXPENSES	8,800
001. 067720. 524000	EQUIPMENT	9,051
001. 011100. 543960	STENOGRAPHIC SERVICES	9,100
001. 071100. 518607	SEASONAL EMPLOYEES	10,000
001. 070200. 511500	PERSONAL SERVICES (6F,1P/T)	10,100
001. 080100. 543310	PROFESSIONAL SVCS-ATTORNEY	13,700
001. 036200. 512500	OVERTIME	15,000
001. 090300. 582500	S.S. NON-UNIFORMED PERSONNEL	16,800
001. 050100. 523000	IMPROVEMENTS OTHER THAN BLD	16,900
001. 031200. 546303	GASOLINE	18,000
001. 013100. 543900	MISCELLANEOUS CONSULTANTS	19,500
001. 036200. 511500	PERSONAL SERVICES (12F,5P/T)	20,000
001. 050100. 511500	PERSONNEL SERVICES NON-UNIF	20,400
001. 067720. 512500	OVERTIME NON-UNIFORM	23,000
001. 080200. 511500	PLANNING STAFF (5F)	31,400
001. 014200. 511500	PERSONAL SERVICES (3F,2P/T)	50,000
001. 016800. 524000	EQUIPMENT	58,000
001. 011100. 511500	PERSONAL SERVICES (7F,2P/T)	59,000
001. 086860. 511500	PERSONAL SERVICES (3F)	60,500
001. 010100. 543301	LITIGATION, APPRAISALS AND	65,000
001. 013200. 543100	CONTRACTUAL EXPENSES	101,300

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No



December 2, 2008

**TOWN OF RIVERHEAD**

**Adopted**

**RIVERHEAD SEWER DISTRICT**

**BUDGET ADJUSTMENT**

**RESOLUTION # 1042**

COUNCILMAN WOOTEN

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

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

		<u>FROM</u>	<u>TO</u>
114.090600.584500	HOSPITALIZATION	38,000	
114.081300.524000	EQUIPMENT	13,500	
114.081300.523011	PLANT IMPROVEMENTS	6,520	
114.081300.541425	GENERATOR MAINTENANCE	5,000	
114.090300.582500	SOCIAL SECURITY	2,000	
114.090100.581500	NYS RETIREMENT	4,000	
114.081300.543320	PROFESSIONAL SVC-ATTY	3,000	
114.081100.547100	SPECIAL ITEMES - PROPERTY		120
114.081300.541412	ALARM SYSTEM		2,200
114.081300.542503	CLORINE & CHEMICAL		3,200
114.081300.546203	PLANT ELECTRICITY & GAS		40,000
114.081100.511500	PERSONAL SERVICES		21,500
114.081300.543504	ENGINEERING		5,000

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

December 2, 2008

Adopted

**TOWN OF RIVERHEAD**

**RIVERHEAD SCAVENGER WASTE DISTRICT**

**BUDGET ADJUSTMENT**

**RESOLUTION #** 1043

COUNCILWOMAN BLASS

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

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

	<u>FROM</u>	<u>TO</u>
128.081890.541400 Equipment Repair & Maintenance	2,200	
128.081890.546300 Gas & Diesel		100
128.081890.546400 Utilities - Water		800
128.081890.546203 Utilities - Electric/Plant		1,300

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

December 2, 2008

Adopted

TOWN OF RIVERHEAD

CALVERTON SEWER DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 1044

COUNCILMAN DUNLEAVY

offered the following resolution,

which was seconded by COUNCILMAN BUCKLEY

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

		<u>FROM</u>	<u>TO</u>
124.081300.541100	BUILDING REPAIRS & MAINT	900	
124.081300.543504	PROFESSIONAL SVC-ENGINEER	10,000	
124.081300.546400	UTILITIES - WATER	27,000	
124.081300.511500	PERSONNEL SERVICES (1)		800
124.081300.543320	PROFESSIONAL SVCS-ATTORNEY		500
124.081300.547100	SPECIAL ITEMS - PROPERTY TA		36,600

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

December 2, 2008

Adopted

TOWN OF RIVERHEAD  
AMBULANCE DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 1045

COUNCILMAN BUCKLEY

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

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

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

		<u>FROM</u>	<u>TO</u>
120.045400.546201	UTILITIES - RHD ELECTRIC	1,400	
120.045400.546303	UTILITIES - FUEL/GAS		900
120.045400.546306	UTILITIES - FUEL/OIL		500

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

December 2, 2008

**TOWN OF RIVERHEAD**  
**STREET LIGHTING DISTRICT**  
**BUDGET ADJUSTMENT**  
**RESOLUTION # 1046**

**Adopted**

COUNCILMAN WOOTEN

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

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

		<u>FROM</u>	<u>TO</u>
116.051820.512500	Overtime Non-Uniform	3,700	
116.051820.511500	Personal Services		1,200
116.051820.541414	Street Lighting Maintenance		2,500

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

December 2, 2008

Adopted

TOWN OF RIVERHEAD  
EAST CREEK DOCKING FACILITY  
BUDGET ADJUSTMENT  
RESOLUTION # 1047

COUNCILWOMAN BLASS

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

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

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

		<u>FROM</u>	<u>TO</u>
122.072300.523011	PLANT IMPROVEMENTS	3,700	
122.072300.511500	PERSONNEL SERVICES		3,700

**THE VOTE**

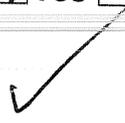
Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No



December 2, 2008

# Adopted

## TOWN OF RIVERHEAD

### RIVERHEAD WATER DISTRICT

#### BUDGET ADJUSTMENT

RESOLUTION # 1048

COUNCILMAN DUNLEAVY

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

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

		<u>FROM</u>	<u>TO</u>
112.083200.541100	REPAIRS	75,000	
112.090600.584500	HOSPITAL, DENTAL, OPTICAL I	100,600	
112.083200.543000	PROFESSIONAL SERVICES	29,000	
112.090100.581500	NY STATE RETIREMENT	29,000	
112.083200.542506	PLANT SUPPLIES	8,000	
112.083200.543401	EDUCATION TRAINING	5,000	
112.083200.543506	PROFESSIONAL SVC-LAB	5,000	
112.083100.514500	SICK BUY BACK	3,450	
112.083100.547100	PROPERTY TAX		200
112.090300.582500	SOCIAL SECURITY		600
112.083100.542113	SUPPLIES - POSTAGE		2,500
112.083100.513500	LONGEVITY (14)		3,450
112.083200.546100	UTILITIES - TELEPHONE		4,200
112.083200.546000	POWER, LIGHT & FUEL		119,000
112.083100.511500	PERSONAL SERVICES		125,100

#### THE VOTE

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

December 2, 2008

Adopted

**TOWN OF RIVERHEAD**

**REFUSE AND GARBAGE DISTRICT**

**BUDGET ADJUSTMENT**

**RESOLUTION # 1049**

COUNCILMAN BUCKLEY

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

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

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

		<u>FROM</u>	<u>TO</u>
115.090600.584500	NON UNIFORM HOSPITALIZATION	19,400	
115.081600.512500	OVERTIME NON-UNIFORM	8,800	
115.090100.581500	NON UNIFORM RETIREMENT	1,800	
115.081600.547510	D.E.C. STIPULATION EXPENSE		30,000

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No



December 2, 2008

# Adopted

TOWN OF RIVERHEAD

HIGHWAY DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 1050

COUNCILMAN WOOTEN

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

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

		<u>FROM</u>	<u>TO</u>
111.51100.514500	SICK TIME BUY BACK	30,000	
111.90100.581500	NYS RETIREMENT	25,000	
111.90300.582500	SOCIAL SECURITY	13,600	
111.51100.511500	SALARIES (32F)	1,375	
111.51100.513500	LONGEVITY		1,375
111.51100.546303	GAS, OIL AND GREASE		68,600

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

December 2, 2008

TOWN OF RIVERHEAD

Adopted

AUTHORIZATION TO DISCARD FIXED ASSETS

RESOLUTION # 1051

COUNCILWOMAN BLASS

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

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

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

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

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

<u>Department</u>	<u>Tag #</u>	<u>Description</u>
Police	21010	Cabinet
Police	23374	Air Cleaner
Police	23311	2 Drawer File Cabinet
Police	21972	Laser Printer
Police	4746	Mega Phone
Police	22197	Tuffy Cart
Police	22143	Magnifying Lamp
Police	22726	Desk Lamp
JAB	6910	Calculator
Police	26128	Gun Locker

THE VOTE

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

TOWN OF RIVERHEAD

Adopted

Resolution # 1052

**AUTHORIZES THE RELEASE OF SECURITY OF FOXWOOD, LLC  
(ADDITION OF A CLUBHOUSE)**

COUNCILMAN DUNLEAVY offered the following resolution,

which was seconded by COUNCILMAN BUCKLEY

**WHEREAS**, by Resolution #1094 adopted on November 16, 2004, the Town Board accepted Suffolk County National Bank Irrevocable Letter of Credit #041029 in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) from Foxwood, LLC representing the 5% site plan bond as noted in the approved site plan, Town Board Resolution #656 dated July 20, 2004, for the construction of the clubhouse on real property located on Middle Road, Calverton, New York, further described as Suffolk County Tax Map #0600-101-1-6.3; and

**WHEREAS**, by Site Plan Inspection Memorandum of Vincent A. Gaudiello, P.E., dated December 3, 2007, it has been determined that construction has been completed to the Building Department's satisfaction, a certificate of occupancy has been issued and the Planning Department is satisfied with site requirements.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned Irrevocable Letter of Credit in the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00); and

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Foxwood, LLC, 1407 Middle Road, Unit 1, Calverton, New York, 11933 and copies to Raynor Group, P.E., L.S., & P.L.L.C., P.O. Box 720, Water Mill, New York, 11976, Attn: Vincent Gaudiello, P.E., the Building Department; the Planning Department and the Town Attorney's Office.

**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

# Adopted

12/2/08

## TOWN OF RIVERHEAD

Resolution # 1053

**ACCEPTS 100% SITE PLAN SECURITY OF LE CLOS THERESE L.P.**  
**D/B/A CONTESSE THERESE**  
**(Aquebogue Bistro, Aquebogue)**

COUNCILMAN BUCKLEY

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

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

**WHEREAS**, Contesse Therese has posted a JP Morgan Chase Bank Irrevocable Standby Letter of Credit No. CTCS-703262 in the sum of Twenty One Thousand (\$21,000.00) Dollars representing the 100% site plan security in connection with Riverhead Planning Board Resolution #11, dated May 23, 2008, for the conversion of an existing two and one half story dwelling into a 28 seat restaurant located on the north side of Main Road, (Route 25) Aquebogue, New York, further described as Suffolk County Tax Map #0600-67-2-27, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby accepts JP Morgan Chase Bank Irrevocable Standby Letter of Credit No. CTCS-703262 in the sum of Twenty One Thousand (\$21,000.00) Dollars, naming the Town of Riverhead as beneficiary, representing the 100% site plan security in connection with Riverhead Planning Board Resolution #11 dated May 23, 2008; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to JP Morgan Chase Bank, N.A., c/o JP Morgan Treasury Services, Global Trade Services, 10420 Highland Manor Drive, Tampa, FL 33610 and copies to the Planning Department, the Building Department of the Office of the Town Attorney.

<b>THE VOTE</b>					
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
<b>THE RESOLUTION <input checked="" type="checkbox"/> WAS <input type="checkbox"/> WAS NOT</b>					
<b>THEREFORE FULLY ADOPTED</b>					

December 2, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 1054

**APPROVES THE TRANSFER OF A WATER TREATMENT PLANT OPERATOR TRAINEE IN THE WATER DISTRICT TO THE POSITION OF AN AUTOMOTIVE EQUIPMENT OPERATOR IN THE HIGHWAY DEPARTMENT**

COUNCILMAN WOOTEN

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

**WHEREAS**, a vacancy exists for the position of Automotive Equipment Operator in the Highway Department, and

**WHEREAS**, the job was duly posted for, job posting #16, and

**WHEREAS**, the Town Board and the Superintendent of Highway wishes to transfer William Renten, Jr. to this position.

**NOW, THEREFORE, BE IT RESOLVED**, that effective December 7, 2008, the Town Board hereby transfers William Renten, Jr. to the position of Automotive Equipment Operator in the Highway Department as found on Group 6, Step 3A of the Operational and Technical Salary Schedule, and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to William Renten, the Superintendent of Highway, the Water District Superintendent, the Personnel Officer and the Office of Accounting.

**The Vote**

Wooten  Yes  No

Buckley  Yes  No

Dunieavy  Yes  No

Blas  Yes  No

Cardinale  Yes  No

THE RESOLUTION  WAS  WAS NOT

**THEREFORE DULY ADOPTED**

Adopted

December 2, 2008

TOWN OF RIVERHEAD

Resolution # 1055

RATIFIES THE APPROVAL OF A LEAVE OF ABSENCE FOR A POLICE OFFICER

COUNCILWOMAN BLASS

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

WHEREAS, Police Officer Timothy McAllister is a Reservist of the United States Department of the Navy serving as a LCDR; and

WHEREAS, Police Officer McAllister has military orders calling him to active duty under the authority of Title 10, U.S. Code Section 12301; and

WHEREAS, Police Officer McAllister has made application to the Chief of Police and the Riverhead Town Board for a leave of absence from December 1, 2008 through September 30, 2009.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby ratifies their approval of the application for the aforementioned leave of absence; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Police Officer Timothy McAllister, the Chief of Police, and Personnel Officer, and the Office of Accounting.

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

December 2, 2008

# Adopted

## TOWN OF RIVERHEAD

RESOLUTION # 1056

### APPOINTS TEMPORARY CLERK TO THE TAX RECEIVER'S OFFICE

COUNCILMAN DUNLEAVY

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

**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 pending a completed background investigation, Krista Flammia is hereby appointed as temporary clerk 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 Krista Flammia, Maryann Wowak Heilbrunn, Receiver of Taxes, the Personnel Officer, and the Office of Accounting.

#### 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**

December 2, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 1057

**APPOINTS A PAYROLL SUPERVISOR**

COUNCILMAN BUCKLEY

\_\_\_\_\_ offered the following

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

**WHEREAS**, Carol DelVecchio has been serving as a provisional appointment in the position of Payroll Supervisor; and

**WHEREAS**, Civil Service has established a certified list of Eligibles, list # 08-0441-261 for the position of Payroll Supervisor and Carol DelVecchio is reachable on that list.

**NOW, THEREFORE, BE IT RESOLVED**, that effective December 3, 2008, this Town Board hereby removes the provisional status of Carol DelVecchio and appoints her to the position of Payroll Supervisor at no change in salary.

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

The Vote

Wooten  Yes  No      Buckley  Yes  No

Dunleavy  Yes  No      Blass  Yes  No

Cardinale  Yes  No

THE RESOLUTION    WAS    WAS NOT

THEREFORE DULY ADOPTED

12/02/08

Adopted

**Town of Riverhead**

RESOLUTION # 1058

**Accepts Resignation of Anti-Litter Committee Member**

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

**WHEREAS**, the Anti-Litter Advisory Committee has been informed of a committee member resigning from the committee; and

**WHEREAS**, the Advisory Committee has accepted the resignation of Bernadette Voras.

**NOW, THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby recognizes and accepts her resignation and it is understood there will now be one vacancy on this committee and;

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Bernadette Voras.

**THE VOTE**

Dunleavy  Yes \_\_\_\_\_ No      Blass  Yes \_\_\_\_\_ No  
Buckley  Yes \_\_\_\_\_ No      Wooten  Yes \_\_\_\_\_ No  
Cardinale  Yes \_\_\_\_\_ No

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

December 2, 2008

# Adopted

## TOWN OF RIVERHEAD

Resolution No. 1059

### APPOINTS MEMBER TO THE HANDICAPPED ADVISORY COMMITTEE

COUNCILWOMAN BLASS

offered the following resolution which was seconded by

COUNCILMAN DUNLEAVY

**WHEREAS**, Resolution #763 of August 2, 2005 adopted guidelines for Town Board Advisory Committees; and

**WHEREAS**, guideline #1 states that each committee will consist of no less than seven and no more than nine members, and

**WHEREAS**, a vacancy presently exists on the Handicapped Advisory Committee.

**NOW THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby appoints Jude Petroski to serve on the Handicapped Advisory Committee.

**BE IT FURTHER RESOLVED**, that the Town Clerk shall hereby forward a copy of this resolution to Jude Petroski, 150 Arrowhead Avenue, Riverhead NY 11901, and members of the Handicapped Advisory Committee.

#### THE VOTE

Dunleavy  Yes  No

Blass  Yes

Buckley  Yes  No

Wooten  Yes  No

Cardinale  Yes  No

THIS RESOLUTION  WAS  WAS NOT

THEREFORE DULY ADOPTED

December 2, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 1060

Appoints Members to the Animal Advisory Committee

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

WHEREAS, pursuant to Advisory Committee guidelines adopted by the Riverhead Town Board, two vacancies exist on the Animal Advisory Committee; and

WHEREAS, it is desirable for each Advisory Committee to have adequate representation; and

WHEREAS, Linda O’Kula and Connie Farr have expressed interest in serving as volunteers on the Animal Advisory Committee.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby appoints Linda O’Kula and Connie Farr to the Animal Advisory Committee; 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 Animal Advisory Committee, Linda O’Kula and Connie Farr.

THE VOTE

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

THIS RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED

December 2, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
NORTHSIDE ROAD SUBDIVISION

RESOLUTION # 1061

COUNCILMAN BUCKLEY

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

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

COUNCILMAN WOOTEN

**WHEREAS**, Schembri Homes deposited monies for expansion of the Riverhead Water District Capital Project 60074, with the Town of Riverhead on October 22, 2001 (B-29543) & January 29, 2002 (C-2908) totaling Forty Three Thousand Dollars (\$43,000.00)

**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 was refunded Thirteen Thousand Six Hundred Thirty Four Dollars and Thirty Two Cents (\$13,634.32) on November 7, 2002 (Voucher #20028631), however the developer is due back an additional One Hundred Four Dollars and Fifty Two Cents (\$104.52)

**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 Hundred Four Dollars and Fifty Two Cents (\$104.52) to Schembri Homes, the Accounting Department is also authorized to complete all budget transfer and adjustments necessary in closing the aforementioned project, and;

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Schembri Homes, 1039 Sound Ave, Calverton, NY 11933; 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

December 2, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
THE VILLAGES AT WADING RIVER

RESOLUTION # 1062

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

**WHEREAS**, Harvest Moon Associates deposited monies for expansion of the Riverhead Water District Capital Project 60032, with the Town of Riverhead on March 3, 1998 (8-6213) & January 13, 1999 (9-1318) totaling One Hundred Twenty Two Thousand Two Hundred Dollars (\$122,200.00)

**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 Eight Thousand Nine Hundred Fifty Five Dollars and Twenty Five Cents (\$8,955.25)

**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 Nine Hundred Fifty Five Dollars and Twenty Five Cents (\$8,955.25) to Harvest Moon Associates, the Accounting Department is also authorized to complete all budget transfer and adjustments necessary in closing the aforementioned project, and;

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Harvest Moon Associates, PO Box 578, Calverton, NY 11933; 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

December 2, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
FOXWOOD VILLAGE II

RESOLUTION # 1063

COUNCILWOMAN BLASS

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

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

**WHEREAS**, Foxwood Corporation deposited monies for expansion of the Riverhead Water District (ext. 58) Capital Project 60058, with the Town of Riverhead on May 7, 2001 (B-12708) and July 6, 2001 (B-18701) totaling One Hundred and Ten Thousand Dollars (\$110,000)

**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 Eleven Thousand Nine Hundred Fifteen Dollars and Twenty Eight Cents (\$11,915.28)

**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 Eleven Thousand Nine Hundred Fifteen Dollars and Twenty Eight Cents (\$11,915.28) to Foxwood Corporation, the Accounting Department is also authorized to complete all budget transfer and adjustments necessary in closing the aforementioned project, and;

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Foxwood Corporation, 1407 Middle Road Unit #1, Calverton, NY 11933; 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

December 2, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
MEADOWCREST IV AT SETTLERS LANDING

RESOLUTION # 1064

COUNCILMAN DUNLEAVY

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

**WHEREAS**, Meadowcrest Corporation deposited monies for expansion of the Riverhead Water District (ext. 58) Capital Project 60065, with the Town of Riverhead on March 8, 2001 (B-6719), July 18, 2001 (B-19908) & November 1, 2001 (B-30501) totaling Two Hundred and Nine Thousand Dollars (\$209,000.00)

**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 Seventeen Thousand Six Hundred Three Dollars and Twenty Five Cents (\$17,603.25)

**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 Seventeen Thousand Six Hundred Three Dollars and Twenty Five Cents (\$17,603.25) to Meadowcrest Corporation, the Accounting Department is also authorized to complete all budget transfer and adjustments necessary in closing the aforementioned project, and;

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Meadowcrest Corporation, PO Box 846, Quogue, NY 11959; 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

December 2, 2008

# Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
SOUTH TWOMEY AVE (HARTILL CONTRACTING)

RESOLUTION # 1065

COUNCILMAN BUCKLEY

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

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

**WHEREAS**, Hartill Contracting, LLC, deposited monies for expansion of the Riverhead Water District, Capital Project 30019, with the Town of Riverhead on October 22, 2001 (B-29520) totaling Six Thousand Three Hundred Twenty Dollars (\$6320.00)

**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 Dollars (\$41.00)

**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 Dollars (\$41.00) to Hartill Contracting, LLC; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a Certified Copy of this Resolution to Hartill Contracting LLC, 60 Josie Court, 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

December 2, 2008

# Adopted

**TOWN OF RIVERHEAD**

**AUTHORIZES RELEASE OF DEVELOPER MONEY**  
**SPLISH SPLASH WATER PARK 2006**  
**RESOLUTION # 1066**

**COUNCILMAN WOOTEN**

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

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

**COUNCILWOMAN BLASS**

**WHEREAS**, Festival Fun Parks, LLC (d/b/a Splish Splash) deposited monies for expansion of the Riverhead Water District, Capital Project 60085, with the Town of Riverhead on April 1, 2005 (F-9103) & July 18, 2006 (G-19914) totaling Sixty Eight Thousand Five Hundred Dollars (\$68,500.00)

**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 Five Thousand Nine Hundred Seventy One Dollars and Thirty Seven Cents (\$5,971.37)

**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 Five Thousand Nine Hundred Seventy One Dollars and Thirty Seven Cents (\$5,971.37) to Festival Fun Parks, LLC (d/b/a Splish Splash); and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Festival Fun Parks, Splish Splash, 2549 Splish Splash Drive, Calverton, NY 11933; 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

Adopted

December 2, 2008

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
BAITING HOLLOW FARMS  
RESOLUTION # 1067

COUNCILWOMAN BLASS

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

COUNCILMAN DUNLEAVY

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

**WHEREAS**, Zoumas Contracting deposited monies for expansion of the Riverhead Water District, Capital Project 30078, with the Town of Riverhead on December 19, 2002 (C-35322) & April 20, 2004 (E-11103) totaling One Hundred Seventy Eight Thousand Dollars (\$178,000.00)

**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 Eleven Thousand Eighteen Dollars and Twenty One Cents (\$11,018.21)

**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 Eleven Thousand Eighteen Dollars and Twenty One Cents (\$11,018.21) 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

December 2, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
MILLBROOK GABLES DEVELOPMENT  
RESOLUTION # 1068

COUNCILMAN DUNLEAVY

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

**WHEREAS**, Festival Pulte Homes deposited monies for expansion of the Riverhead Water District, Capital Project 30022, with the Town of Riverhead on March 20, 2003 (D-7907) & May 12, 2004 (E-13304) totaling Sixty Four Thousand Three Hundred Fifty Dollars (\$64,350.00)

**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 Three Thousand Two Hundred Fifty Nine Dollars and Sixty Seven Cents (\$3,259.67)

**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 Three Thousand Two Hundred Fifty Nine Dollars and Sixty Seven Cents (\$3,259.67) to Pulte Homes; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Pulte Homes, 570 Expressway Drive South, Medford, NY 11763; 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

December 2, 2008

Adoptea

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
NORTH FORK GOLF RESORTS PHASE II  
RESOLUTION # 1069

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

**WHEREAS**, Riverhead Reeves Associates deposited monies for expansion of the Riverhead Water District, Capital Project 60086, with the Town of Riverhead on September 1, 2005 (F-24408 & F-24409) totaling Two Hundred Seventy Six Thousand (\$276,000.00)

**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 Seventeen Thousand Nine Hundred Twenty Seven Dollars and Ninety Four Cents (\$17,927.94)

**WHEREAS**, that the Town of Riverhead Administration fee should be released to General Town (\$8,572.00) and to the Riverhead Water District (\$6,428.00) in the total amount of Fifteen Thousand Dollars (\$15,000.00).

**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 Seventeen Thousand Nine Hundred Twenty Seven Dollars and Ninety Four Cents (\$17,927.94) to Riverhead Reeves Associates; and Eight Thousand Five Hundred Seventy Two Dollars (\$8,572.00) to General Town Administration Fee; and Six Thousand Four Hundred Twenty Eight Dollars (\$6,428.00) to the Water District Administration Fee; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Riverhead Reeves Associates, 4681 Sound 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

December 2, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
TSUNIS PROPERTY

RESOLUTION # 1070

COUNCILMAN WOOTEN

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

which was seconded by \_\_\_\_\_ COUNCILWOMAN BLASS \_\_\_\_\_.

**WHEREAS**, TAB, LLC deposited monies for expansion of the Riverhead Water District Capital Project 60059, with the Town of Riverhead on March 8, 2001 (B-6720), June 28, 2001 (B-17921) & December 4, 2001 (B-33824) totaling Fifty Thousand Dollars (\$50,000.00)

**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 Two Hundred Fifty Nine Dollars and Fifty Three Cents (\$8,259.53)

**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 Two Hundred Fifty Nine Dollars and Fifty Three Cents (\$8,259.53) to TAB, LLC., the Accounting Department is also authorized to complete all budget transfer and adjustments necessary in closing the aforementioned project, and;

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to TAB, LLC., 1 Rabro Drive, Suite 100, Hauppauge, NY 11788; 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

December 2, 2008

# Adopted

**TOWN OF RIVERHEAD**

**AUTHORIZES RELEASE OF DEVELOPER MONEY**

**REEVES GOLF**

**RESOLUTION # 1071**

COUNCILWOMAN BLASS

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

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

**WHEREAS**, Peter Danowski attorney for Reeves Golf deposited monies for expansion of the Riverhead Water District, Capital Project 60075, with the Town of Riverhead on March 1, 2002 (C-6002) & December 4, 2002 (C-33814) totaling Three Hundred Ninety Six Thousand Dollars (\$396,000.00)

**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 Three Hundred Eight Dollars and Sixty Two Cents (\$308.62)

**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 Three Hundred Eight Dollars and Sixty Two Cents (\$308.62); and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Peter Danowski attorney for Reeves Golf, 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

December 2, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
BIRCHWOOD AT WADING RIVER SECTION I

RESOLUTION # 1072

COUNCILMAN DUNLEAVY

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

which was seconded by \_\_\_\_\_  
COUNCILMAN BUCKLEY

**WHEREAS**, Birchwood at Wading River deposited monies for expansion of the Riverhead Water District Capital Project 30161, with the Town of Riverhead on January 7, 2003 (D-728) totaling One Hundred Ninety Eight Thousand Dollars (\$198,000.00)

**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 was refunded Fifty Seven Thousand Four Hundred Ninety Seven Dollars and Sixty Two Cents (\$57,497.62) on January 22, 2004 (Voucher #04000604), however the developer is due back an additional One Hundred Forty Four Dollars and Ninety Cents (\$144.90)

**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 Hundred Forty Four Dollars and Ninety Cents (\$144.90) to Birchwood at Wading River, the Accounting Department is also authorized to complete all budget transfer and adjustments necessary in closing the aforementioned project, and;

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Peter Danowski attorney for Birchwood at Wading River, 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

December 2, 2008

# Adopted

**TOWN OF RIVERHEAD**

**AUTHORIZES RELEASE OF DEVELOPER MONEY**  
**THE WOODS AT CHERRY CREEK**  
**RESOLUTION # 1073**

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

**WHEREAS**, Woods at Cherry Creek deposited monies for expansion of the Riverhead Water District, Capital Project 60066, with the Town of Riverhead on April 16, 2001 (B-10628) & March 11, 2002 (C-7006) totaling Fifty Three Thousand Dollars (\$53,000.00),

**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 Seven Thousand Four Hundred Ninety One Dollars and Thirty Six Cents (\$7,491.36)

**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 Seven Thousand Four Hundred Ninety One Dollars and Thirty Six Cents (\$7,491.36); and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Woods at Cherry Creek, 967 Reeves 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

December 2, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF ADMINISTRATION FEE  
HARVARD NICHOLS SUBDIVISION

RESOLUTION # 1074

COUNCILMAN WOOTEN

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

which was seconded by \_\_\_\_\_  
COUNCILWOMAN BLASS

**WHEREAS**, Harvard Nichols deposited monies for expansion of the Riverhead Water District, Capital Project 60081, with the Town of Riverhead on August 27, 2003 (D-23916), July 19, 2005 (F-20011) & September 7, 2005 (F-25011) totaling Sixty Four Thousand Three Hundred Dollars (\$64,300.00)

**WHEREAS**, Holzmacher, McLendon & Murrell, P.C. (H2M) and the Riverhead Water District had determined that all work for this extension has been completed and the developer is not due a refund,

**WHEREAS**, that the Town of Riverhead is due an Administration fee for this project in the amount of (\$1,371.36) to General Town and (\$1,028.64) to the Riverhead Water District totaling Two Thousand Four Hundred (\$2,400.00).

**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 Two Thousand Four Hundred Dollars to the General Town and the Riverhead Water District;

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to 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

December 2, 2008

Adopted

**TOWN OF RIVERHEAD**

**AUTHORIZES RELEASE OF DEVELOPER MONEY**  
**SUNKEN POND ESTATES SECTION 2**

**RESOLUTION # 1075**

COUNCILWOMAN BLASS

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

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

**WHEREAS**, Sunken Pond Estates deposited monies for expansion of the Riverhead Water District, Capital Project 60102, with the Town of Riverhead on April 30, 2002 (C-12017) & August 1, 2002 (C-21313) totaling Two Hundred Ten Thousand Dollars (\$210,000.00)

**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 Twenty One Thousand Eight Hundred Forty Eight Dollars and Twenty Eight Cents (\$21,848.28)

**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 Forty Eight Dollars and Twenty Eight Cents (\$21,848.28) to Sunken Pond Estates, and the Accounting Department is also authorized to complete all budget transfer and adjustments necessary in closing the aforementioned project, 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

December 2, 2008

Adopted

**TOWN OF RIVERHEAD**

**AUTHORIZES RELEASE OF ADMINISTRATION FEE  
SUNKEN POND ESTATES SECTION 3**

**RESOLUTION # 1076**

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 60103, with the Town of Riverhead on October 18, 2001 (B-29120) & September 12, 2003 (D-25516) totaling One Hundred Twenty One Thousand Dollars (\$121,000.00)

**WHEREAS**, Holzmacher, McLendon & Murrell, P.C. (H2M) and the Riverhead Water District had determined that all work for this extension has been completed and the developer was refunded Seventeen Thousand Two Hundred Ninety Eight Dollars and Ninety Seven Cents (\$17,298.97) by resolution 2007-2415 on May 3, 2007

**WHEREAS**, that the Town of Riverhead is due an Administration fee for this project in the amount of (\$3,263.70) to General Town and (\$2447.58) to the Riverhead Water District totaling Five Thousand Seven Hundred Eleven Dollars and Twenty Eight Cents (\$5,711.28).

**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 Five Thousand Seven Hundred Eleven Dollars and Twenty Eight Cents (\$5,711.28) to the General Town and the Riverhead Water District;

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to 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

# Adopted

December 2, 2008

**TOWN OF RIVERHEAD**

**AUTHORIZES RELEASE OF DEVELOPER MONEY**  
**AQUEBOGUE GOLF RESORTS PHASE I**  
**RESOLUTION # 1077**

COUNCILMAN BUCKLEY

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

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

**WHEREAS**, Riverhead Sound Associates deposited monies for expansion of the Riverhead Water District, Capital Project 60079, with the Town of Riverhead on April 4, 2003 (D-9414), January 26, 2004 (E-2605) & May 18, 2004 (E-13905) totaling Two Hundred Twelve Thousand Nine Hundred Thirty Dollars (\$212,930.00)

**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 Thirty Four Thousand Four Hundred Sixty Three Dollars and Twenty Seven Cents (\$34,463.27)

**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 Thirty Four Thousand Four Hundred Sixty Three Dollars and Twenty Seven Cents (\$34,463.27) to Riverhead Sound Associates; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Riverhead Sound Associates, 4681 Sound 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

December 2, 2008

# Adopted

**TOWN OF RIVERHEAD**

**AUTHORIZES RELEASE OF DEVELOPER MONEY**  
**AQUEBOGUE GOLF RESORTS PHASE II**  
**RESOLUTION # 1078**

COUNCILMAN WOOTEN

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

which was seconded by \_\_\_\_\_ COUNCILWOMAN BLASS

**WHEREAS**, Riverhead Sound Associates deposited monies for expansion of the Riverhead Water District, Capital Project 60179, with the Town of Riverhead on August 10, 2004 (E-22302) totaling One Hundred Fifty Five Thousand Eight Hundred Fifty Dollars (\$155,850.00)

**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 Three Thousand Two Hundred Thirty Six Dollars and Forty Six Cents (\$23,236.46)

**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 Three Thousand Three Hundred Forty Eight Dollars and Sixty Six Cents (\$23,348.66) to Riverhead Sound Associates; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Riverhead Sound Associates, 4681 Sound 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

December 2, 2008

Adopted

**TOWN OF RIVERHEAD**

**AUTHORIZES RELEASE OF DEVELOPER MONEY**  
**NORTH FORK GOLF RESORTS PHASE I**  
**RESOLUTION # 1079**

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

**WHEREAS**, Riverhead Reeves Associates deposited monies for expansion of the Riverhead Water District, Capital Project 60078, with the Town of Riverhead on April 4, 2003 (D-9416), January 26, 2004 (E-2606) & October 5, 2004 (E-27909) totaling Three Hundred Fifty Four Thousand Two Hundred Dollars (\$354,200.00),

**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 Ten Thousand Six Hundred Fifty Four Dollars and Forty Three Cents (\$10,654.43)

**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 Ten Thousand Six Hundred Fifty Four Dollars and Forty Three Cents (\$10,654.43); and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Riverhead Reeves Associates, 4681 Sound 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

December 2, 2008

Adopted

**TOWN OF RIVERHEAD**

**AUTHORIZES RELEASE OF DEVELOPER MONEY**  
**SHADE TREE ACRES SECTION II**  
**RESOLUTION # 1080**

COUNCILMAN DUNLEAVY

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

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

COUNCILMAN BUCKLEY

**WHEREAS**, Richard Olivo, Shade Tree Acres Section II deposited monies for expansion of the Riverhead Water District, Capital Project 60157, with the Town of Riverhead on May 9, 2002 (C-12916) & October 18, 2002 (C-29112) totaling Thirty Three Thousand Dollars (\$33,000.00)

**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 Four Thousand Nine Hundred Sixty Eight Dollars and Sixty Eight Cents (\$4,968.68)

**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 Four Thousand Nine Hundred Sixty Eight Dollars and Sixty Eight Cents (\$4,968.68) to Richard Olivo Shade Tree Acres Section II; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Richard Olivo Shade Tree Acres Section II, 285 Route 25A, Rocky Point, NY 11778; 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

December 2, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
COUNTRY VUE ESTATES

RESOLUTION # 1081

COUNCILMAN BUCKLEY

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

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

**WHEREAS**, Schembri Homes deposited monies for expansion of the Riverhead Water District Capital Project 60029, with the Town of Riverhead on March 3, 1998 (8-6214), May 12, 1998 (8-13210) & July 7, 1998 (8-19801) totaling Thirty Six Thousand Ten Dollars (\$36,010.00)

**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 Six Thousand Five Hundred Nineteen Dollars and Forty Cents (\$6,519.40)

**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 Six Thousand Five Hundred Nineteen Dollars and Forty Cents (\$6,519.40) to Schembri Homes, the Accounting Department is also authorized to complete all budget transfer and adjustments necessary in closing the aforementioned project, and;

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Schembri Homes, 1039 Sound Ave, Calverton, NY 11933; 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

December 2, 2008

Adopted

**TOWN OF RIVERHEAD**

**AUTHORIZES RELEASE OF DEVELOPER MONEY**  
**MARITIME FUNDING**

**RESOLUTION # 1082**

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

**WHEREAS**, Maritime Funding Group deposited monies for expansion of the Riverhead Water District Capital Project 60009, with the Town of Riverhead on September 9, 1998 (8-25205) & November 24, 1999 (9-32801) totaling Thirty One Thousand Seven Hundred Seventy Five Dollars (\$31,775.00)

**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 was refunded Four Thousand Two Hundred Twenty Five Dollars (\$4,225.0) on December 11, 2000 (Voucher #20008462), however the developer is due back an additional Sixty Dollars and Six Cents (\$60.06)

**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 Sixty Dollars and Six Cents (\$60.06) to Maritime Funding Group, the Accounting Department is also authorized to complete all budget transfer and adjustments necessary in closing the aforementioned project, and;

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Maritime Funding Group, PO Box 399, Calverton, NY 11933; H2M Group, 575 Broad Hollow Road, Melville, NY 11747; Riverhead Water District and the Accounting Department.

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunieavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

December 2, 2008

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
SOUND BREEZE

RESOLUTION # 1083

COUNCILWOMAN BLASS

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

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

**WHEREAS**, Allen Smith attorney for Sound Breeze deposited monies for expansion of the Riverhead Water District Capital Project 60048, with the Town of Riverhead on September 9, 1994 (4-25208), April 5, 1995 (5-653), October 6, 1995 (5-2235), January 12, 1996 (6-1210), January 17, 1996 (6-1701), April 9, 1996 (6-10016), April 8, 1997 (7-9904) & December 31, 1997 (7-36506) totaling Three Hundred Forty Eight Thousand Two Hundred Eighty Three Dollars and Eighty Five Cents (\$348,283.85)

**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 Sixteen Thousand Two Hundred Fifty Four Dollars and Thirteen Cents (\$16,254.13)

**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 Two Hundred Fifty Four Dollars and Thirteen Cents (\$16,254.13) to Allen Smith, attorney for Sound Breeze, the Accounting Department is also authorized to complete all budget transfer and adjustments necessary in closing the aforementioned project, and;

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Allen Smith, 737 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

December 2, 2008

# Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY

OSBORN ACRES

RESOLUTION # 1084

COUNCILMAN DUNLEAVY

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

which was seconded by \_\_\_\_\_ COUNCILMAN BUCKLEY \_\_\_\_\_

**WHEREAS**, Osborn Acres, LLC deposited monies for expansion of the Riverhead Water District, Capital Project 30090, with the Town of Riverhead on May 8, 2006 (G-12810) & January 25, 2007 (H-2503) totaling Seventy Nine Thousand Dollars (\$79,000.00),

**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 Fourteen Thousand Six Hundred Twenty Dollars and Eleven Cents (\$14,620.11)

**WHEREAS**, that the Town of Riverhead Administration fee should be released to General Town (\$2371.31) and to the Riverhead Water District (\$1778.69) in the total amount of Four Thousand One Hundred Fifty Dollars (\$4,150.00).

**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 Six Hundred Twenty Dollars and Eleven Cents (\$14,620.11) to Osborn Acres, LLC; and Two Thousand Three Hundred Seventy One Dollars and Thirty One Cents (\$2371.31) to General Town Administration Fee; and One Thousand Seven Hundred Seventy Eight Dollars and Sixty Nine Cents (\$1778.69) to the Water District Administration Fee; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Gendot Associates, PO Box 847, 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

December 2, 2008

# Adopted

**TOWN OF RIVERHEAD**

**AUTHORIZES RELEASE OF DEVELOPER MONEY**  
**STONELEIGH WOODS DEVELOPMENT**  
**RESOLUTION # 1085**

COUNCILMAN BUCKLEY

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

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

**WHEREAS**, Stoneleigh Woods deposited monies for expansion of the Riverhead Water District, Capital Project 30077, with the Town of Riverhead on April 12, 2005 (F-10201) & June 20, 2006 (G-17111) totaling Two Hundred Seventy Five Thousand Dollars (\$275,000.00),

**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 Fifty Two Thousand Eight Hundred Ninety Four Dollars and Three Cents (\$52,894.03)

**WHEREAS**, that the Town of Riverhead Administration fee should be released to General Town (\$7885.32) and to the Riverhead Water District (\$5914.68) in the total amount of Thirteen Thousand Eight Hundred Dollars (\$13,800.00).

**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 Fifty Two Thousand Eight Hundred Ninety Four Dollars and Three Cents (\$52,894.03) to Stoneleigh Woods; and Seven Thousand Eight Hundred Eighty Five Dollars and Thirty Two Cents (\$7882.32) to General Town Administration Fee; and Five Thousand Nine Hundred Fourteen Dollars and Sixty Eight Cents (\$5914.68) to the Water District Administration Fee; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Stoneleigh Woods, 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

Adopted

12/02/08

TOWN OF RIVERHEAD

Resolution # 1086

RATIFIES THE TOWN BOARD'S PREVIOUS AUTHORIZATION FOR LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 834 SOUND SHORE ROAD, RIVERHEAD, NEW YORK

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

WHEREAS, the Town Board has determined that the property situated at 834 Sound Shore Road, 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, Dawn C. Thomas, Town Attorney for the Town of Riverhead is hereby 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 834 Sound Shore Road, Riverhead, New York, in the Supreme Court of the State of New York to obtain a court Order to correct the drainage problems and violations existing on 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

December 2, 2008

TOWN OF RIVERHEAD

Resolution # 1087

**Adopted**

**Extends Site Plan Approval of Viva L'Arte Center**

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

**WHEREAS**, by resolution dated December 20, 2005, the Riverhead Town Board did approve the site plan petition of Viva L'Arte Center to allow for the construction of a sculpture gallery and studio with related site improvements located oat East Main Street, Riverhead, New York; such property more particularly described as SCTM 0600-128-6-58.1, and

**WHEREAS**, the Riverhead Town Clerk is in receipt of correspondence from Martin Sendlewski requesting the Town Board to extend the aforementioned site plan approval for a period of twelve (12) months pursuant to Section 108-129(F) of the Riverhead Zoning Ordinance, and

**WHEREAS**, the Town Board has carefully considered the merits of the subject site plan approval extension, now

**BE IT THEREFORE**

**RESOLVED**, that in the matter of the site plan approval extension of Viva L'Arte, Riverhead Town Board hereby declares itself to be the Lead Agency pursuant to 6NYCRR Part 617, and further determines the action to be Type II pursuant to 6NYCRR Part 617, and

**BE IT FURTHER**

**RESOLVED**, that that since no material changes in either zoning regulations or site plan depiction have been made, the Riverhead Town Board hereby approves the site

plan approval of Viva L'Arte Center for a twelve (12) month period ending December 2, 2009, and

**BE IT FURTHER**

**RESOLVED,**

That a copy of this resolution be forwarded to Viva L'Arte or agent, the Town Attorney, the Building Department 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

December 2, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 1088

**APPROVES THE CREATION OF A WADING RIVER HISTORIC DISTRICT**

COUNCILMAN DUNLEAVY

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

by COUNCILMAN BUCKLEY

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider the creation of a Wading River Historic District; and

**WHEREAS**, a public hearing was held jointly by the Riverhead Town Board and Landmarks Preservation Commission on the 16<sup>th</sup> day of September, 2008 at 7:05 o'clock p.m. at the Wading River Congregational Church, North Country Road, Wading River, New York, the date, time, and place specified in said public notice, and all persons wishing to be heard were heard; and

**WHEREAS**, by resolution dated October 27, 2008, (copy attached), the Landmarks Preservation Commission unanimously recommended the creation of a Wading River Historic District.

**NOW THEREFORE BE IT RESOLVED**, that the creation of a Wading River Historic District is hereby approved 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 Newspaper and to post same on the signboard at Town Hall; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Landmarks Preservation Commission; the Riverhead Planning Department; the Assessor's Office; the Riverhead Building Department and the Office of the Town Attorney.

**THE VOTE**

Dunleavy	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Blass	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Buckley	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Wooten	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Cardinale	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No					

THIS 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 approved the creation of a Wading River Historic District at its regular meeting held on September 16, 2008 as follows:

Wading River Historic District as per attached map

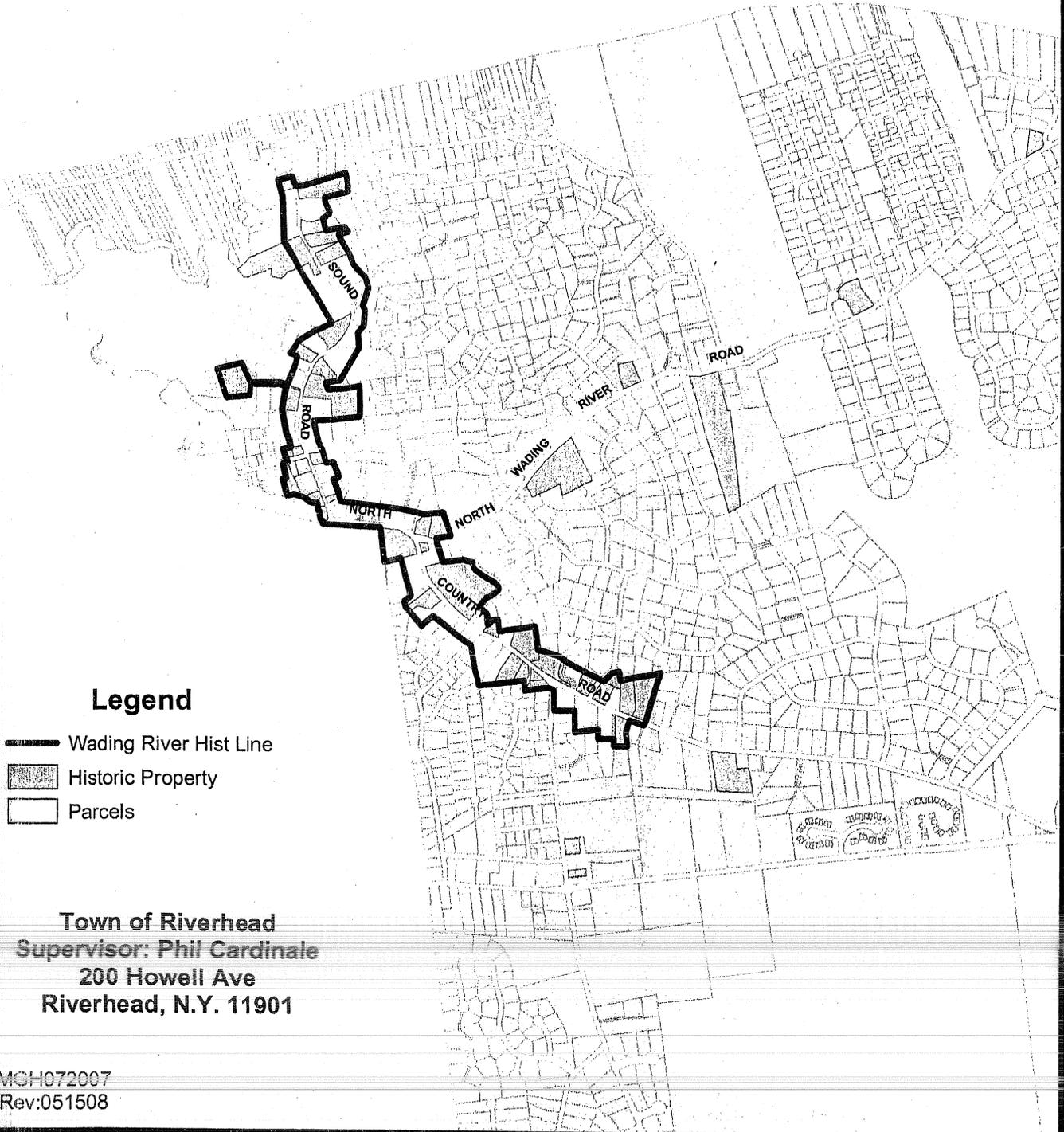
Dated: Riverhead, New York  
December 2, 2008

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

**Diane Wilhelm**, Town Clerk

# 4

## WADING RIVER HISTORIC DISTRICT



### Legend

- Wading River Hist Line
- Historic Property
- Parcels

Town of Riverhead  
Supervisor: Phil Cardinale  
200 Howell Ave  
Riverhead, N.Y. 11901

October 27, 2008

RIVERHEAD LANDMARKS PRESERVATION COMMISSION

**RECOMMENDS CREATION OF WADING RIVER HISTORIC DISTRICT**

**Whereas** the Landmarks Preservation Commission believes there is strong support from the public for the creation of a Wading River Historic District; and

**Whereas**, following proper notice to the public the Commission has held a joint hearing with the Town Board in Wading River on September 16, 2008, with a comment period held open another 10 days; and

**Whereas** the Commission has received a nomination for the historic district in 2006, and in the subsequent two years has met twice with the Wading River Civic association, has discussed the proposed district at a Town Board work session, has distributed letters to property owners in the proposed district and made substantial other efforts to communicate with residents; and

**Whereas** the Commission has received numerous communications from the public in favor of the district, as well as resolutions supporting the district from the Wading River Civic Association, the Wading River Historical Society and the Wading River Cemetery Association; and

**Whereas** the Commission has carefully reviewed the transcripts and considered all comments received from the public at the formal hearing on September 16, and written comments received after the hearing; and

**Whereas** the Commission believes there is strong support among Wading River residents and property owners for the creation of the district; and

**Whereas** the Commission believes that these properties possess special character, historic interest and aesthetic value as part of the cultural, political and social history of the Town of Riverhead; and

**Whereas** the dense concentration of historic structures gives the area special historic and architectural character that would be destroyed if these historic structures were to be lost or their historic architecture compromised by inappropriate modifications; and

**Whereas** the special historic and architectural character of the district would be enhanced if new construction adjacent and between the historic structures acknowledges the special historic and architectural characteristics of the proposed district; and

**Whereas** the creation of an historic district will ensure the protection of older buildings that we all value and love and will enhance the special sense of place that attracts residents and visitors alike; and

**Whereas** the creation of historic districts generally encourages landowners to invest in their properties, leads to higher property values, benefits businesses in the districts and helps make available significant federal tax benefits to owners of income-producing properties.

**Now be it therefore resolved**, under the provisions of Chapter 73 of Riverhead Town Code, the Commission hereby recommends that the Town Board designate a Wading River Historic District with boundaries shown on the attached map.

# Adopted

## TOWN OF RIVERHEAD

Resolution # 1089

### AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH NORMAN OSIT (CHARTER FISHING BOAT)

COUNCILMAN BUCKLEY

offered the following resolution, which was seconded by

COUNCILMAN WOOTEN :

**WHEREAS**, the Town recognizes the importance of promoting recreational and responsible use of our riverfront and estuarine resources; and

**WHEREAS**, the Town has determined that the presence of the fishing charter vessel owned by Norman Osit at the Town dock is a positive addition to the riverfront in downtown Riverhead; and

**WHEREAS**, Norman Osit seeks permission to keep his 46 foot charter fishing vessel at the Town's riverfront dock located adjacent to the Town's parking area at a location determined by the Town Engineer,

**NOW, THEREFORE, BE IT RESOLVED** that the Supervisor is hereby authorized to execute the attached License Agreement with Norman Osit to operate a fishing charter, for a term beginning April 1, 2009 and ending December 31, 2009, and included therein an agreement for dockage fees retroactive to January, 2009 through March, 2009, and be it further

**RESOLVED** that the Town Clerk is hereby directed to forward a certified copy of this resolution to Norman Osit, 76 Moriches Road, Lake Grove, New York 11755; James Divan, Riverhead Town Bay Constable; Department of Buildings and Grounds; the Office of Accounting 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

## LICENSE

License ("License"), made as of the        day of December, 2008, by and between the Town of Riverhead, ("Licensor") having an address at 200 Howell Avenue, Riverhead, New York, 11901 and Norman Osit, ("Licensee"), having an address at 76 Moriches Road, Lake Grove, New York, 11755-2210.

## W I T N E S S E T H

WHEREAS, Norman Osit wishes to utilize the Town of Riverhead's dock located on the Peconic River behind the East End Arts Council property and adjacent to the Town's parking area ("The Licensed Premises") to keep its 46 foot charter fishing boat; and

WHEREAS, the Town of Riverhead wishes to grant the Licensee the right to conduct the aforementioned activity;

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

1.     Licensing: Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use the Licensed Premises.

2.     Term of the License. The term of this License (the "term") to operate a fishing charter at the Town of Riverhead dock shall commence on April 1, 2009 and shall end on December 31, 2009. Licensee shall agree to pay a monthly dockage fee retroactive to January, 2009 through March, 2009.

3.     Condition of the License Premises. Licensee is familiar with the licensed premises, has examined same, and, except as explicitly hereinafter

provided, Licensee agrees to accept the licensed premises in its "as is" condition without any representations or warranties.

4. Obligations of Licensor: Norman Osit represents that his vessel meets all conditions required by the United States Coast Guard and that he maintains and keeps current all necessary licenses for the operation of his vessel as a charter fishing vessel. Upon request Licensee shall provide to the Town proof of the representations set forth herein. It is understood and agreed that this vessel shall be utilized for sport fishing and that occupancy/habitation of said vessel, other than sport fishing, shall not be permitted.

5. Insurance and Indemnification: Licensee will be responsible for providing comprehensive general liability insurance in the amount of not less than \$2,000,000 with a company or companies reasonably satisfactory to the Licensor from January 1, 2009 through December 31, 2009. Licensee will provide certificates of the foregoing insurance, showing the Town of Riverhead as "Additional Insured" to the extent of their interest. Finally, Licensee agrees to indemnify and hold the Town of Riverhead and their respective officers, employees, agents, representatives and officials harmless from any and all loss or liability associated with its use of the property and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by licensee and its employees, agents, representatives and concessionaires of the Property, excepting liability solely caused by the gross negligence of the

Town or its employees, agents or representatives. Without limiting the generality of the foregoing, Licensee agrees to indemnify and hold the Town of Riverhead harmless from any lien claimed or asserted for labor, materials or services furnished to Licensee in connection with the use of the property. With respect to any suit or claim by the Town, whether under this indemnification provision or otherwise, Licensee, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by the Town of Riverhead securing compliance with the provision of this indemnification agreement. Licensee will work with the Town of Riverhead to ensure adequate coverage of all property and liability with all concerned entities being named as "additional insured".

6. License Fee and Dockage Fee. In exchange for the License set forth above for the use of the Property in connection with this Agreement, Licensee shall pay the Town of Riverhead the sum of Three Thousand Five Hundred Dollars (\$3,500.00), which shall include electric, to be paid in two equal installments of One Thousand Seven Hundred Fifty Dollars (\$1,750.00), the first installment of \$1,750.00 payable upon execution of this Agreement and the second installment of \$1,750.00 due on March 15, 2009. Additionally, Licensee shall pay to the Town of Riverhead the sum of Fifty Dollars (\$50.00) per month for the months of January, 2009 through March, 2009.

7. Use of License Premises. Licensee agrees to utilize the licensed premises only as dock space to keep its boat. Passengers of said fishing

charter vessel shall utilize the Town's parking area and dock for the purposes of egress and ingress (loading upon and unloading from the vessel). Licensee understands that the licensed premises is municipal park property and that, as such, it must keep the premises free of debris. Licensee agrees that no fish will be cleaned on the municipal dock or on other municipal property. Licensee agrees to dispose of fish carcasses, bait and as well as other fishing waste in bags and that such bags will be removed from the premises daily by the licensees. In addition, no such waste shall be deposited in or around the Peconic River or in the water surrounding the licensed dock. Further, Licensee shall not, intentionally or otherwise, discharge fuel oil or any such other contaminant. In the event that Licensee or Licensee's vessel discharges or leaks fuel oil or other contaminant into the waters, Lessee shall be responsible and charged back for any labor or equipment used by the Town to remedy the situation.

8. Repair, Maintenance and Inventory of License Premises.

a) Licensee agrees to maintain the licensed area free of trash, debris and to return the premises back to its original condition following completion of the license term.

b) The Licensee shall not be permitted to alter the licensed premises without the prior permission of the Licensor.

9. Assignment. Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this license, the license premises, in whole or in part, or permit Licensee's interest to be vested in any other party

other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time, or in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

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

11. Notices: Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor at 200 Howell Avenue, Riverhead, New York. If such notice is directed to the Licensee, it shall be addressed to 206 Lincoln Street, P.O. Box 1308, Riverhead, New York 11901.

12. Miscellaneous: Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this agreement, which alone, fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This license may not be changed or terminated orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

13. Cross Default: To the extent that the Licensor and Licensee are parties to related agreements, any default under the related agreements shall be deemed to be a default under this License, and any default under this license shall be deemed a default under such similar agreements.

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

TOWN OF RIVERHEAD

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

By: \_\_\_\_\_  
Norman Osit

12/2/08

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 1090

AUTHORIZES THE SUPERVISOR TO EXECUTE A LEASE AGREEMENT AUTHORIZING THE TOWN TO LEASE AN AUTOMOBILE FROM SUFFOLK COUNTY-OFFICE FOR THE AGING FOR TRANSPORTATION USE REGARDING IN-HOME DELIVERY OF MEAL SERVICES FOR ELDERLY RESIDENTS,

COUNCILMAN WOOTEN

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

which was seconded by COUNCILWOMAN BLASS

WHEREAS, the Senior Citizen Department offers a wide variety of programs, activities and support services including in-home meal delivery to the elderly residents of the Riverhead community; and

WHEREAS, the Senior Citizen Department wishes to utilize an automobile to transport meals to the homes of designated elderly residents of the Riverhead community; and

WHEREAS, Suffolk County-Office for The Aging is interested in providing an automobile to the Town of Riverhead to use to transport meals to designated elderly residents in the Town of Riverhead by leasing an automobile for one dollar (\$1.00) per lease year.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached lease agreement with Suffolk County-Office For the Aging authorizing the Town of Riverhead to accept an automobile to transport meals to the elderly residents of the Town of Riverhead.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Joanne Kandell, Principal Accountant, Suffolk County Office For The Aging, H. Lee Dennison Building, 100 Veterans Memorial Highway, PO Box 6100, Hauppauge, New York 11788; the Office of the Supervisor; Senior Citizen Department and the Office of the Town Attorney.

THE VOTE

Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Buckley	<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 Thereupon Duly Declared Adopted



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### EXHIBIT B

## Exhibit A

### 1. Purpose of Lease; Use of Vehicle

The purpose of this Lease is to assist the Lessee in providing services to elderly residents of Suffolk County under separate contract(s) entered into between the Lessor and the Lessee, by the leasing to the Lessee of a Lessor-owned vehicle more particularly described in Exhibit B to this Agreement (the "Vehicle"). Lessor hereby leases the Vehicle to Lessee solely for the purpose of furnishing transportation or other services (such as meals to the homebound) for elderly residents of Suffolk County under such separate contract(s) as may be in effect from time to time during the term of this Agreement between the Lessor, acting through Aging (or such other Lessor office, department or instrumentality as may succeed to the functions of Aging), and the Lessee. Lessee shall not use the Vehicle for any other purpose whatsoever without the prior written consent of the Director of the Suffolk County Office for the Aging (or other officer of Lessor designated to succeed to such Director's functions). Under no circumstances shall the Lessee use or allow the use of the Vehicle in any way contrary to applicable laws, regulations or insurance requirements.

### 2. Term

This Lease shall cover the period provided on the first page hereof, unless sooner terminated or extended as provided under this Agreement.

### 3. Termination of Lease

(a) This Lease may be terminated by the Lessor in the event of failure by the Lessee to fulfill its obligations under this Lease or in the event of the termination or expiration without renewal of one or more of the contracts between the Lessor and the Lessee for services to the elderly referred in paragraph 1 of this Agreement; provided that no such termination shall be effective unless the Lessee is given three (3) calendar days' written notice of intent to terminate, delivered in accordance with the provisions of paragraph 15 of this Agreement.

(b) If either party shall deem it in its best interest to terminate this Lease, it shall have the right to do so by giving not less than thirty (30) days prior written notice in accordance with Paragraph 15 of this Agreement.

### 4. Extension of Lease

Upon written notification by Aging to the Lessee, the term of this Lease may be extended for one or more successive periods not in excess of five years per extension on the same terms and conditions; provided, however, that the Lessee does not notify Aging within 30 days after the receipt of such notification of its desire to terminate this Lease at an earlier date, in which event it shall terminate at such earlier date.

### 5. Rent

The Lessee shall pay the Lessor one dollar (\$1.00) per Lease Year, receipt waived, so long as the Lessee shall use the Vehicle for the purposes specified in paragraph 1 of this Lease. For any other use of the vehicle, either within the time periods of a lease year or outside of the time

period of a lease year, Lessee shall pay rental charges as provided in paragraph 6 below until return of the Vehicle to the Lessor.

**6. End of Term; Rental Charges**

Upon the expiration of this Lease, or within 24 hours after other termination of this Lease, Lessee shall surrender the Vehicle to Lessor at a facility of Lessor as designated by Aging. If the Lessee fails to surrender the Vehicle, or for any period of use or instance of use of the vehicle for a use not authorized by this Lease, the Lessee shall pay to the Lessor as rental for the use of the Vehicle \$150 per day until the Vehicle is surrendered to Lessor.

**7. Title and Registration**

Title to the Vehicle and to all replacements, alterations and additions thereto shall be and remain in the name of the Lessor, but the Lessee shall register the Vehicle in its name as lessee, and the Lessor shall cooperate with the Lessee by temporarily entrusting the certificate of title to the Lessee and otherwise as may be appropriate to procure and maintain such registration.

**8. Condition and Maintenance**

Since the Vehicle is a new vehicle, all manufacturers' warranties are hereby assigned by the Lessor to the Lessee, and the Lessor shall cooperate with Lessee in obtaining warranty period labor and parts. Lessee has reviewed the purchase specifications for the Vehicle and represents that it is familiar therewith and with the owner's and service manuals. Lessee, at Lessee's sole cost and expense, shall perform or cause to be performed all work, ordinary and necessary, foreseen and unforeseen, to maintain the Vehicle in good working order and appearance and in accordance with the manufacturer's manuals and recommended practices. Lessee shall maintain records of all repairs and maintenance performed and the records shall be available to Aging.

**9. Alterations and Additions**

If Lessee is not in default under this Lease, Lessee, at its sole expense, may make reasonable alterations and additions to the Vehicle with the written approval of Aging; provided that any such alterations or additions

- (a) Shall not change the general character of the Vehicle, reduce its fair market value below such value immediately before such alterations or additions or impair its usefulness for the purpose provided in paragraph 1 of this Lease;
- (b) Are effected with due diligence, in a good and workmanlike manner and in compliance with applicable laws, regulations and insurance requirements; and
- (c) Are promptly and fully paid for by Lessee.

**10. Sole Responsibility of Lessee**

Nothing in this Lease or in any approval under the foregoing paragraph 8 shall constitute any consent or request by the Lessor, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in connection with the Vehicle or any part or equipment thereof, and nothing in this Lease shall give Lessee any right or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property for the account of or as a liability or obligation of the Lessor.

## 11. Operational Information and Inspections

Lessee shall provide such information relating to the use and operation of the Vehicle as may be requested from time to time by the Lessor.

Upon written notification from Aging, Lessee shall make the Vehicle available for inspection at reasonable times and locations. The Lessor shall not have any duty to make any such inspection and shall not incur any liability or obligation for not making such inspection.

## 12. Compliance With Requirements

Lessee, at its sole expense, shall promptly

- (a) Comply with all legal requirements, whether or not such compliance shall require structural changes in the Vehicle or interfere with its use, and
- (b) Procure, maintain and comply with all permits, licenses or other authorizations and comply with all applicable Federal, State, County and local laws, regulations or rulings, applicable to the Vehicle or to Lessee's use thereof.

## 13. Lessee's Rights and Obligations

- (a) Lessee will expend whatever funds are necessary to insure that the Vehicle is properly maintained in operable condition.
- (b) Lessee will return the Vehicle to the Lessor in the same condition as when received except for normal wear and tear and mileage.
- (c) In lieu of making necessary repairs to the Vehicle and returning it upon the expiration or termination of this Lease, the Lessee may at its option elect to pay the Lessor the fair market value of the Vehicle and obtain title to the vehicle.

## 14. Risk of Loss; Insurance and Indemnification

- (a) The Lessee assumes responsibility for all risks of loss through physical damage, including without limitation collision and comprehensive losses, to the Vehicle and to any part or equipment thereof.
- (b) The Lessee agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified by the Lessor. Unless otherwise specified by the Lessor and agreed to by the Lessee, in writing, such insurance will be as follows:

(i) **COMMERCIAL GENERAL LIABILITY INSURANCE**, insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.

(ii) **AUTOMOBILE LIABILITY INSURANCE** in an amount not less than Five Hundred Thousand Dollars (\$500,000) per person, per accident, for bodily injury and not less than One Hundred Thousand (\$100,000.00) for property damage per occurrence and **PHYSICAL DAMAGE COVERAGE** in an amount equal to the value of the vehicle as described in the paragraph below headed, "Damage to or Destruction of Vehicle".

(iii) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE in compliance with all applicable New York State laws and regulations and DISABILITY BENEFITS INSURANCE if required by law and shall furnish to the Lessor prior to execution of this Agreement the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§ 57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless the Lessee shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

(c) All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

(d) The Lessee shall furnish to the Lessor Declaration Pages for each such policy of insurance, and, upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and Lessee shall furnish a Declaration Page and endorsement page evidencing the Lessor's status as an additional insured on said policy.

(e) Furthermore, to the extent permitted by law, the Lessee agrees that it shall protect, indemnify and hold harmless the Lessor, its consultant (if any), officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, demands, losses, claims, costs, judgments, liens, encumbrances and expenses, suits or actions and reasonable attorneys' fees, by reason of liability imposed by law for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, arising out of the acts or omissions or negligence of the Lessee, its agents, employees or subcontractors or of other persons, in connection with the use of the vehicle described or referred to in this Agreement. The Lessee shall defend the Lessor and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the Lessor's option, pay reasonable attorneys' fees for defense of any such suit arising out of the acts or omissions or negligence of the Lessee, its officers, officials, employees, subcontractors or agents, if any, in connection with its use of the vehicle, or in connection with services described or referred to in this Agreement.

## **15. Accident Notification**

The Lessee shall notify its insurance carrier, and Aging, verbally and in writing within twenty-four (24) hours after any accident involving the vehicle. Without limitation, such communications shall include a copy of any accident report and the names and addresses of any persons alleging personal injury or property damage in connection with such accident.

## **16. Notices and Contact Persons**

### **1. Operational Notices**

Any communication, notice, claim for payment, reports, insurance, or other submission

necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the Lessor or the Lessee or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the Department:**

**By Regular or Certified Mail in Postpaid Envelope or by  
Courier Service or by Fax or by Email**

Holly S. Rhodes-Teague, Director  
Suffolk County Office for the Aging  
H. Lee Dennison Building  
100 Veterans Memorial Highway, P.O. Box 6100  
Hauppauge, New York 11788-0099

**For the Lessee:**

**By Regular or Certified Mail in Postpaid Envelope or by  
Courier Service or by Fax or by Email**

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

**2. Notices Relating to Termination and/or Litigation**

In the event the Lessee receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Lessee shall immediately deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the Lessee.

Any communication or notice regarding termination shall be in writing and shall be given to the Lessor or the Lessee or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

**For the Lessor:**

**By Regular and Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service or Personally and by First Class Mail**

Holly S. Rhodes-Teague, Director  
Suffolk County Office for the Aging  
H. Lee Dennison Building  
100 Veterans Memorial Highway, P.O. Box 6100  
Hauppauge, New York 11788-0099

and

Christine Malafi, County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, New York 11788

**For Lessee:  
By Regular and Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service or Personally and by First Class Mail**

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices shall be deemed to have been duly delivered (i) if mailed by registered or certified mail, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

4. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

### **17. Damage To or Destruction of Vehicle**

In case of any material damage to or loss or destruction of the vehicle or of its equipment, the Lessee shall give notice as provided in the foregoing paragraph headed, "Accident Notification", generally describing the nature and extent of such damage, loss or destruction, and the time, place and circumstances thereof, and shall promptly replace or repair the vehicle and/or its equipment at least to the condition that it was in immediately prior to the damage, loss or destruction.

### **18. Application of Insurance Proceeds**

In the event of damage to or loss or destruction of the Vehicle or any part or equipment thereof, Lessee shall use any proceeds of insurance solely to repair or replace the Vehicle or its equipment and for no other purpose, and, if not so used, such proceeds and the Vehicle shall be forthwith turned over to the Lessor.

### **19. Non-Discrimination in Services**

During the performance of this Agreement:

(a) The Lessee shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:

- i. deny any individual any services or other benefits provided pursuant to this Agreement; or
- ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
- iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided

- pursuant to this Agreement; or
- iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
  - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

(b) The Lessee shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

- i. the types of service(s) or other benefits to be provided, or
- ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
- iii. the class of individuals to be afforded an opportunity to receive services.

## **20. Arrears or Default**

The Lessee warrants that it is not, and shall not be during the term of this Agreement, in arrears to the LESSOR for taxes or upon debt or contract and is not, and shall not be during the term of this Agreement, in default as surety, Lessee or otherwise on any obligation to the LESSOR.

## **21. No Gratuities**

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

## **22. Independent Contractor**

It is expressly agreed that the Lessee's status hereunder is that of an independent contractor. Neither the Lessee nor any person hired by the Lessee shall be considered employees of the Lessor for any purpose whatsoever.

**23. Assignability**

The Lessee shall not assign, transfer, convey, sublet or otherwise dispose of this Lease, or any of its right, title or interest therein, or its power to execute this Lease, or assign all or any portion of the monies that may be due or become due to the Lessee under the terms of this Lease, to any other person or corporation, without the prior consent in writing of the Lessor, and any attempt to do any of the foregoing without such consent shall be of no effect.

**24. Publications**

(a) The Lessee shall not issue or publish any book, article, announcement, report, radio, television, data communication or other publication or publicity relating to the use of the vehicle without prior written permission from the Lessor. Any such publication shall bear a statement acknowledging the cooperation and/or funding by the County of Suffolk – Steve Levy, County Executive.

(b) The Lessee shall maintain the following identifying text conspicuously on the vehicle:

Funding Provided by Suffolk County  
through the  
Suffolk County Office for the Aging

**25. No Intended Third Party Beneficiaries**

This Agreement is entered into solely for the benefit of Lessor and Lessee. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

**26. Cooperation on Claims**

The Lessee hereto agrees to render diligently to the Lessor, without compensation, any and all cooperation, that may be required to defend the Lessor, its employees and designated representatives against any claim, demand or action that may be brought against the Lessor, its employees or designated representatives in connection with this Agreement.

**27. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York

**28. Severability; No Implied Waiver**

(a) It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

(b) No waiver shall be inferred from any failure or forbearance of the Lessor to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

**29. Entire Agreement**

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Lease.

**30. No Oral Changes**

No modification of this Lease shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

— End of Text —

Law No. \_\_\_-AG-\_\_\_\_  
Vehicle Lease

Agreement No. 525-CAP-CAP-1749.518-06

**Exhibit B**  
**Vehicle Specifications for Lease Between**  
**The County Of Suffolk and**  
**The Town of Riverhead**

Manufacturer: Ford Motor Company  
Type of Vehicle: Mid-Size Station Wagon  
Year and Make: 1998 Taurus  
Model No.: 3008397  
Vehicle Identification Number: 1FAFP57UOWA146371  
Color: White  
Other Identifying Features and Special Equipment:

**Exhibit**  
**Suffolk County Legislative Requirements**

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

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

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

**2. Living Wage Law**

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

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

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

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

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

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

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

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

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

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

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

#### 4. Lawful Hiring of Employees Law

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

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

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

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

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

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

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

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

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

#### **5. Gratuities**

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

#### **6. Prohibition Against Contracting with Corporations that Reincorporate Overseas**

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

#### **7. Child Sexual Abuse Reporting Policy**

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

#### **8. Non Responsible Bidder**

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

**9. Use of Funds in Prosecution of Civil Actions Prohibited**

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

**10. Work Experience Participation**

If the Contractor is a nonprofit or governmental agency or institution, each of the Contractor's locations in Suffolk County at which services are provided under this Agreement shall be a work site for public-assistance clients of Suffolk County pursuant to Local Law No. 15-1993 at all times during the term of this Agreement. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the term of this Agreement, the Contractor, if it is a nonprofit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of this Agreement and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with this Agreement, for which the County may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

**11. Suffolk County Local Laws Website Address**

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

**End of Text for Exhibit II**

Suffolk County Form 22  
Contractor's/Vendor's Public Disclosure Statement

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County. In the event contractor/vendor is exempt from completing paragraphs numbered 1 through 11 below, so indicate at paragraph number 12 below setting forth the reason for such exemption. Notwithstanding such exempt status, you must execute this form below before a notary public.

1. Contractor's/Vendor's Name \_\_\_\_\_  
Address \_\_\_\_\_  
City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
2. Contracting Department's Name \_\_\_\_\_  
Address \_\_\_\_\_
3. Payee Identification or Social Security No. \_\_\_\_\_
4. Type of Business \_\_Corporation\_\_ Partnership\_\_ Sole Proprietorship\_\_ Other
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? \_\_Yes\_\_ No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? \_\_Yes\_\_ No.
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? \_\_Yes\_\_ No.
9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) \_\_\_\_\_  
\_\_\_\_\_

11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. If you are one of the entities listed below at a) through c) or you qualify under d) below, you are exempt from completing paragraphs numbered 1 through 11 herein:
- a) Hospital
  - b) Educational or governmental entities
  - c) Not-for-profit corporations
  - d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

13. **Verification.** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
 Printed Name of Signer: \_\_\_\_\_  
 Title of Signer: \_\_\_\_\_  
 Name of Contractor/Vendor: \_\_\_\_\_

**UNIFORM CERTIFICATE OF ACKNOWLEDGMENT**  
**(Within New York State)**

STATE OF NEW YORK)  
 COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2008 before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
 (signature and office of individual taking acknowledgement)

12/2/08

# Adopted

## TOWN OF RIVERHEAD

### RESOLUTION # 1091

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH AIR MARK AIR CONDITIONING CORPORATION TO MAINTAIN HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT THE RIVERHEAD TOWN HALL ANNEX BUILDING

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

WHEREAS, the Town of Riverhead is desirous of maintaining the heating, ventilation and air conditioning systems at the Riverhead Town Hall Annex Building; and

WHEREAS, procurement of heating, ventilation and air conditioning services are imperative in the safe and efficient operation of the Town Hall Annex Building; and

WHEREAS, Air Mark Air Conditioning Corporation is interested and capable of providing maintenance of the Town Hall Annex Building's heating, ventilation and air conditioning systems.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with Air Mark Air Conditioning Corporation to maintain the heating, ventilation and air conditioning systems at the Riverhead Town Hall Annex Building.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Frederick T. Rurup, President, Air Mark Air Conditioning Corporation, 1566 Rocky Point Road, Middle Island, New York 11953; Office of the Supervisor; Town Engineering Department and the Office of the Town Attorney.

#### THE VOTE

Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Buckley	<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 Thereupon Duly Declared Adopted

## SERVICE AGREEMENT

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2008 between the TOWN OF RIVERHEAD (hereinafter "Town"), a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York, 11901, and AIR MARK AIR CONDITIONING CORP. (hereinafter "Air Mark"), a corporation existing under the laws of the State of New York with a principal place of business at 1566 Rocky Point Road, Middle Island, New York, 11953.

In consideration of the mutual promises herein contained, Town of Riverhead and Air Mark agree as follows:

### 1. SCOPE OF SERVICES

During the terms of this Agreement, Air Mark shall provide HVAC maintenance of the Town of Riverhead Town Office Building, 552 East Main Street, Riverhead, more delineated in Schedule A as attached.

Town and Air Mark further agree that additional locations or other Town facilities may be added to this agreement by respective written authorization from each party and thereby specifying additional costs, the list of equipment and applicable work schedules as may be agreed upon.

### 2. TERM OF AGREEMENT

The Agreement shall commence on January 1, 2009 and terminate on December 31, 2009.

### 3. PAYMENT

For these services the Town of Riverhead will pay Air Mark a fee of two thousand nine hundred fifty dollars and 0 cents (\$2,950.00).

### 4. PUBLICITY

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

### 5. ASSIGNMENT AND SUBCONTRACTING

Performance of any part of this Agreement may not be subcontracted nor assigned without, in each case, the prior written consent of at least three members of the Town Board or by resolution of the Town Board.

### 6. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Air Mark except to make any payments which may have become due under this Agreement.

### 7. RECORDS

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

#### 8. CHANGES

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

#### 9. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Deputy Town Attorney, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Air Mark if mailed by certified mail, postage prepaid to Air Mark Air Conditioning Corp., Attention: Frederick T. Rurup, 1566 Rocky Point Road, Middle Island, NY 11953.

#### 10. COMPLIANCE WITH LAWS

Air Mark shall comply with all applicable federal, state and local laws and ordinances and regulations in the performance of its services under this Agreement. Air Mark will notify Town immediately if Air Mark's work for Town becomes the subject of a government audit or investigation. Air Mark represents that company has not been convicted of fraud or any other felony arising out of a contract with any local, state or federal agency. In carrying out the work required hereunder, Air Mark agrees not to make any communication to or appearance before any person in the executive or legislative branches of the local, state or federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any contract or agreement. Air Mark may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award of a Town agreement/contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Air Mark's professional or technical discipline.

#### 11. INSURANCE, INDEMNITY AND LIABILITY

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

#### 12. CONFLICT OF INTEREST

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

#### 13. DISCLOSURE

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

#### 14. DISPUTES

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

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

\_\_\_\_\_  
Phil Cardinale, Supervisor  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

\_\_\_\_\_  
Frederick T. Rurup, President  
Air Mark Air Conditioning Corp.  
1566 Rocky Point Road  
Middle Island, NY 11953

Schedule A

AIR MARK CONDITIONING CORPORATION

SERVICE AGREEMENT

1. In order to properly maintain the equipment listed at the premises indicated, AIR MARK AIR CONDITIONING CORP. agrees to perform the applicable items on the attached list, periodically as shown.
2. Customer agrees to notify Air Mark as soon as any unusual operating conditions of the air conditioning occurs.
3. Reasonably prompt service will be given by Air Mark on all emergency calls during the terms of this contract without charge for such service. Service rendered beyond the normal working hours (8:00 am to 4:30 pm Monday through Friday inclusive) and the following holidays: New Years, Independence, Veteran's, Thanksgiving, Christmas, Columbus, Memorial and Labor Days, Lincoln's, Washington's and Martin Luther King's Birthdays will be charged for at our prevailing rates; namely \$45.00 per man hour.
4. Charges for material, filters, refrigerant or parts are not included in this Agreement, but labor needed for their installation is included. Unless material is required for emergency repairs, it will not be furnished without previous authorization by the customer.
5. Excluded from service and maintenance are the following: water supply and drain, and electrical service beyond the subject equipment. (Disconnect switches and circuit breakers are excluded.) Installation of HEPA filters and cleaning of heat exchangers. Moving or relocating the subject equipment. Work made necessary by enforcement of government codes, building or union codes.
6. Service rendered because of abuse, neglect in operation, fire, freezing, flood, corrosion, failure of power supply, blown fuses, open switches or damage to the system or equipment shall be paid for as an extra at the rates prevailing at the time rendered. Air Mark cannot be responsible for failure to render service because of strikes or other emergencies beyond its control.

AIR MARK AIR CONDITIONING CORPORATION  
1566 ROCKY POINT ROAD  
MIDDLE ISLAND, NY 11953

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

ACCEPTED: \_\_\_\_\_

PURCHASER: TOWN OF RIVERHEAD  
EAST LAWN BUILDING  
542 EAST MAIN STREET  
RIVERHEAD, NY 11901

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

ACCEPTED: \_\_\_\_\_

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

**AIR MARK AIR CONDITIONING CORPORATION**

LIST OF EQUIPMENT UNDER SERVICE AGREEMENT LOCATED AT:

**TOWN OFFICES BUILDING  
552 EAST MAIN STREET  
RIVERHEAD, NEW YORK 11901**

MAKE	EQUIPMENT	MODEL #	SERIAL #	TONNAGE
RHEEM HP	SPLIT SYSTEM	RHQA1615K	HM26850611	4.0
RHEEM HP	SPLIT SYSTEM	RHQA1615K	HM26859897	4.0
RHEEM HP	SPLIT SYSTEM	RHQA1615K	HM26858378	4.0
RHEEM HP	SPLIT SYSTEM	RHQA1615K	HM26858379	4.0
LIEBERT	SPLIT SYSTEM	DME037E-PH3	0607N122181	3.0
			TOTAL	19.0

**AIR MARK AIR CONDITIONING CORPORATION**

WORK SCHEDULE

1. WE AGREE TO PERFORM 4 PERIODIC INSPECTIONS CONSISTING OF:
  - A. 1 SPRING SERVICE INSPECTION.
  - B. 1 SUMMER SERVICE INSPECTION.
  - C. 1 FALL SHUT DOWN AND/OR CHANGE OVER TO WINTER OPERATION.
  - D. 1 WINTER SERVICE INSPECTION.
  - E. 4 FILTER CHANGES
  
2. FURNISH WRITTEN REPORTS OF INSPECTIONS & REPAIRS.

NOT ADOPTED

12/2/08

TOWN OF RIVERHEAD

Resolution # 1092

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (Agriculture Protection Zoning Use District (APZ))**

COUNCILMAN DUNLEAVY

offered the following resolution, was seconded by

COUNCILMAN BUCKLEY

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

**WHEREAS**, a public hearing was held on the 20<sup>th</sup> day of March, 2007 at 7:10 o'clock p.m. at Riley Avenue Elementary School, Riley Avenue, Calverton, 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 108 "Zoning", 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 certified copy of this resolution to the Riverhead Planning Board; the Riverhead Planning Department; the Riverhead Zoning Board of Appeals; the Riverhead Building Department and the Office of the Town Attorney.

THE VOTE

Buckley \_\_\_ yes  no Wooten  yes \_\_\_ no

Dunleavy \_\_\_ yes  no Blass \_\_\_ yes  no

Cardinale \_\_\_ yes \_\_\_ no *abstain*

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 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on December 2, 2008. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 108  
Zoning**

**ARTICLE VI  
Agriculture Protection Zoning Use District (APZ)**

**§ 108-26.1. Guidelines.**

The following guidelines are to be applied in addition to subdivision regulations (Article XX) and cluster development (Article XIX) and shall apply to all cluster subdivisions within the APZ:

- A. In order to better preserve agricultural vistas, the cluster subdivision plat shall be designed so as to situate agricultural lots along Sound Avenue or NYS Route 25.
- B. The cluster subdivision plat must locate and arrange the residential lots so as to protect, to the maximum extent practicable, that portion of the tract preserved for agricultural use.
- C. The cluster subdivision plat must depict an arrangement of residential lots so as to reduce, to the maximum extent practicable, any nuisance or conflict between residential and agricultural uses, both within the tract and in relation to adjoining and nearby tracts and to demonstrate compatibility of the cluster plat with existing residential development and agricultural land uses.
- D. The residential portion of the cluster subdivision plat must be so laid out, and protected during construction, as to remain as harmonious to the greatest extent practicable with the natural environment minimizing the clearing of treed areas, the grading of earth, removal of soils, and precluding the disturbance of surface waters and wetlands and other similar disturbances of the natural environment pursuant to Chapter 107 of the Riverhead Town Code.
- E. The agricultural lots of a cluster subdivision plat must be so laid out as to provide for a minimum lot size of 10 acres, a minimum building area of one acre, contiguity with existing agricultural tracts, bounding of prime agricultural soils and retention of all storm water runoff.
- F. The cluster subdivision tract must demonstrate the ways in which scenic vistas are being considered or enhanced and shall depict a lot arrangement which has considered the visual impact of residential development upon such vistas.
- G. ~~The Planning Board shall not cluster lots in order to create golf courses, playgrounds, tennis courts, swimming pools or any other amenity as required open space. The purpose of the cluster plan is to preserve agricultural land for agricultural use and other natural features to the greatest extent practicable.~~

G. As the purpose of this Article is to conserve agricultural lands to the greatest extent practicable, the Planning Board shall not approve cluster subdivisions which set aside open space to be used as golf courses, playgrounds, tennis facilities or any other outdoor recreational facilities. In the review of applications for cluster subdivisions which preserve existing golf courses or any other outdoor recreational activity, the Planning Board shall observe the following guidelines:

- (i) The yield shall be fifty percent (50%) of the yield allowed in the applicable zoning use district.
- (ii) Cluster subdivisions shall be limited to homeowner association realty subdivisions. The Planning Board shall not entertain or approve condominium maps pursuant to Article XXIX of the Town of Riverhead Zoning Ordinance.
- (iii) All residential units shall be restricted to owners of the age of 55 years or older.

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

Dated: Riverhead, New York  
December 2, 2008

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

**DIANE WILHELM, Town Clerk**

# Tabled

December 2, 2008

## TOWN OF RIVERHEAD

Resolution # 1093

### AWARDS BID FOR PICK UP AND REMOVAL OF YARD WASTE DEBRIS FROM THE YOUNG'S AVENUE YARD WASTE COLLECTION FACILITY

COUNCILMAN BUCKLEY

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

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

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for Pick up and Removal of Yard Waste Debris from the Young's Avenue Yard Waste Collection Facility and;

WHEREAS, two bids were received and opened at 11:00 am on November 7, 2008, at Town Hall, 200 Howell Avenue, Riverhead, New York; the date, time and place as specified in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for Removal and Disposal of Yard Waste Debris from the Young's Avenue Yard Waste Collection Facility for the period of January 1, 2009 through December 31, 2009 for the Town of Riverhead be and is hereby awarded to the lowest bidder, Oyster Bay Industries, Inc. for \$14.20 per cubic yard.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Oyster Bay Industries, Inc., located at 6232 Middle Country Road, Manorville, NY 11949, the Sanitation Department and the Purchasing Department.

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

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

CARDINALE  YES \_\_\_ NO

THIS RESOLUTION  IS \_\_\_ IS NOT

DECLARED DULY ADOPTED

Adopted

\*12/12/2008 The Resolution was untabled at the Special Board Meeting  
All voted yes to UNTABLE  
The Resolution was Adopted  
All voted yes to Adopt.  
December 2, 2008

Tabled

TOWN OF RIVERHEAD

Resolution # 1093

AWARDS BID FOR PICK UP AND REMOVAL OF YARD WASTE DEBRIS  
FROM THE YOUNG'S AVENUE YARD WASTE COLLECTION FACILITY

COUNCILMAN BUCKLEY

offered the following resolution

which was seconded by COUNCILMAN WOOTEN

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for Pick up and Removal of Yard Waste Debris from the Young's Avenue Yard Waste Collection Facility and;

WHEREAS, two bids were received and opened at 11:00 am on November 7, 2008, at Town Hall, 200 Howell Avenue, Riverhead, New York; the date, time and place as specified in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for Removal and Disposal of Yard Waste Debris from the Young's Avenue Yard Waste Collection Facility for the period of January 1, 2009 through December 31, 2009 for the Town of Riverhead be and is hereby awarded to the lowest bidder, Oyster Bay Industries, Inc. for \$14.20 per cubic yard.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Oyster Bay Industries, Inc., located at 6232 Middle Country Road, Manorville, NY 11949, the Sanitation Department and the Purchasing Department.

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

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

CARDINALE  YES \_\_\_ NO

THIS RESOLUTION  IS \_\_\_ IS NOT

DECLARED DULY ADOPTED

12/2/08

Town of Riverhead

# Adopted

Resolution # 1094

**APPOINTS A REPRESENTATIVE OF THE CSEA SUFFOLK LOCAL 852 UNIT 8758 TO THE TRANSITION TEAM CREATED TO ENSURE THE ORDERLY, ECONOMIC AND TIMELY TRANSFER OF DISPATCH SERVICES FROM THE TOWN OF RIVERHEAD TO THE COUNTY OF SUFFOLK**

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

**WHEREAS**, by Resolution # 1036, adopted on November 20, 2008, the Town Board of the Town of Riverhead determined that the Town shall transfer dispatch functions for police, fire, rescue and emergency services to the County of Suffolk on June 30, 2009; and,

**WHEREAS**, the Town Board of the Town of Riverhead authorized the creation of a transition team and appointed Councilman Timothy Buckley; Lt. Dave Lessard; Keith Lewin, President of the Riverhead Ambulance Corp.; and, Margaret Ferris, Personnel Director for the Town of Riverhead to the transition team; and

**WHEREAS**, the Town Board of the Town of Riverhead authorized the creation of a transition team to ensure the orderly, economic and timely transfer of dispatch services from the Town of Riverhead to the County of Suffolk; and

**WHEREAS**, the Town Board identified issues related to the transfer of function for the transition team to concentrate its efforts, including coordination of efforts with County Communications Department and such other departments and agencies within the County to swiftly provide and install upgraded computer equipment and technologies in the Town of Riverhead Police Department; integration of the Town's CAD system with the Suffolk County Police Department CAD system such that the level of technology and records retention is maintained by the Town of Riverhead; installation of upgraded computer equipment and technologies required by the Town of Riverhead Ambulance Corp. to integrate its system with County of Suffolk Fire, Rescue & Emergency Services, but, not including authority to negotiate terms and conditions of employment for the dispatchers, the CSEA or the Town; and

**WHEREAS**, the President of the CSEA Suffolk Local 852 Unit 8785 requested that the Town Board include and appoint a representative of the CSEA to the transition team; and

**WHEREAS**, Victor J. Prusinowski volunteered his services to the CSEA, and by letter dated November 26, 2008, the President of the CSEA Suffolk Local 852 Unit

8785 has recommended Victor J. Prusinowski to act as representative of the Local 852 Unit 8785 on the transition team; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby approves the expansion of the transition team to include a representative of the CSEA Suffolk Local 852 Unit 8785, and appoints Victor J. Prusinowski as representative of the CSEA Suffolk Local 852 Unit 8785 to serve as a volunteer member of the transition team; and,

**BE IT FURTHER RESOLVED**, that Victor J. Prusinowski shall assist in the efforts of the transition team as set forth in Resolution 1036 adopted on November 20, 2008 with the understanding that all members of the transition team shall refrain from any act or communication related to negotiation for employees, the CSEA or the Town; and

**BE IT FURTHER RESOLVED** that the Town Clerk is directed to provide a copy of this resolution to the Suffolk County Police Commissioner Richard Dormer, 30 Yaphank Avenue, Yaphank, New York 11980; Commissioner Joseph Williams, Department of Fire, Rescue & Emergency Services, P.O. Box 127, Yaphank, NY 11980; Captain Myles P. Quinn, Emergency Services Dispatcher III and Department Liaison for Suffolk County Combined Radio Committee, 30 Yaphank Avenue, Yaphank, New York 11980; Richard Zuckerman, Esq., P.O. Box 9034, Melville, NY 11747; Alan Schneider, Personnel Director, Suffolk County Civil Service, Bldg. 158 North County Complex, P.O. Box 6100; Hauppauge, NY 11788; Town of Riverhead Chief of Police David Hegermiller; Lt. Dave Lessard; Keith Lewin, President of the Ambulance Corp., P.O. Box 924, Riverhead, NY 11901; Matthew Hattoroff, President of CSEA Suffolk Local 852 Unit 8758; Victor J. Prusinowski; Town Board of the Town of Riverhead; Office of the Town Attorney; Personnel Department; and Accounting Department.

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

DECEMBER 2, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 1095

**RESCINDS PORTION OF BID AWARD #927 FOR SIGNAGE ITEM #'S 1,2,3,5 AND 7**

COUNCILWOMAN BLASS

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

COUNCILMAN DUNLEAVY

by \_\_\_\_\_:

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for SIGNAGE for the Town of Riverhead and;

WHEREAS, two bids were received and opened at 11:00 am on October 2, 2008, and awarded on November 20<sup>th</sup>, 2008; and

WHEREAS, on November 20, 2008 the bid was awarded in part to Denys Designs for Item #'s 1,2,3,5 and 7, and Wedel Signs for Items 4, 6 and 8 ; and

WHEREAS, the bid for Items 1,2,3,5 and 7 awarded to Denys Designs must be rescinded due to an incomplete bid submission regarding proof as to as to quality of workmanship of the signs and failure to provide accurate estimate for items bid (Letter to Town of Riverhead from Denys Designs dated October 2, 2008 attached)and,

NOW THEREFORE BE IT RESOLVED, that the portion of the bid awarded to Denys Designs for Item #'s 1,2,3,5 and 7 is hereby rescinded; and,

AND BE IT FURTHER RESOLVED, that the Town Board of the Town of Riverhead may re-award Item #'s 1,2,3,5 and 7 to the next lowest responsible bidder.

BE IT FURTHER, RESOLVED, that the Town board may re-award to the next lowest responsible bidder and the Town Clerk be and is hereby is authorized to forward a copy of this resolution to Denys Designs and the Purchasing Department.

**THE VOTE**

Buckley  Yes  No

Wooten  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

DECEMBER 2, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 1096

AWARDS BID #927 FOR SIGNAGE ITEM #'S 1,2,3,5 AND 7 TO WEDEL SIGNS, INC.

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

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for SIGNAGE for the Town of Riverhead and;

WHEREAS, two bids were received and opened at 11:00 am on October 2, 2008, at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

WHEREAS, the Town Board of the Town of Riverhead originally awarded a portion of the bid for Item #'s 1,2,3,5 and 7 to Denys Designs and due to improper bid submission that portion of the bid awarded to Denys Designs was rescinded, and

NOW THEREFORE BE IT RESOLVED, that the bid for SIGNAGE for Item #'s 1,2,3,5 and 7 are hereby awarded to Wedel Signs, and

RESOLVED, that the Town Clerk be and is hereby is authorized to forward a copy of this resolution to WEDEL SIGNS and the Purchasing Department.

THE VOTE

Buckley  Yes  No

Wooten  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

# Adopted

RESOLUTION # <u>1007</u> ABSTRACT #08-47 November 20, 2008 (TBM 12/02/08)			
COUNCILMAN BUCKLEY offered the following Resolution which was seconded by			
<del>COUNCILMAN WOOTEN</del>			
FUND NAME		CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	779,752.43	779,752.43
POLICE ATHLETIC LEAGUE	4	4,132.15	4,132.15
RECREATION PROGRAM FUND	6	3,657.90	3,657.90
TOWN BOARD SPECIAL PROGRAM FUN	24	810.63	810.63
ECONOMIC DEVELOPMENT ZONE FUND	30	4,863.86	4,863.86
HIGHWAY FUND	111	74,796.06	74,796.06
WATER DISTRICT	112	93,571.58	93,571.58
RIVERHEAD SEWER DISTRICT	114	87,149.53	87,149.53
REFUSE & GARBAGE COLLECTION DI	115	5,346.51	5,346.51
STREET LIGHTING DISTRICT	116	25,218.20	25,218.20
AMBULANCE DISTRICT	120	3,073.68	3,073.68
CALVERTON SEWER DISTRICT	124	876.47	876.47
RIVERHEAD SCAVANGER WASTE DIST	128	28,654.85	28,654.85
WORKERS' COMPENSATION FUND	173	27,976.74	27,976.74
CDBG CONSORTIUM ACOUNT	181	631.71	631.71
SEWER DISTRICTS DEBT SERVICE	382	13,718.77	13,718.77
WATER DISTRICT DEBT SERVICE	383	7,164.33	7,164.33
GENERAL FUND DEBT SERVICE	384	2,891,670.64	2,891,670.64
SCAVANGER WASTE DISTRICT DEBT	385	948.77	948.77
TOWN HALL CAPITAL PROJECTS	406	207,075.17	207,075.17
YOUTH SERVICES CAP PROJECT	452	4,399.51	4,399.51
SENIORS HELP SENIORS CAP PROJE	453	2,802.46	2,802.46
MUNICIPAL FUEL FUND	625	26,561.87	26,561.87
MUNICIPAL GARAGE FUND	626	14,046.15	14,046.15
TRUST & AGENCY	735	555,544.53	555,544.53
COMMUNITY PRESERVATION FUND	737	8,425.05	8,425.05
CALVERTON PARK - C.D.A.	914	530	530
<b>TOTAL ALL FUNDS</b>		<b>4,873,399.55</b>	<b>4,873,399.55</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 # 1097 ABSTRACT #08-47 November 20, 2008 (TBM 12/02/08)			
COUNCILMAN BUCKLEY offered the following Resolution which was seconded by			
COUNCILMAN WOOTEN			
FUND NAME		CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	779,752.43	779,752.43
POLICE ATHLETIC LEAGUE	4	4,132.15	4,132.15
RECREATION PROGRAM FUND	6	3,657.90	3,657.90
TOWN BOARD SPECIAL PROGRAM FUN	24	810.63	810.63
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RIVERHEAD SEWER DISTRICT	114	87,149.53	87,149.53
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TOTAL ALL FUNDS		4,873,399.55	4,873,399.55