

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

**CDA**

- Res. #4**      **Accepting Request to Extend the Due Diligence Period for an Additional Two Weeks Pursuant to the Agreement of Sale dated October 2, 2007 with REPCAL LLC**

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

- Res. #119**    **Accepting Request to Extend the Due Diligence Period for an Additional Two Weeks Pursuant to the Agreement of Sale dated October 2, 2007 with REPCAL LLC**

- Res. #120**    **Bond Resolution, Subject to Permissive Referendum, Authorizing the Reconstruction of Roads in and for the Town of Riverhead, Suffolk County, New York, at a Maximum Estimated Cost of \$1,500,000, and Authorizing the Issuance of \$1,500,000 Bonds of Said Town to Pay the Cost Thereof**

- Res. #121**    **Apple Honda Sewer Extension Budget Adoption**

- Res. #122**    **Heating, Ventilation and Air Conditioning System Senior Center Capital Improvement Project Budget Adoption**

- Res. #123**    **Intergenerational Program Budget Adjustment**

- Res. #124**    **Repainting of Water Tanks – Plant No. 8 and 9 Water District Capital Project Budget Adjustment**

- Res. #125**    **Residential Emergency Home Repair Fund Budget Adoption**

- Res. #126**    **Appoints Member to Town of Riverhead/Suffolk County Empire Zone Administrative Board (Kenneth Rollins)**

- Res. #127**    **Approves the Transfer of a Public Safety Dispatcher**

- Res. #128**    **Authorizes One Police Department Employee to the New York State Crime Prevention Coalition Course**

- Res. #129** Appoints Member to the Energy Advisory Committee (Thea Cohen)
- Res. #130** Authorization to Publish Advertisement for Sludge Cake, Grit and Screenings Removal for the Town of Riverhead
- Res. #131** Authorizes the Supervisor to Execute a Pest Control Agreement
- Res. #132** Authorizes Publication of Display Ad RE: Attendance at Suffolk County Police Academy
- Res. #133** Approves Chapter 90 Application of East End Olds Club (Car Show & Swap Meet)
- Res. #134** Adopts Local Law to Amend Chapter 108 Entitled, “Zoning” of the Riverhead Town Code (Repeal and Replace §108-235 through §108-245 – Planned Recreational Park (PRP) District)
- Res. #135** Adopts a Local Law Amending Chapter 108 Entitled, “Zoning” of the Riverhead Town Code (Agriculture Protection (APZ) Zoning Use District)
- Res. #136** Authorizes Supervisor to Execute Agreement with the Riverhead Volunteer Ambulance Corps, Inc.
- Res. #137** Grants Special Use Permit of Gerald Simone (Gendot Associates) Age Restricted Retirement Community)
- Res. #138** Authorizes One Police Department Employee to Transport the Vehicle Weight Scales to Syracuse for Calibration
- Res. #139** Awards Bid for Water Service Materials for Use in the Riverhead Water District
- Res. #140** Authorizes Supervisor to Execute Retainer Agreement with Mary C. Hartill, Esq. of the Law Firm of Saladino & Hartill, LLP for Legal Services (Riverhead Youth Court)
- Res. #141** Pays Bills

February 18, 2009

Adopte

TOWN OF RIVERHEAD

CDA RESOLUTION # 4

ACCEPTING REQUEST TO EXTEND THE DUE DILIGENCE PERIOD FOR AN ADDITIONAL TWO WEEKS PURSUANT TO THE AGREEMENT OF SALE DATED OCTOBER 2, 2007 WITH REPCAL LLC

**COUNCILWOMAN BLASS**

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

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

**COUNCILMAN DUNLEAVY**

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

WHEREAS, the parties had previously agreed to extend the Due Diligence Period as defined in the October 2, 2007 Agreement to February 28, 2009; and

WHEREAS, Repcal LLC has requested an additional two (2) week extension of the Due Diligence period to March 13, 2009; and

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

NOW, THEREFORE BE IT RESOLVED,

RESOLVED, that REPCAL LLC'S request to extend the due diligence period to March 13, 2009 was hereby granted; and it is further

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

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

THE VOTE

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

THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED

Adopted

February 18, 2009

RESOLUTION # 119

TOWN OF RIVERHEAD

ACCEPTING REQUEST TO EXTEND THE DUE DILIGENCE PERIOD FOR AN ADDITIONAL TWO WEEKS PURSUANT TO THE AGREEMENT OF SALE DATED OCTOBER 2, 2007 WITH REPCAL LLC

COUNCILMAN DUNLEAVY

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

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

WHEREAS, the parties had previously agreed to extend the Due Diligence Period as defined in the October 2, 2007 Agreement to February 28, 2009; and

WHEREAS, Repcal LLC has requested an additional two (2) week extension of the Due Diligence period to March 13, 2009; and

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

NOW, THEREFORE BE IT RESOLVED,

RESOLVED, that REPCAL LLC'S request to extend the due diligence period to March 13, 2009 was hereby granted; and it is further

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

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

	THE VOTE			
Buckley	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Wooten	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Blass	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
			Cardinale	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
THE RESOLUTION <input checked="" type="checkbox"/> WAS <input type="checkbox"/> WAS NOT				
THEREFORE DULY ADOPTED				

160532334.01

RESOLUTION #120

Adopted

**BOND RESOLUTION  
(SUBJECT TO PERMISSIVE REFERENDUM)**

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, on the 18<sup>th</sup> day of February, 2009, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT:

ABSENT:

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

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

THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED

BOND RESOLUTION DATED FEBRUARY 18<sup>TH</sup>, 2009.

A RESOLUTION, SUBJECT TO PERMISSIVE REFERENDUM, AUTHORIZING THE RECONSTRUCTION OF ROADS IN AND FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY; NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,500,000, AND AUTHORIZING THE ISSUANCE OF \$1,500,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF.

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

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

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

Section 1. The reconstruction of roads in and for the Town of Riverhead, Suffolk County, New York, including incidental improvements and expenses in connection therewith, is hereby authorized, at a maximum estimated cost of \$1,500,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$1,500,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized **will exceed five years.**

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

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

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

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

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

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

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

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

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

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

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

\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \* \* \*

**CERTIFICATION FORM**

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF SUFFOLK                )

I, the undersigned Clerk of the Town of Riverhead, in the County of Suffolk, New York (the "Issuer"), DO HEREBY CERTIFY:

- 1) That a meeting of the Issuer was duly called, held and conducted on the \_\_\_\_ day of \_\_\_\_\_, 2009.
- 2) That such meeting was a **special** **regular** (circle one) meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given **PRIOR** **THERETO** in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication)

**POSTING** (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Town Clerk

(CORPORATE SEAL)

NOTICE OF ADOPTION OF RESOLUTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Riverhead, Suffolk County, New York, at a meeting held on the 18<sup>th</sup> day of February, 2009, duly adopted the resolution published herewith **subject to a permissive referendum**.

Dated: Riverhead, New York,  
\_\_\_\_\_, 2009.

Diane M. Wilhelm  
Town Clerk

Resolution # \_\_\_\_\_

BOND RESOLUTION DATED \_\_\_\_\_, 2009.

A RESOLUTION, SUBJECT TO PERMISSIVE REFERENDUM, AUTHORIZING THE RECONSTRUCTION OF ROADS IN AND FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,500,000, AND AUTHORIZING THE ISSUANCE OF \$1,500,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF.

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

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

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

Section 1. The reconstruction of roads in and for the Town of Riverhead, Suffolk County, New York, including incidental improvements and expenses in connection therewith, is hereby authorized, at a maximum estimated cost of \$1,500,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$1,500,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized **will exceed five years.**

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

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

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

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

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

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

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

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

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

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

CERTIFICATION OF POSTING

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF SUFFOLK         )

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York, DO  
HEREBY CERTIFY:

That on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, I caused to be posted on the  
official signboard maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, a  
Notice of Adoption of a bond resolution adopted by the Town Board of said Town on the \_\_\_\_\_  
day of \_\_\_\_\_, 2009.

A true and correct copy of such Notice of Adoption is attached hereto.

\_\_\_\_\_  
Town Clerk

Sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

February 18, 2009

Adopted

TOWN OF RIVERHEAD

APPLE HONDA SEWER EXTENSION

BUDGET ADOPTION

RESOLUTION # <sup>121</sup> \_\_\_\_\_

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY.

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

		<u>FROM</u>	<u>TO</u>
414.092705.421050.20030	Developer Fees	\$ 4,500	
414.081300.543504.20030	Engineering Fees		\$ 4,500

**THE VOTE**

Wooten <sup>absent</sup>  Yes  No      Buckley  Yes  No  
Dunleavy  Yes  No      Blass  Yes  No  
Cardinale  Yes  No



February 18, 2009

Adopted

TOWN OF RIVERHEAD

HEATING, VENTILATION AND AIR CONDITIONING SYSTEM

SENIOR CENTER CAPITAL IMPROVEMENT PROJECT

BUDGET ADOPTION

RESOLUTION # 122

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 attached budget adjustment:

		<u>FROM</u>	<u>TO</u>
406.092801.481181.40199	CDBG Transfer	50,000	
406.092801.481001.40199	General Fund Transfer	28,000	
406.075600.523024.40199	HVAC Improvements- Senior Center		75,000
406.075600.543500.40199	Professional Services – Engineering		3,000

THE VOTE

Wooten <sup>absent</sup>  Yes  No

Dunleavy  Yes  No

Buckley  Yes  No

Blass  Yes  No

Cardinale  Yes  No

February 18, 2009

Adopted

TOWN OF RIVERHEAD

INTERGENERATIONAL PROGRAM

BUDGET ADJUSTMENT

RESOLUTION # 123

COUNCILMAN BUCKLEY

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

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

		<u>FROM</u>	<u>TO</u>
001.079891.511500	Intergenerational Personnel	7,500	
001.079891.545000	Rentals		2,500
001.079891.543620	Program Instructors		2,500
001.079891.542112	Supplies		2,500
001.072200.524000	Equipment		1,000

THE VOTE

Wooten  Yes  No Buckley  Yes  No

Dunleavy  Yes  No Blass  Yes  No

Cardinale  Yes  No

February 18, 2009

Adopted

TOWN OF RIVERHEAD

REPAINTING OF WATER TANKS - PLANT NO. 8 AND 9  
WATER DISTRICT CAPITAL PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 124

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 attached budget adjustment:

		<u>FROM</u>	<u>TO</u>
406.083200.541000	Tank Repainting & Maintenance	14,219.29	
406.083200.543501	Professional Svc – Engineer Water		14,219.29

**THE VOTE**

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

Cardinale  Yes  No

February 18, 2009

# Tabled

TOWN OF RIVERHEAD

RESOLUTION # 125

RESIDENTIAL EMERGENCY HOME REPAIR FUND  
BUDGET ADOPTION

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

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

		<u>FROM</u>	<u>TO</u>
184.086860.492700	NYS Division of Housing & Community Renewal Trust Fund	\$75,000	
184.086860.492700	loan payoff – Oddone	6,260	
184.086860.549500	Construction Rehab		\$81,260

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

**THE VOTE**

Blass  Yes  No

Wooten <sup>absent</sup>  Yes  No

Dunleavy  Yes  No

Buckley  Yes  No

Cardinale  Yes  No

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

February 18, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 126

**APPOINTS MEMBER TO TOWN OF RIVERHEAD/SUFFOLK COUNTY  
EMPIRE ZONE ADMINISTRATIVE BOARD**

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

**WHEREAS**, the Town of Riverhead by Resolution Number 805-1997, authorized submission of an application to the State of New York Empire State Development Corporation for designation of the Calverton Enterprise Park as an Economic Development Zone, now known as Empire Zone; and

**WHEREAS**, on June 3, 1998, Governor George Pataki did announce the designation of new zones to include the Calverton Enterprise Park in the Town of Riverhead, Suffolk County; and

**WHEREAS**, the implementation of the Empire Zone requires certain actions by the municipality including the establishment of a Zone Administrative Board to be responsible for the operation of the zone and its programs; and

**WHEREAS**, the Zone Administrative Board must include a representative of a local business, organized labor, community group organization, financial institution, education institution, local utility provider and zone area residents, as well as the Town Supervisor, Community Development Agency Director, the Suffolk County Executive; and

**WHEREAS**, members of the Zone Administrative Board must be appointed as their terms expire or to fill a vacancy; and

**WHEREAS**, the position set forth in the bylaws for a representative of a community group organization is vacant; and

**WHEREAS**, it is the desire of the Town Board of the Town of Riverhead to appoint Kenneth Rollins to fill the community group organization vacancy.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby appoints Kenneth Rollins to serve as the representative of a community group organization to the Town of Riverhead/Suffolk County Empire Zone Administrative Board until reappointment or replacement by the Riverhead Town Board; and

**BE IT FURTHER RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to Office of the Suffolk County Executive, Steve Levy c/o Nick Anastasi, Economic Development, P.O. Box 6100 Hauppauge, NY 11788; Kenneth Rollins, 2739 North Wading River Road, Wading River, NY 11792; Town Attorney's Office; Randy Coburn (Empire Zones Program Director, c/o Empire State Development; Riverhead Community Development Agency; and Tracy Stark, Empire Zone Coordinator.

WOOTEN <sup>*absent*</sup> ~~YES~~  NO      BUCKLEY  YES  NO  
DUNLEAVY  YES  NO      BLASS  YES  NO  
CARDINALE  YES  NO  
THIS RESOLUTION  IS  IS NOT  
DECLARED DULY ADOPTED

February 18, 2009

Adopted

**TOWN OF RIVERHEAD**

Resolution # 127

**APPROVES THE TRANSFER OF A PUBLIC SAFETY DISPATCHER**

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

**WHEREAS**, Public Safety Dispatcher Tanya Newman has requested authorization from the Town of Riverhead to transfer to the Town of Southold effective March 1, 2009, with her last day of employment being February 28, 2009.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Riverhead does hereby agree to approve the request of transfer from Tanya Newman effective March 1, 2009.

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Tanya Newman, the Chief of Police and the Office of Accounting.

WOOTEN <sup>absent</sup> ~~YES~~ \_\_\_ NO      BUCKLEY  YES \_\_\_ NO  
 DUNLEAVY  YES \_\_\_ NO      BLASS  YES \_\_\_ NO  
 CARDINALE  YES \_\_\_ NO

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

02/18/09

STATUS \_\_\_\_\_

Resolution # 128

AUTHORIZES ONE POLICE DEPARTMENT EMPLOYEE TO THE NEW YORK STATE CRIME PREVENTION COALITION COURSE

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

**WHEREAS**, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for the attendance of one police department employee to the New York State Crime Prevention Coalition Course in Saratoga Springs, New York; and,

**WHEREAS**, the seminar will be held in Saratoga Springs, New York from March 22 – March 27, 2009.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby authorizes the attendance of one police department employee to attend the New York State Crime Prevention Coalition Course.

**BE IT FURTHER RESOLVED**, that the Town Board hereby authorizes reimbursement of expenses incurred, not to exceed \$1,200.00 (registration, meals, lodging, tolls, fuel & miscellaneous expenses; upon submission of proper receipts; and,

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

THE VOTE

WOOTEN <sup>absent</sup> YES NO    BUCKLEY  YES NO  
 DUNLEAVY  YES NO    BLASS  YES NO  
 CARDINALE  YES NO  
 THIS RESOLUTION  IS IS NOT  
**DECLARED DULY ADOPTED**

February 18, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 129

Appoints Member to the Energy Advisory Committee

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

WHEREAS, pursuant to Advisory Committee guidelines adopted by the Riverhead Town Board, a vacancy exists on the Energy Advisory Committee; and

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

WHEREAS, Thea Cohen has expressed an interest in serving as a volunteer on the Energy Advisory Committee.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby appoints Thea Cohen to the Energy Advisory Committee.

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 Energy Advisory Committee, and Thea Cohen.

THE VOTE

Buckley YES NO Wooten YES NO
Dunleavy YES NO Blass YES NO
CARDINALE YES NO

THIS RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

February 17, 2009

Adopted

**TOWN OF RIVERHEAD**

Resolution # 130

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR  
SLUDGE CAKE, GRIT AND SCREENINGS REMOVAL**

**FOR THE TOWN OF RIVERHEAD**

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY

**WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for SLUDGE CAKE GRIT AND SCREENINGS REMOVAL FOR THE TOWN OF RIVERHEAD SEWER AND SCAVENGERWASTE DISTRICT and;**

**BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the FEBRUARY 26, 2009 issue of the News Review and;**

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

**THE VOTE**

Buckley  Yes  No

Wooten  Yes  No *absent*

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not

**Thereupon Duly Declared Adopted**

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

**Sealed bids for the purchase of SLUDGE CAKE, GRIT AND SCREENINGS REMOVAL for the TOWN OF RIVERHEAD SEWER AND SCAVENGER WASTE DISTRICT, will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on MARCH 12, 2009.**

**Bid packets, including Specifications, may be obtained on our website at www.riverheadli.com or at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.**

**All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.**

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

**All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR SLUDGE CAKE, GRIT AND SCREENINGS REMOVAL.**

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

**Diane M. Wilhelm, Town Clerk**

February 18, 2009

Adopted

**TOWN OF RIVERHEAD**

**RESOLUTION # 131**

**AUTHORIZES THE SUPERVISOR TO EXECUTE A  
PEST CONTROL AGREEMENT**

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

WHEREAS, the Town of Riverhead Senior Center serves the interests of Riverhead Town's seniors including but not limited to food service; and

WHEREAS, the Town of Riverhead desires to maintain a pest-free environment at the Senior Center; and

WHEREAS, Orkin Pest Control Commercial Services is ready, willing and able to provide a pest-free environment at the Senior Center; and

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached pest control agreement with Orkin Pest Control Commercial Services; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to John McMurray, Orkin Pest Control Commercial Services, 106-01 101<sup>st</sup> Avenue, Ozone Park, New York 11416; the Accounting Department; Engineering Department; Senior Citizen's Services and the Office of the Town Attorney.

THE VOTE

Wooten	<del>Yes</del> <input type="checkbox"/> <del>No</del> <input type="checkbox"/>	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



# Orkin Pest Control

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF ORKIN MANAGEMENT, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

BRANCH OFFICE COPY

COMMERCIAL SERVICES

ROUTE	GRID #
-------	--------

Customer Name TOWN OF RIVERHEAD SENIOR CENTER Date 12/19/08  
 Billing Address 300 HOWELL AVENUE  
 City RIVERHEAD State N.Y. Zip Code 11901 Phone 631 727 3200 EXT. 20

### I. INTENT

A. This Agreement is intended to constitute a mutual understanding between \_\_\_\_\_ (the Customer) and ORKIN PEST CONTROL

B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address): 60 SHADY TREE LANE RIVERHEAD, N.Y. 11901  
 County Name: SUFFOLK Is this within city limits  Yes  No

### II. SCOPE AND NATURE OF WORK

A. Orkin agrees to provide service for the following pests:  
 Roaches  Common ants  Flats and mice  Pharaoh ants\*  Common spiders  Fleas  Odor  Other \_\_\_\_\_  
 Service means the periodic treatment to help control/eradicate the targeted pests. Service cannot guarantee the targeted pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional monthly charge required to cover these ants.

B. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Bed Bugs, or Mosquitoes. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

- A. The Customer shall extend all necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.
- B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.
- C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.
- D. Should the Customer discover any targeted pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.
- E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

A. Orkin service representative shall service the Customer (service frequency)  1 Time  2 Times  4 Times per month  Other \_\_\_\_\_  
 All areas requiring attention shall be treated as deemed necessary by Orkin.

B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### V. TERMS OF AGREEMENT

- A. This agreement shall be effective for a period of 1  2  3 years and shall renew itself from month to month thereafter until terminated by either party upon sixty days' written notice.
- B. For multiple year agreements, the monthly service charge will not increase for two years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.
- C. The Customer acknowledges that the terms and conditions between the Customer and Orkin are those stated in the Commercial Services Agreement, that this is the entire agreement, and that there are no other terms or provisions which apply. Any modification or change to these terms and conditions must be by a written Addendum signed by each party, subject to the provisions of section II.B. above.
- D. Orkin will be relieved of its obligations under the Triple Guarantee and Orkin may terminate this Agreement on sixty (60) days written notice, if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to acts of God, including earthquakes, storms, fires, floods, or because of material change in circumstances, including, but not limited to, acts of war, strikes, unavailability of pesticides, or other supplies from ordinary sources. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to the paragraph on MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of the MEDIATION/ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

### VI. PAYMENT

A. The cost of the services described herein shall be \$ 2 plus tax of \$ 2 for the initial month and \$ 137.80 plus tax of \$ 2 per month thereafter for a period of 12 months. You will receive a monthly invoice. Payment shall be due upon receipt of invoice.

### VII. MATERIALS

A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.  
 B. The materials shall be used in accordance with the labels and specifications.

VIII. LIMITATION OF LIABILITY: The Customer expressly releases Orkin from liability for personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) caused by any pests. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided. In no event will Orkin be responsible for consequential damages for loss of use of property. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived.

### IX. EQUIPMENT REPLACEMENT

A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, Orkin/Aires, or insect light traps) that is damaged, lost or destroyed on the Customer premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs.  
 B. Orkin shall retain ownership of leased components. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

X. INSURANCE: Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.

XI. CHEMICAL INFORMATION WARNING: Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

XII. MEDIATION/ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: <http://www.adr.org>.

XIII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Complete Easy Payment Form  P.O. Number \_\_\_\_\_

Inspector Name (PRINT) JOHN McMURRAY Employee ID # or Certification # \_\_\_\_\_

Branch Telephone Number 718 441 1441

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY ORKIN MANAGEMENT

Branch Management Signature \_\_\_\_\_ Date 12/19/08

Branch Street Address 106-01 101 ST AVE,

City OZONE PARK, N.Y. State \_\_\_\_\_ Zip Code 11416

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

PAYMENT SUMMARY (includes <input type="checkbox"/> pest <input type="checkbox"/> fly <input type="checkbox"/> odor <input type="checkbox"/> other _____)	
CHECK THOSE THAT APPLY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service	\$ _____
b. One-Time Charges	\$ _____
c. Product Sales	\$ _____
d. Sales Tax (if applicable)	\$ _____
TOTAL (1a + 1b + 1c + 1d)	\$ _____
<b>2. MONTHLY TREATMENT SERVICE CHARGES</b>	
a. Monthly Treatment Service Charges	\$ <u>137.80</u>
b. Sales Tax (if applicable)	\$ _____
TOTAL (2a + 2b)	\$ <u>137.80</u>
<b>3. MONTHLY LEASE CHARGES</b>	
a. Leased Component Charges	\$ _____
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> Orkin/Aires <input type="checkbox"/> Air Scents	
<input type="checkbox"/> Other _____	
b. Sales Tax (if applicable)	\$ <u>TAX EXEMPT</u>
TOTAL (3a + 3b)	\$ _____
4. Product Sales / One-Time Charges plus tax (if applicable)	\$ _____
FIRST MONTH'S INVESTMENT (Total of 1a, b, c, and d)	\$ _____
MONTHLY SERVICE / LEASE PAYMENT (Total of 2 + 3)	\$ <u>137.80</u>

February 18, 2009

TOWN OF RIVERHEAD

Adopted

Resolution # 132

**AUTHORIZES PUBLICATION OF DISPLAY AD**  
**RE: ATTENDANCE AT SUFFOLK COUNTY POLICE ACADEMY**

COUNCILMAN BUCKLEY

offered the following resolution, which was seconded by

COUNCILWOMAN BLASS

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the below advertisement as a display ad in the February 26, 2009, issue of The News Review.

**TOWN OF RIVERHEAD**  
**PUBLIC NOTICE**

PLEASE TAKE NOTICE, the Town of Riverhead is seeking candidates to attend the Suffolk County Police Academy for the purpose of serving as Part-time Police Officers with the Town of Riverhead Police Department. Candidates for the position must:

1. Apply to the Riverhead Town Police Department no later than March 16, 2009; and
2. Have reached age twenty (20) by date of application; and
3. Be a high school graduate or possess a high school equivalency diploma, recognized by the New York State Department of Education; and
4. Successfully pass a qualifying psychological evaluation as directed by the Suffolk County Department of Civil Service; and
5. Successfully pass a qualifying medical evaluation as directed by the Suffolk County Department of Civil Service; and
6. Successfully pass a qualifying physical fitness agility evaluation at the direction of the Suffolk County Department of Civil Service; and
7. Submit to polygraph testing as directed; and
8. Be a United States citizen; and
9. Possess a valid New York State operator's or chauffeur's license at the time of original appointment and throughout their employment; and
10. Successfully pass an applicant background investigation conducted by the Suffolk County Police Department; and

11. Attend the Suffolk County Police Academy for a minimum of 587 hours of instruction.
12. The course of instruction is **TENTATIVELY** scheduled to begin in the Fall of 2009.

If the candidate fulfills the basic requirements and successfully completes the courses at the Suffolk County Police Academy, that graduate will be awarded a certificate by the Bureau for Municipal Police, which certifies that person as a Police Officer in the State of New York.

Following graduation, the candidate is required to have on-the-job training with the Town of Riverhead for a period of not less than 40 hours.

Any individual requesting further information on this program is directed to call the Riverhead Police Department at 727-4500, ext. 315.

BY ORDER OF,  
THE RIVERHEAD TOWN BOARD  
DIANE M. WILHELM, TOWN CLERK

BLASS  YES \_\_\_ NO      BUCKLEY  YES \_\_\_ NO  
DUNLEAVY  YES \_\_\_ NO      WOOTEN <sup>absent</sup> \_\_\_ YES \_\_\_ NO  
CARDINALE  YES \_\_\_ NO  
THIS RESOLUTION  IS \_\_\_ IS NOT  
DECLARED DULY ADOPTED

2/18/09

TOWN OF RIVERHEAD

Adopted

Resolution # 133

**APPROVES CHAPTER 90 APPLICATION OF EAST END OLDS CLUB  
(CAR SHOW & SWAP MEET)**

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY :

**WHEREAS**, on February 3, 2009, the East End Olds Club had submitted a Chapter 90 Application for the purpose of conducting a car show and swap meet to be held at the George Young Community Center located at South Jamesport Avenue, Jamesport, New York, between the hours of 8:00 a.m. and 5:00 p.m., on August 9, 2009 having a rain date of August 16, 2009; and

**WHEREAS**, East End Olds Club has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

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

**WHEREAS**, East End Olds Club has paid the required Chapter 90 Application Fee for this event; and

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

**WHEREAS**, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

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

**RESOLVED**, that the Chapter 90 Application of East End Olds Club, for the purpose of conducting a car show and swap meet to be held at the George Young Community Center located at South Jamesport Avenue, Jamesport, New York, between the hours of 8:00 a.m. and 5:00 p.m., on August 9, 2009 having a rain date of August 16, 2009 is hereby approved; and be it further

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

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

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

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to East End Olds Club, 9 White Birch Court, Riverhead, New York, 11901, the Riverhead Fire Marshal, Kenneth Testa, P.E., the Office of the Town Attorney and the Riverhead Police Department.

THE VOTE  
Buckley  yes \_\_\_ no Wooten  yes \_\_\_ no *absent*  
Dunleavy  yes \_\_\_ no Blass  yes \_\_\_ no  
Cardinale  yes \_\_\_ no  
THE RESOLUTION  WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

**Tabled**

2/18/09

TOWN OF RIVERHEAD

Resolution # 134

**ADOPTS LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE**  
**(Repeal and Replace §108-235 through §108-245 - Planned Recreational Park (PRP) District)**

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 (Planned Recreational Park (PRP) District); and

WHEREAS, a public hearing was held on the 21st day of January, 2009 at 7:15 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 108 "Zoning" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk 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 is hereby authorized to forward a 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.

04.07.09 Resolution was offered by Councilman Dunleavy to be UNTABLED, Seconded by Councilwoman Blass. THE VOTE: Wooten, yes; Dunleavy, yes; Blass, yes; Cardinale, yes; The resolution was unanimously UNTABLED. Then resolution was offered by Councilman Dunleavy to be WITHDRAWN, Seconded by Councilwoman Barbara Blass. THE VOTE: Wooten, yes; Dunleavy, yes; Blass, yes; Cardinale, yes; The resolution was unanimously WITHDRAWN

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

THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE**, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on February 18, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 108  
ZONING  
ARTICLE XLIV

**Planned Recreational Park (PRP) District**

ARTICLE XLIV, Planned Recreational Park (PRP) District

**EXISTING SECTIONS 108-235 THROUGH 108-245 TO BE REPEALED AND REPLACED AS FOLLOWS:**

**§ 108-235. Purpose.**

A portion of the former Naval Weapons Industrial Reserve Plant at Calverton, located in west central Riverhead, comprised primarily of runways, open land and naturally vegetated areas is zoned Planned Recreational Park District. It is intended that the land comprising this zoning use district, is to be transformed into a major regional family-oriented recreational amusement park and sports venue, drawing upon the leisure and tourism market of the east end of Long Island. The purposes of such a designation are to attract private investment, increase the Town's tax base, create jobs and enhance the quality of life in the community and region. The district has good local and regional access and provides an opportunity to develop a comprehensive, attractive and uncongested environment. The district allows for the creation of a number of distinct regional, publicly accessible, destination, leisure and recreational complexes, through interrelated and mutually supporting facilities and drawing upon separate and distinct regional markets. The flexible regulatory framework provided for in the PRP District allows for innovation and maximum flexibility both in the use and design of these facilities in a single location. It also allows for a variety of activities to take place simultaneously, without generating multiple or separate vehicular trips, which together with encouragement of access through regional public transportation networks and a pedestrian and bicycle orientation reduces vehicular trips and energy requirements. A single set of development and design requirements is imposed for the district as a whole.

(a) In addition to the standards and regulations required for site plan approval pursuant to Article XXVI, Site Plan Review, of the Town Code, the following shall be required to be submitted for final approval: a detailed design vocabulary for all subsequent development within the PRP District, including exterior building materials and glass; plant material and landscaping palette; architectural guidelines for style, size and height of buildings and conservation and resource management measures.

**§ 108-236**

A. Permitted uses:

**Outdoor or indoor concert, live performance or entertainment facilities, stadiums and arenas including:**

Theaters for live performances

Indoor or outdoor performance and concert facilities

Movie theaters, not including drive-in theaters

Theme parks

Discotheques and nightclubs

Lodging Facilities, including:

Cabins and cottages, for transient lodging, (time shares and fractional ownership)

Bed-and-breakfasts and Country inns,

Hotels

Hotel Conference Centers

Recreational vehicle parks

Campgrounds

Sporting uses and sports facilities, including:

Sports arenas, or indoor or outdoor courts or playing fields, or facilities for boxing, basketball, baseball, cycling, football, hockey, ice skating, skiing, soccer, tennis, bowling, archery, horseback riding or other sports

Stadiums

Race tracks for horses, automobiles or motorcycles

Boat or canoe rental facilities and fishing piers

Hiking, nature trails, and bridle paths

Canoeing and kayaking

Fishing

Community or public park Golf Uses, including:

Pitch-and-putt or miniature golf courses

Public or private golf driving ranges, practice facilities or

Public or private 18-hole golf courses including executive, regulation or par 3

Golf Course resort

Sports instructional academies, schools, camps or facilities, including:

Aviation clubs or schools

Martial arts schools or facilities

Equestrian arenas, schools or facilities or riding academies and riding stables

Scuba and skindiving facilities and instruction

Golf instruction schools

Dance studios

Exposition and Exhibition Facilities, including:

Animal exhibits

Botanical gardens and arboreta

Cable car operators

Museums and art galleries

Planetarium

Scenic railroads

Sports museums or halls of fame

Rodeos

Zoological gardens, but not aquariums

Farmers markets, arts and crafts markets, carnival or festival markets

Auction houses

Health Spas and health related facilities, including:

Health clubs and gymnasiums

Health spas

Wellness Center

B. Accessory uses.

As defined in section 108-3 herein including, but not limited to:

Incidental, ancillary and subordinate retail facilities, incidental, ancillary and subordinate restaurant, cafeteria, catering facilities, eating or drinking establishments

Automatic Teller Machines

Bus or transit stops or stations

First aid stations and other emergency services

Infrastructural facilities such as repair and maintenance or power generating facilities

Off-street parking and loading facilities

Parks, open space and picnic areas

Security and management facilities

Conference facilities, meeting rooms and ballrooms

C. General lot, yard and height requirements for the PRP District.

- a) Maximum floor area ratio: 0.20 in total for all buildings within the PRP District
- b) Maximum vegetation clearing: as set forth in Article XXXV of the Town Code of the Town of Riverhead entitled "Pine Barrens Overlay District"

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

(c) Maximum impervious surface coverage: 50%.

(d) Maximum height:

i) two stories for bed-and-breakfasts and country inns;

ii) six stories or 75 feet whichever is greater for exposition and exhibition facilities, water parks, theme park buildings, hotels, timeshares and fractional ownership,

iii) 120 feet for all other structures, including theme rides, outdoor stadiums, indoor sports arenas, provided that a set back of at least three feet for every one foot in vertical height above 40 feet is provided from the perimeter boundary of the District.

iv) Forty feet for all other uses.

(e) Minimum tract size for golf courses: 140 acres and 300 acres for golf course resorts.

**§ 108-236. General development standards for PRP District.**

A. Building and site design and layout. The location and layout of buildings, structures, parking areas, open spaces and other built elements shall be designed so as to provide an aesthetically vibrant, attractive and recreationally oriented environment. An emphasis on creative and innovative designs, colors, textures, materials, building shapes, massing and arrangements is encouraged. A focus on a particular design theme or overall organizing architectural concept is encouraged. While uniformity and bland design are specifically discouraged, measures to ensure harmony and continuity in architectural and landscape design between uses is emphasized. In addition, a great diversity in uses is encouraged in order to provide as wide an array of attractions and facilities as possible. Flexibility in location, size and type of buildings and structures has been provided with the specific purposes of encouraging creativity and the accomplishment of innovative and unique designs. Replication of designs from regional or national amusement parks, attractions or commercial recreation chains or franchises that already exist elsewhere in the state, region or country, is specifically discouraged.

B. Signs. Signs within the interior of each lot shall not be subject to height, size, type or location controls, other than that no sign shall be higher than the permitted height for principal buildings within the district, or so designed or located as to primarily advertise or be directed to roadways or land uses outside of the PRP District, such as Grumman Boulevard/Swan Pond Road and State Route 25 (Middle Country Road), nor shall any signs be placed within a required buffer area. At the perimeter of the PRP District, signs shall be subject to the following restrictions: One freestanding

sign for each lot may be placed at the entrance from a primary road to the PRP District with a maximum of four such signs at each entrance, a maximum height of 30 feet, and an area no larger than 150 square feet per sign. On all arterial roads within the PRP District, signs shall be provided for the purposes of identification and vehicular control, including street signs and exterior directional signs. The provisions of such signs shall be of uniform height, color, typeface and material throughout the PRP District.

C. Exterior lighting. The design and use of materials for exterior lighting along those portions of the primary roads which abut the PRP District and along all arterial roads within the PRP District shall be of uniform design. Uniformly designed exterior lighting shall be provided for all pedestrian pathways, bikeways and parking areas along such primary roadways and arterial roads linking the lots. Such lighting shall also be provided in accordance with Illuminating Engineering Society standards and shall be installed by the developer at his or her expense. Pedestrian pathways throughout the PRP District, around buildings and across access or service roads or driveways shall be lighted to clearly identify their location. The design of lighting poles, fixtures and the spacing and height of lighting poles shall be uniform throughout the PRP District. Directional lighting shall be arranged so as to minimize glare and reflection on properties adjacent to the PRP District and across property line boundaries. All exterior lighting shall comply with Article XLV of the Town Code of the Town of Riverhead entitled "Exterior Lighting".

D. Pedestrian Pathways and Bikeways. There shall be sidewalks or pedestrian pathways and bicycle paths provided throughout each the PRP District, except where the retention of the natural vegetation is encouraged or required. The types of material used for pedestrian pathways and bikeways, including pavement, curbs, planting and protective barriers, shall be uniform throughout the PRP District. The width of such pedestrian pathways need not be uniform but shall vary according to their use and the amount of pedestrian traffic anticipated to utilize them. Pedestrian pathways and bikeways shall wherever possible be separated from vehicular circulation and streets within the PRP District. Stubbed pathways at the boundaries of developed properties shall be encouraged in order to permit linkage to subsequent developers. Subsequent developers shall provide pedestrian pathway and bikeway links to those paths already developed or approved, so as to provide a continuous and interconnecting pedestrian pathway and bikeway system throughout the district. Pedestrian paths shall not be less than five feet in width and, where used as a jogging path or bikeway in addition to a pedestrian pathway, shall not be less than eight feet in width.

E. Common open space. Open space areas within the PRP District, particularly those areas where vegetation has not been cleared pursuant to meeting the requirement of clearing a maximum of 65% of vegetation within the Pine Barrens Compatible Growth Area, shall be so designed and used as to protect the natural resources and qualities of the site, including the natural terrain, woodland, significant views and any unique and unusual features. The following regulations shall apply to these areas:

- (1) Clearing of brush and dead timber shall be required where necessary to eliminate fire hazards.
- (2) Manual clearing of obstruction or jams from streams or waterways shall be required where necessary to ensure unimpeded flow, provided that no channelization shall be permitted.
- (3) Hiking, jogging and bridle paths, utilizing natural ground surfacing such as stone or wood chips, may be constructed and maintained unless otherwise prohibited by Town or state law.
- (4) Open space which is in a natural state shall otherwise be maintained undisturbed in its natural state. No garbage debris shall be permitted to accumulate except vegetation clipping properly maintained as compost heaps.
- (5) Passive recreational use of open space natural areas shall be restricted to hiking, jogging, bicycling, fishing, bird watching, horseback riding and canoeing or kayaking.

F. Landscaping. Shade trees shall be provided along roads, walkways and parking areas. Landscaped buffers or vegetative screening shall be provided around all parking, utility, refuse disposal areas and wherever else the Town Board deems necessary to screen visually objectionable features. Landscaping shall be provided in all areas which contain neither buildings, paved surfaces or undisturbed naturally vegetated areas, including all public areas and around buildings. The landscaping plan shall provide for a variety and mixture of plant materials taking into consideration their susceptibility to disease, colors by season, textures, shapes, blossoms and foliage.

G. PRP roadways.

(1) For the purposes of the PRP District, Grumman Boulevard/Swan Pond Road and State Route 25 (Middle Country Road) are designated as the primary access roads to the PRP.

(2) Arterial roads shall be provided within the PRP District to provide access from properties within the PRP District to Grumman Boulevard/Swan Pond Road and/or State Route 25 (Middle Country Road). Such arterial roads shall be located in such a manner as to provide safe, convenient and direct access from such primary roads to each all properties, without unduly interfering with traffic entering or exiting other s, or creating congestion at any of the access points along the primary access roads. All arterial roads shall be built to public road specifications and be open to the public at all times. Public access to non-arterial roads may be controlled by the property owner. Collector and access roads within each property may be either public or private streets. All roads shall have sufficient right-of-way and road width to accommodate traffic generated at the 30th highest peak hour of the year, taking into account the accumulated peak traffic of simultaneously operating planned recreational park facilities. The cost of providing and improving all roadways shall be the responsibility of the developers. The utilization of private vehicles as a primary means of transportation within the PRP District and for traveling from one property or amenity within the district to another is strongly discouraged. A parking plan which utilizes some form of public shuttle or transit system is strongly encouraged, as are walking or cycling pedestrian pathways and bikeways.

H. Materials, equipment and utilities. All materials and equipment, and utilities such as refuse containers, electrical substations, outdoor mechanical areas shall either be stored in a completely enclosed building or screened by means of a fence, wall, planting, landscaped berm or other suitable means.

I. Parking and loading.

(1) Required parking and loading space shall be provided within the same parcel of land as the building or facility serviced, unless one or more collective shared off-street parking facilities are provided which are reasonably proximate to the facilities they serve, or where some form of frequently running, free shuttle service is provided. The use of shared and collective parking areas is encouraged, particularly where events and operations can be staged or scheduled in a manner so that the peak parking demands for the facilities so served do not coincide. The Town Board may also permit a portion of the proposed parking and loading areas to remain unpaved but landscaped where it believes, or where credible evidence is presented, that more parking spaces than reasonably required for the proposed use or uses will be provided. If conditions change and additional parking is warranted, the Town Board or its designated agent identified at the time of approval may require such an unpaved area to be paved. Such permission to defer paving of parking and loading spaces shall be predicated upon the applicant filing with the Town Board and Town Clerk and recording at the Suffolk County Recording Office deed restrictions or covenants and restrictions drafted in a manner satisfactory to the Town Attorney, ensuring that the land will be used either as open space or parking.

(2) All off-street parking and loading areas shall be bordered by vegetative screening or landscaped areas containing trees, shrubs and/or landscaped berms to shield automobiles from view. Wherever feasible, the Planning Board shall require that at least 10% of the total parking lot area be used for interior landscaping, to include trees and shrubs.

Interior landscaping shall be distributed throughout all parking lots in planting islands to provide the maximum shade and buffer from noise and glare. At least one deciduous tree for every 20 spaces shall be required within the parking lot.

(3) To the maximum extent possible, loading areas shall not be located within any front yard setback area and shall be placed at such locations so as to minimize their visibility to the public and to be provided access separate from parking areas and driveways used by the public.

J. Emergency equipment. All buildings, structures and open spaces accessible to the public shall be accessible to emergency vehicles. Wherever a building or structure exceeds a height of 40 feet, a roadway or other suitable surface capable of supporting heavy emergency equipment shall be located 20 feet from the base.

#### **§ 108-237. Additional Performance Criteria.**

(1) All development subject to the provisions of Article 6 of the Suffolk County Sanitary Code shall meet the applicable requirements of the Suffolk County Department of Health.

(2) As determined by the State of New York or the County of Suffolk, any new public or private sewage treatment plant discharge shall be outside of the Core Preservation Area and shall be located north of the groundwater divide, as defined by the Suffolk County Department of Health Services, as site conditions permit.

(3) All development shall comply with the provisions of Articles 7 and 12 of the Suffolk Sanitary Code.

(4) All development involving significant discharges to groundwater and located proximate to public water supply wells shall require measures to mitigate impacts upon water quality as required under Article 17 of the New York State Environmental Conservation Law. The Suffolk County Department of Health Services' guidelines for private wells should be used for private wellhead protection.

(5) Development proposals for sites containing or abutting freshwater wetlands shall be separated by a non disturbance buffer area which shall be in accordance with Article 24 of the New York State Environmental Conservation Law, the Wild, Scenic and Recreational Rivers Act (the Rivers Act)EN and Chapter 107 of the Code of the Town of Riverhead, whichever is most restrictive. Distances shall be measured horizontally from the wetland edge as mapped by the New York State Department of Environmental Conservation, field delineation or local ordinance. Stricter buffer areas may be established for wetlands as appropriate. Buffer areas shall be delineated on development plans with conditions imposed to assure the preservation of the freshwater wetland resource. Said conditions shall be set forth in a declaration of covenants, conservation easement or similar instrument.

(6) Development proposals for sites within the regulated area of the New York Wild, Scenic and Recreational Rivers Act shall conform to the standards of the Act. Variances from the Act shall meet all requirements imposed by the State of New York in order to be deemed to have met the requirements of this standard. Additional relief from the Town of Riverhead Zoning Board of Appeals shall not be required.

(7) All stormwater generated by development shall be recharged on site unless surplus capacity exists in an off-site drainage system. In the review of development plans, the Town Board shall encourage the use of natural recharge areas or drainage system design which result in minimal disturbance of native vegetation with the use of natural swales and depressions as an alternative to excavated recharge basins where feasible. Development plans should include the use of ponds only if such ponds are designed to retain stormwater and are constructed merely for aesthetic purposes. Adequate measures should be employed to control soil erosion and stormwater runoff during construction, as per guidelines promulgated by the New York State Department of Environmental Conservation and the provisions of the Town Code of the Town of Riverhead.

- (8) Land subdivision maps and site plans shall be designed to encourage the preservation of large unbroken blocks that provide for contiguous open spaces to be established when adjacent parcels are developed. Applications for subdivision and site plan shall contain calculations for clearing, and these limits shall become part of the filed map or approved drawings. Nonnative vegetation species to be avoided are contained in Figure 5-2 of the plan.
- (9) Development projects shall place no more than 15% of the entire site in fertilizer-dependent vegetation. Development designs shall consider native planting suggestions made part of the plan.
- (10) Development which will have a significant negative impact upon a habitat essential to those species identified on the New York State maintained lists as rare, threatened or of special concern, or upon the communities classified by the New York State Natural Heritage Program as G1, G2 or G3 or as S1, S2 or S3 or upon any federal listed endangered or threatened species, appropriate mitigation measures, as determined by the state, county or local government agency, shall be imposed to protect such species.
- (11) Development projects shall minimize disturbance of the natural grade and/or natural vegetation where slopes exceed 10%. Construction in areas with slopes exceeding 10% may be approved if the site design incorporates adequate soil stabilization and erosion control measures so as to mitigate negative environmental impacts. Where applicable, non-disturbance buffers shall be placed on those portions of the site where slopes exceed 10%. Development plans shall include a slope analysis depicting existing slopes in the ranges of 0% to 10%, 11% to 15% and 15% or greater. Erosion and sediment control plans and details of retaining walls and erosion control structures shall be referred for construction in areas where slopes exceed 15% and for roads and driveways traversing slopes of 10%.
- (12) Prior to construction, soil erosion and sediment control plans shall be prepared and approved which achieve the following objectives:
- (a) Minimize potential impacts associated with soil erosion and resulting in sedimentation of surface waters.
  - (b) Limit work areas to the immediate areas of construction in order to minimize disruption of adjacent lands.
- (13) In order to provide for orderly development and the efficient provision of infrastructure, applications for development projects depicting either open space or reserve areas shall specify the conditions of ownership and the use of such lands, and such conditions shall be set forth in the deed of dedication, declaration of covenants, conservation easement or similar instrument.
- (14) Any existing, expanded or new activity involving agricultural production or horticulture shall comply with best-management practices as set forth in the plan, as may be amended from time to time.
- (15) Development plans shall indicate established recreational and educational trails and trail corridors, active recreational sites, scenic corridors, roads, vistas and viewpoints, sites of historical or cultural significance, including historic districts, sites on the State or National Registers of Historic Places and historic structures listed on the State or National Registers of Historic Places, or recognized by local law or statute, sensitive archeological sites as identified by the New York State Historic Preservation Officer or the New York State Museum, within 500 feet of the proposed development, and shall provide adequate measures to protect such natural resources. The use of existing natural buffers or the restoration of degraded buffer areas, the use of signs or other man-made structures, consistent in style and scale with the community character, or other similar measures shall be taken to protect roadside areas as well as scenic and recreational resources.

- (16) All development shall comply with the applicable provisions of the Suffolk County Sanitary Code and all other applicable federal, state or local laws.
- (17) All development shall comply with the applicable provisions of the New York State Environmental Conservation Law and all other applicable federal, state or local laws regulations the environment..
- (18) The approval of the New York State Historic Preservation Office for the establishment of a site-specific protocol for either the relocation of development or the retrieval of artifacts in the event of excavation shall be obtained in order to mitigate impacts upon archaeological resources within the PRP District.
- (19) The applicant shall submit a traffic study for the approval of the comprehensive development plan, which study shall identify and for which the applicant shall pay and implement measures to mitigate the impact of traffic generated by the full buildout of all development within the PRP District to the point where the effects of such buildout are comparable to future conditions without such development. Such mitigation measures shall include but not be limited to:
- (a) Signal, timing, geometric improvements and regulatory measures.
  - (b) A restriction against additional vehicular access points along Swan Pond Road.
  - (c) The completion of off-site road improvements to be required by the New York Department of Transportation as a function of permit review for curb cuts along New York State Route 25.
  - (d) The geometric improvement of the intersection of Edwards Avenue and Route 25, if warranted by motor vehicle traffic generated by development in the PRP District.
- (20) Development within the PRP District shall adhere to setbacks as required; notwithstanding such adherence, noise emanating from the PRP District shall comply with the Noise Ordinance of the Town of Riverhead, which limits such noise levels from commercial and industrial properties to neighboring properties to 65 dBA. In the event that such noise levels are exceeded, such additional noise abatement measures, including increasing such setbacks or the provision of noise walls or the provision of berms, fences, vegetation and the like, shall be provided for. Such restrictions shall not apply to aircraft noise whose flights shall be restricted to daytime hours.

Dated: Riverhead, New York  
February 18, 2009

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

**DIANE M. WILHELM**, Town Clerk

2/18/09

# Tabled

TOWN OF RIVERHEAD

Resolution # 135

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

COUNCILMAN BUCKLEY offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

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

**WHEREAS**, a public hearing was held on the on the 27<sup>th</sup> day of December, 2007 at 2:05 o'clock p.m. at the Town of Riverhead, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all person 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 directed to forward a copy of this resolution to the Riverhead Town Planning Department, the Riverhead Town Planning Board, the Riverhead Town Board of Zoning Appeals, the Riverhead Town Building Department and the Office of the Town Attorney.

THE VOTE

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

THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD  
NOTICE OF ADOPTION**

**PLEASE TAKE NOTICE** that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 "Zoning" of the Riverhead Town Code at its regular meeting held on February 18, 2009. **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)**

**§108-22. Uses.**

In the APZ, no building, structure or premises shall be used or arranged or designed to be used, and no building or structure shall be hereafter erected, reconstructed or altered, unless otherwise provided in this chapter, except for the following permitted uses or specially permitted uses and their customary accessory uses:

- B. Specially permitted uses, by special use permit of the Town Board.
- (1) ~~Golf course (standard), with or without clubhouse.~~
  - (1) ~~(2)~~ Bed-and-breakfast.
  - (2) ~~(3)~~ Overhead electrical power transmission and distribution lines in excess of 13 kilovolts.
  - (3) ~~(4)~~ Kennel, commercial.
  - (4) ~~(5)~~ Educational institution without boarding facilities or dormitories, private.
  - (5) ~~(6)~~ Day-care facility conducted in a residence.
  - (6) ~~(7)~~ An accessory dwelling unit on a lot of 10 acres or more with a maximum living area of 1,000 square feet, provided that the total number of dwelling units yielded by the original subdivision creating such lot is not exceeded.

**§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:

- H. The Planning Board may review applications for cluster subdivisions which preserve standard golf courses that exist as of the date of enactment of the amendment of this local law, subject to the following restrictions:

- (a) The yield shall be sixty-six percent (66%) of the yield allowed in the applicable zoning use district.
- (b) As set forth in §108-329, there shall be no allocation of preservation credits made for the real property improved with a standard golf course, including that portion designated for the residential cluster.
- (c) Cluster subdivision 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.
- (d) All residential units shall be restricted to owners and occupants of the age of 55 years or older with the following exceptions:
  - (1) A husband and wife under the age of 55 years who resides with his or her spouse who is 55 years of age or over.
  - (2) Children and grandchildren residing with their parents or grandparents where one of said parents or grandparents with whom the child or children or grandchild or grandchildren is/are residing is 55 years of age or older, provided that said child or children or grandchild or grandchildren are over the age of 19 years.
  - (3) Adults under 55 years of age may be admitted as permanent residents if it is established to the satisfaction of the Town Board that the presence of such person is essential for the physical care and economic support of the eligible older person.

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

Dated: Riverhead, New York  
February 18, 2009

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

**DIANE M. WILHELM, Town Clerk**

# Tabled

TOWN OF RIVERHEAD

Resolution # 136

**AUTHORIZES SUPERVISOR TO EXECUTE AGREEMENT  
WITH THE RIVERHEAD VOLUNTEER AMBULANCE CORPS, INC.**

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY

**WHEREAS**, the Town of Riverhead Ambulance District has entered into agreements with the Riverhead Volunteer Ambulance Corps., Inc. to provide ambulance, emergency medical and related emergency services to the Town's Ambulance District; and

**WHEREAS**, both parties wish to continue the contractual relationship whereby the Riverhead Volunteer Ambulance Corps, Inc. shall provide ambulance, emergency medical and related emergency services to the Town of Riverhead Ambulance District;

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board hereby authorizes the Supervisor to execute an Agreement between the Town of Riverhead Ambulance District and the Riverhead Volunteer Ambulance Corps. for the 2009 calendar year wherein the Riverhead Volunteer Ambulance Corps, Inc. shall provide ambulance, emergency medical and related emergency services to the Town of Riverhead Ambulance District; and be it further

**RESOLVED** that the Town Clerk is hereby directed to forward a copy of this Resolution to the Riverhead Volunteer Ambulance Corps, Inc., P.O. Box 924, Riverhead, New York 11901 and the Office of the Town Attorney; and be it further

**RESOLVED**, that all other Departments may obtain a copy of this resolution from e-cabinet.

WOOTEN <sup>absent</sup> YES NO BUCKLEY  YES NO

DUNLEAVY  YES NO BLASS  YES NO

CARDINALE  YES NO

THIS RESOLUTION  IS IS NOT  
DECLARED DULY ADOPTED

AGREEMENT

between

TOWN OF RIVERHEAD AMBULANCE DISTRICT

and

RIVERHEAD VOLUNTEER AMBULANCE CORPS, INC.

AGREEMENT made this Fifteenth day of February 2009, by and between the TOWN OF RIVERHEAD AMBULANCE DISTRICT, a municipal corporation having its principal office and place of business at 200 Howell Avenue, Riverhead, NY 11901 (hereinafter referred to as the "Ambulance District"), and the RIVERHEAD VOLUNTEER AMBULANCE CORPS, INC., a not for profit corporation pursuant to IRC §501(c)(3), with mailing address at PO Box 924, Riverhead, NY 11901 (hereinafter referred to as the "Ambulance Corps").

WITNESSETH:

WHEREAS, in accordance with Article 30 of the Public Health Law of the State of New York, the Ambulance Corps is a volunteer organization providing emergency medical and related emergency services within the Town, having under current registration with New York State, the right and jurisdiction to provide emergency medical service and related emergency services to the area encompassed by the Ambulance District; and

WHEREAS, the Ambulance Corps is authorized by resolution of its Board of Directors to enter an agreement with the Ambulance District for provision of services; and

WHEREAS, the parties hereto are desirous of entering into an agreement for the provision of emergency medical and related emergency services to the Ambulance District pursuant to the terms hereto;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, conditions and obligations contained herein, it is hereby agreed by and between the parties as follows:

I. TERMS OF AGREEMENT

A. The term of this agreement shall commence February 15, 2009, and shall remain in full force and effect until December 31, 2009.

B. The Ambulance District, at its option, may terminate this Agreement upon ninety (90) days written notice to the Ambulance Corps in the event that 1) the Ambulance Corps violates any provision of this agreement or 2) the Ambulance Corps fails to comply with any and all applicable registration requirements of the State of New York and all applicable federal, state and local laws and regulations. In the event the Ambulance District elects to terminate this agreement pursuant to subsections 1 or 2 above, the Ambulance Corps shall have a reasonable time, not to exceed thirty (30) days, to cure, remedy, or correct the violation to the sole satisfaction of the Ambulance District.

C. Either party, at its option, may for any reason terminate this agreement upon one hundred eighty (180) days written notice to the other party.

D. The parties agree that any property purchased by the Ambulance Corps with contract funds shall be the sole property of the Ambulance Corps. However, the Ambulance Corps agrees that should this contract be terminated for any reason whatsoever, any equipment, supplies, goods, or services purchased with contract funds that retain useful life shall be donated by the Ambulance Corps to the Ambulance District. The Ambulance Corps further agrees that the transfer of said equipment, supplies, goods, or services as set forth above shall take place as

soon as is practicable after the termination of the contract and the Ambulance Corps will cause the immediate execution of any and all documents necessary to effectuate the donation of all of its right, title or interest in said equipment, supplies, goods or services.

E. Should this contract terminate for any reason, the Ambulance District shall assume any existing, valid obligations incurred by the Ambulance Corps in connection with the purchases made under this contract. However, the Ambulance District will not assume responsibility for any delinquent accounts of the Ambulance Corps.

F. The Ambulance Corps agrees that should this contract terminate for any reason whatsoever, the unexpended or unencumbered balance of the funds paid to it pursuant to this contract shall immediately be refunded to the Ambulance District upon termination of the agreement.

## II. PROVISION OF SERVICES

A. The Ambulance Corps will provide emergency medical and related emergency services to all persons located within the boundaries of the Ambulance District; said services shall be provided in a professional manner and in accordance with the usual and customary standards of voluntary ambulance services in the County of Suffolk. Said services will include provision of transportation to the nearest appropriate medical facility, as determined at the sole discretion of the Ambulance Corps.

B. The Ambulance Corps agrees to provide said services as herein before described twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year for each and every year covered by this agreement in keeping with the usual and customary standard of care of the voluntary ambulance services.

C. The Ambulance Corps further agrees that it will supply all of the equipment and properly trained personnel necessary to adequately provide said services to the Ambulance District in keeping with the usual and customary standard of care of the voluntary ambulance services, within the confines of its approved budget.

D. In furtherance of the foregoing, the Ambulance Corps agrees to continue recruiting efforts to obtain additional qualified personnel to provide services to the Ambulance District on behalf of the Ambulance Corps. The Ambulance Corps agrees to provide applications to eligible persons and to process them without prejudice. This means that the Ambulance Corps will not discriminate against any applicant on the basis of age, race, color, national origin, sex, sexual orientation or handicapped status. An eligible person shall be defined as a person who is eighteen (18) years of age or older and who will assist the Ambulance Corps in providing professional ambulance service to the community.

E. In addition to the foregoing, the Ambulance Corps agrees to maintain a formal training program for its personnel, with the understanding that the foregoing training programs are not necessarily directly controlled by the Ambulance Corps and may be subject to availability of programs offered by other organizations.

F. The parties agree that it is a benefit to the Ambulance District to enter into emergency mutual aid agreements with the surrounding communities. The Ambulance District hereby authorizes the Ambulance Corps to enter into such agreements.

G. In addition to the foregoing, the Ambulance Corps and the Ambulance District agree that the Ambulance Corps may, at its sole discretion, enter into agreements to provide, non-emergency ambulance services such as community education activities, mutual aid,

stand-bys, and first aid stations for community organizations and other municipal entities, and that funds provided under this contract may be used to finance these activities.

H. The Ambulance Corps agrees that for a management fee of Ten Thousand (\$10,000) Dollars, it shall coordinate the repair and/or maintenance of property owned or leased by the Ambulance District or the Town of Riverhead which is authorized for use by the Ambulance Corps. The management fee is separate from and shall be in addition to the contract amount set forth in section III, paragraph A.

### III. COMPENSATION

A. The Ambulance District agrees to pay the Ambulance Corps the sum of six hundred twenty eight seven hundred fifty five and 00/100 Dollars (\$628, 755.00) for the period February 15, 2009 through December 31, 2009 less any monies paid to the Ambulance Corp as authorized by Resolution #1158 adopted on December 30, 2008 . The Ambulance Corps agrees that property purchased through use of contract monies shall be used, as best as can be practically determined, solely for the benefit of the Ambulance District. The Ambulance District understands that the Ambulance Corps may, with the prior approval by resolution of the Board of the Ambulance District, enter into agreements with other Ambulance or Fire Districts to provide similar services as those provided to the Riverhead Ambulance District. Under such circumstances, it is understood that the Ambulance Corps may not be able to partition all costs exactly between the different districts it serves, but the Ambulance will do its best to distribute shared supplies, equipment, labor, and other expenses among the funding agencies proportional to their use in each district.

B. For the balance of the contract period, the Ambulance Corps will submit to the Ambulance District, not later than August 14 of each year, a proposed budget representing the

Ambulance Corps' anticipated operating and management costs for the subsequent year. In the event that the parties cannot agree on the compensation amount for the ensuing year, the previous year's contracted amount will constitute the agreed upon figure until such time as an agreed amount can be reached and at that time any necessary adjustments shall be made.

C. The Ambulance District shall pay to the Ambulance Corps the agreed upon contractual amount in quarterly payments on January 15, April 15, July 15 and October 15 for 2009. The January 15, 2009 payment was authorized by Resolution # 1158 adopted on December 30, 2009 and the amount of all future payments shall be determined by the budget less payment made on January 15, 2009. Payments may be withheld by the Ambulance District if the quarterly reports, as herein required in paragraph "F", have not been received by the end of the subsequent quarter. The Ambulance District shall make payments within twenty (20) business days of receipt of the delinquent quarterly reports.

D. The Ambulance Corps agrees to maintain Ambulance District funds paid under this agreement in separate accounts or instruments and not to commingle the same with charitable or other funds of the Ambulance Corps.

E. The method of bookkeeping employed by the Ambulance Corps shall be in keeping with generally accepted accounting principles.

F. The Ambulance Corps hereby agrees to provide quarterly written reports of its expenditures and income to the Board of the Ambulance District including any expenditures or utilization of monies from the reserve account as herein provided in paragraph "N". On or before June 15 of each year, the Ambulance Corps agrees to provide to the Ambulance District certified financial statements with respect to the monies paid to it under this agreement for the previous year. Said financial statements shall be prepared by a Certified Public Accountant in accordance

with generally accepted accounting principals. The Ambulance Corps further agrees to provide the Ambulance District with copies of annual financial reports filed with the New York Secretary of State as required by subsection 519 of the Not for Profit Law of the State of New York and the required Internal Revenue Service 990 Report. Said forms shall be filed with the Ambulance District annually within the time allotted by law for filing same with the Secretary of State in accordance with Sub-Section 172-b.

G. It shall be the responsibility of the Ambulance Corps to monitor its budget in such a manner as to preclude the unnecessary overdraft of any budgeted line item. Budget transfers, when necessary, must be authorized by a resolution of the Board of Directors of the Ambulance Corps, a written copy of which will be provided to the Board of the Ambulance District.

H. The Ambulance Corps will provide 60 days written notice to the Ambulance District of any single item purchase, not set forth in the approved budget, which exceeds Ten Thousand Dollars (\$10,000), including but not limited to, radios, scanners or such other equipment required to transfer the dispatch function of emergency services from Town of Riverhead Police Department to County of Suffolk Police Department or/and County of Suffolk Department of Fire, Rescue & Emergency Services. The Town and Ambulance District reserve the right to fund equipment necessary to effectuate the transfer of dispatch function from the Town to the County of Suffolk through bonding or district fund balance and, in the event any budget adjustments are required it is agreed that same shall be reflected in 2010 Ambulance District operating budget.

I. In purchasing property, equipment, supplies or furnishings, the Ambulance Corp. agrees to make every reasonable effort to obtain the lowest possible price.

J. The Ambulance Corps agrees that the maintenance, repairs, improvement or purchase of any property, either real or personal, owned or to be owned by the Ambulance District or the Town of Riverhead shall be undertaken by the Town of Riverhead or the Ambulance District in accordance with the applicable procurement procedures required by Law. Due to the specialized nature of the facilities and equipment used by the Ambulance Corps and the use of said facilities and equipment to protect and preserve the health and lives of Town residents, the Town and District agree to give high priority to the maintenance, repair and improvement of the ambulances, first responder vehicles and facilities. The ambulances will be given a priority ranking at the same level as the most critical vehicles in the Town fleet and the first responder vehicles will be treated with the same priority as a critical Police Department vehicle. The Ambulance District and the Town agree to maintain maintenance schedules and documentation as required by New York State or other regulatory agencies for ambulances, first responder vehicles and other emergency services vehicles. The Ambulance District and the Town agree to provide janitorial services to the Ambulance Facilities at an appropriate level for an emergency facility used on a 24 hour per day, 7 days per week basis.

K. For vehicles owned by the Town or the Ambulance District, the Town, the District or the Ambulance Corps can individually make the determination that a vehicle needs maintenance, repair or improvement. If the Ambulance Corps determines that said maintenance, repair or improvement is necessary, it agrees to contact the Ambulance District or the Town of Riverhead as soon as possible to address the condition of any property, either real or personal, that is licensed by the Ambulance District for use by the Ambulance Corps. The Ambulance District or the Town of Riverhead agrees to use due diligence to provide for the expeditious repair or replacement of any property licensed to be used by the Ambulance Corps. If problems

identified are not corrected within a reasonable time, and the Ambulance Corps feels that such condition materially affects its ability to perform, the Ambulance Corps will notify the Town Supervisor and the Accounting Department in writing of its concern. If the problem is not corrected within thirty (30) days or three repair attempts, the Ambulance Corps is hereby authorized to correct the problem and bill the District for the cost to do so.

L. The Ambulance District shall be responsible for the payment of the items listed in Exhibit A annexed hereto.

M. The Ambulance Corps agrees that the Board of the Ambulance District may attend, upon request of the Ambulance District, meetings of the Board of Directors of the Ambulance Corps.

N. Any annual budgetary surpluses shall be disclosed to the Ambulance District. These surpluses, if any, shall be placed in a reserve account owned and maintained by the Ambulance Corps. The total balance of said account shall never exceed ten per cent (10%) of the total current annual contract compensation as provided in Article III. Any additional funds in excess of this amount will be used to offset the current year's payments from the Ambulance District.

O. The Ambulance Corps reserves the right to petition the Ambulance District for additional funding, not provided by the approved budget, during the course of the year if the Ambulance Corps has experienced unforeseeable and/or extraordinary expenses in fulfilling its obligations and responsibilities as provided herein.

P. It shall be the District's responsibility to determine in its sole discretion the number of vehicles necessary to adequately serve the Ambulance District and the time and extent to which vehicles shall be replaced. The District agrees to provide a fleet of at least four

ambulances, two first responder vehicles and one vehicle for the Chief of the Ambulance Corps. These vehicles will be equipped and maintained to meet applicable regulatory standards. The Ambulance Corps may request from the Ambulance District the replacement of any vehicle with significant operational or safety defects or deficiencies. Routine vehicle replacement will be scheduled so that no vehicle shall be in service that is older than twelve years from its manufacture date. Once a fleet vehicle is permanently removed from service, the District will immediately begin the process of procuring an equivalent vehicle, in an effort to rapidly return the fleet to a number of vehicles adequate to properly serve the Ambulance District.

#### IV. HOLD HARMLESS CLAUSE

The Ambulance Corps, the Ambulance District and the Town each agrees to indemnify and hold the other, its employees and designated representatives harmless from any claims, costs, losses, damages or injuries to persons or property of whatsoever kind or nature arising out of the acts and/or omissions by the respective parties their agents, employees or contractors, or arising out of the performance or nonperformance of any of its duties, components, obligations or operations that are required under or may arise out of this agreement.

#### V. STATUTORY COMPLIANCE

The parties hereto agree to comply with any and all applicable laws, statutes, ordinances, rules and regulations.

#### VI. INSURANCE REQUIREMENTS

A. The Ambulance Corps shall secure workers compensation insurance for the benefit of, and keep insured for the life of this agreement; all employees engaged in work

hereunder and required to be insured under provisions of the New York State Worker's Compensation Law. The Ambulance Corps agrees that on or before the execution of this agreement, copies of this policy shall be filed with the Ambulance District and shall remain in full force and effect until the termination of this agreement.

B. The Ambulance Corps shall further comply with New York State Law regarding employee disability benefit insurance. The Ambulance Corps agrees that on or before the execution of this agreement, copies of this policy shall be filed with the Ambulance District and shall remain in full force and effect until the termination of this agreement.

C. The Ambulance Corps agrees that on or before the execution of this agreement, Certificates of Insurance, in which the Ambulance District and the Town of Riverhead are designated as named insureds and which require thirty (30) days written notification to the Ambulance District and the Town of Riverhead in the event of termination or cancellation, shall be filed with the Ambulance District and the Town of Riverhead and shall remain in force and effect until the termination of this agreement for the following policies of insurance:

1. Comprehensive general liability insurance with combined single limit coverage for bodily injury, property damage and personal injury liability in the sum of one million dollars (\$1,000,000.00) providing protection against liability arising out of or in connection with performance under this agreement.
2. For vehicles owned by the District or Town, the District will provide a comprehensive automobile liability insurance policy with combined single limit coverage for personal injury and property damage in the sum of two million dollars (\$2,000,000.00). If any non-owned vehicle is to be used in performance under this agreement, then in that event the Ambulance Corps shall provide the Ambulance District with non-owned

automobile and hired vehicle comprehensive automobile insurance with combined single limit coverage of two million dollars (\$2,000,000.00) of personal injury and property damage. The Ambulance Corps will maintain comprehensive automobile liability insurance policy with combined single limit coverage for personal injury and property damage in the sum of two million dollars (\$2,000,000.00) for any vehicles owned or leased to the Ambulance Corps.

3. Errors and Omissions Insurance with medical coverage and combined single limit coverage of one million dollars (\$1,000,000.00).

D. The Ambulance Corps shall provide for the benefit of the Ambulance Corps and the Ambulance District, a Fidelity Bond insuring against employee dishonesty in the amount of \$10,000 and in the amount of \$75,000 for each officer or employee authorized under the Ambulance Corps's bylaws to sign on accounts and/or to obligate the Ambulance Corps with respect to funds provided from the Ambulance District.

E. The Ambulance Corps agrees to provide the Ambulance District on a quarterly basis with a current list of persons authorized to drive.

F. The Ambulance Corps agrees to provide written notification to the Ambulance District, the Town Supervisor, and the Town Accounting Department, of any property owned by either the Town of Riverhead or the Ambulance District that is damaged or destroyed. Any vehicles owned by the Town of Riverhead or the Ambulance District that are involved in a motor vehicle accident must be inspected by the Town Municipal Garage prior to restoring the vehicle to service.

## VII. CONSTRUCTION

This agreement shall be construed in accordance with the laws of State of New York.

VIII. ENTIRE AGREEMENT

It is understood that this agreement represents the entire agreement of the parties hereto, all previous understandings are merged herein, and that no modification hereof shall be valid unless written evidence thereof shall be executed by the parties hereto. Nothing contained in this agreement shall be construed to require the Ambulance District or the Ambulance Corps to extend this contract beyond the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective representatives the day and year first above written.

TOWN OF RIVERHEAD AMBULANCE DISTRICT

BY: \_\_\_\_\_  
PHILIP J. CARDINALE, SUPERVISOR

RIVERHEAD VOLUNTEER AMBULANCE  
CORPS, INC.

BY: \_\_\_\_\_  
KEITH F. LEWIN, PRESIDENT

Exhibit A

Radio Base Station and Repeater Radios and Radio Licenses

Vehicle Leases

Building Leases

Riverhead Telephone

Jamesport Telephone

Riverhead Electric

Jamesport Electric

Riverhead Heating Fuel

Jamesport Heating Fuel

Vehicle Fuel

Water

Riverhead building/grounds maintenance

Jamesport building/grounds maintenance

Vehicle maintenance, for vehicles not leased to Ambulance Corps

Risk Retention

Legal Fees

**TOWN OF RIVERHEAD**

Adopted

**Resolution # 137**

**Grants Special Use Permit of Gerald Simone**  
**(Gendot Associates)**  
**Age Restricted Retirement Community)**

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

**WHEREAS**, the Riverhead Town Board is in receipt of a special permit petition from Gerald Simone to allow the construction of an age restricted retirement community consisting of sixteen (16) dwelling units and related site improvements arranged in seven (7) new duplex buildings, one new single unit building and an existing single family dwelling upon real property located at Middle Road, Riverhead; such property more particularly described as Suffolk County Tax Map 0600-82-4-221.12, and

**WHEREAS**, by Resolution Number 405, dated May 6, 2008, the Riverhead Town Board declared itself to be the Lead Agency in the matter and did further determine the Action to be Unlisted pursuant to 6NYCRR Part 617, and

**WHEREAS**, the Town Board has referred the matter to the Planning Board for its reports and recommendation; such Planning Board recommending the granting of the special use permit, and

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

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

**WHEREAS**, the Riverhead Town Board has carefully considered the merits of the special use permit petition, the SEQRA record created to date, the report of the Planning Department, the report of the Suffolk County Planning Commission, the report

of the Riverhead Planning Board, the determination of the Riverhead Zoning Board of Appeals, the commentary made at the relevant public hearing, as well as all pertinent planning, zoning and environmental information, now

**THEREFORE BE IT**

**RESOLVED**, that in the matter of the special use permit petition of Gerald Simone, the Riverhead Town Board hereby finds that the action will not have significant adverse impacts upon either the natural and social environment and that a Draft Environmental Impact Statement need not be prepared, and

**BE IT FURTHER**

**RESOLVED**, that in the matter of the special use permit of Gerald Simone, the Riverhead Town Board hereby makes the following findings:

- (i) That the subject real property lies within the Retirement Community District;
- (ii) That the proposed use is allowed by special use permit of the Town Board;
- (iii) That the proposed development is predicated upon the importation of twelve (12) residential development rights pursuant to Article LXII of the Riverhead Zoning Ordinance;
- (iv) That relief has been granted by the Riverhead Zoning Board of Appeals to allow an impervious surface of 38.5% instead of the required 15% due to the transfer of development rights;
- (v) That the site is particularly suitable for the location of the use in the community;
- (vi) That the lot area is sufficient for the proposed use;
- (vii) access facilities are adequate for the motor vehicle turning movements to be generated;

- (viii) That adequate provisions will be made for the collection and disposal of both stormwater runoff and sanitary waste;
- (ix) That adequate provisions have been made for the collection and disposal of solid wastes; and
- (x) That adequate buffer yards will be provided; and

**BE IT FURTHER**

**RESOLVED**, that based upon its findings, the Riverhead Town Board hereby grants the special use permit of Gerald Simone subject to the following conditions:

- (i) That no site plan be approved prior to the redemption of TDR Certificate Number 10 as approved by the Riverhead Planning Board and recorded as Liber 12567 and Page 499,
- (ii) That the special use permit construction shall be completed within three (3) years from the date of the approval resolution; and

**BE IT FURTHER**

**RESOLVED**, that a copy of this resolution be forwarded to Gerald Simone or its agent, the Building Department, the Town Attorney, the Town Clerk, the Fire Marshal, the Accounting 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  *absent* YES \_\_\_ NO  
CARDINALE  YES \_\_\_ NO

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

Adopted

02/18/09

STATUS \_\_\_\_\_

Resolution # 138

AUTHORIZES ONE POLICE DEPARTMENT EMPLOYEE TO TRANSPORT THE VEHICLE WEIGHT SCALES TO SYRACUSE FOR CALIBRATION

COUNCILMAN BUCKLEY offered the following resolution, which was

seconded by COUNCILWOMAN BLASS

**WHEREAS**, Police Chief Hegermiller has requested authorization from the Riverhead Town Board for one police department employee to transport the Town's vehicle weight scales to Syracuse, New York on March 3, 2009 for the purpose of being calibrated.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby authorizes one police department employee to transport the Town's vehicle weight scales to Syracuse, New York.

**BE IT FURTHER RESOLVED**, that the Town Board hereby authorizes reimbursement of expenses incurred, not to exceed \$350.00, upon submission of proper receipts; and

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

THE VOTE

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

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

CARDINALE  YES \_\_\_ NO \_\_\_

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

February 18, 2009

Adopted

TOWN OF RIVERHEAD

AWARDS BID FOR WATER SERVICE MATERIALS  
FOR USE IN THE RIVERHEAD WATER DISTRICT

RESOLUTION # 139

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

**WHEREAS**, the Town Clerk was authorized to publish and post a notice to bidders for  
water service materials; and

**WHEREAS**, bids were received, opened and read aloud on the 8th day of January, 2009,  
at 11:15 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York 11901, the date, time and  
place given in the notice to bidders.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the bid for water service materials be and is hereby awarded as  
according to the attached bid summary; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this  
resolution to Blackman Plumbing Supply, Inc., 2700 Route 112, Medford, New York, 11763;  
Joseph G. Pollard Co., Inc., 200 Atlantis Avenue, New Hyde Park, New York, 11040; T. Mina  
Supply, Inc., 168 Long Island Avenue, Holtsville, New York, 11742 and USABluebook, PO Box  
9006, Gurnee, IL, 60031-9006.

**THE VOTE**

Buckley Yes  No

Wooten Yes  No  *absent*

Dunleavy Yes  No

Blass Yes  No

Cardinale Yes  No

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

**WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 01/08/09**

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USABLUEROOK
1	Ford ¾" F1000-3 Corporation stop, AWWA/CC taper threadinlet by pack joint outlet for copper or plastic tubing (CTS), or equal				\$ 16.11	
2	Ford 1" F1000-4 Corporation stop, AWWA/CC taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.				\$ 24.35	
3	Ford 1½" FB1000-6 ballcorp taper thread inlet by pack joint outlet for copper or plastic tubing (CTS)				\$ 62.70	
4	Ford 2" FN1000-7 ballcorp awwa/cc taper thread inlet by pack joint outlet for copper or plastic tubing (CTS), or equal.				\$ 103.70	
5	Ford 2" FB1100-7 ballcorp-male iron pipe thread inlet by pack joint outlet for copper or plastic tubing (CTS)				\$ 103.70	
6	Ford ¾" F600-3 AWWA/CC taper thread inlet by flared copper outlet, or equal.				\$ 14.98	
7	Ford 1" F600-4 AWWA/CC taper thread inlet by flared copper outlet, or equal.				\$ 22.88	
8	Ford ¾" L02-33 quarter bend female copper thread by flare copper (less nuts), or equal.				\$ 7.92	
9	Ford ¾" L02-33S quarter bend female copper thread by flare copper (less nuts), or equal.				\$ 12.72	
10	Ford 1" L02-44 quarter bend female copper thread by flare copper (less nuts), or equal.				\$ 15.18	
11	Ford 1" L02-44S quarter bend female copper thread by flare copper, or equal.				\$ 12.54	
12	Ford ¾" L04-33S quarter bend female copper thread swivel nut by pack joint for copper or plastic tubing (CTS), or equal.				\$ 14.46	
13	Ford 1" 104-44S quarter bend female copper thread swivel nut by pack joint for copper or plastic tubing (CTS), or equal.				\$ 19.72	
14	Ford 6" F202-(669,690,760)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*				\$ 24.06	
15	Ford 8" F202-(871, 905, 979)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*				\$ 26.99	
16	Ford 10" F202-(1075, 1110, 1212)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*				\$ 33.73	
17	Ford 12" F202-(1275, 1320,1438)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double strap iron service saddle, or equal.*				\$ 42.38	
18	Ford 6" FC202-(669,690,760)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*				\$ 43.78	
19	Ford 8" FC202-(871, 905, 979)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*				\$ 52.46	
20	Ford 10" FC202-(1075, 1110, 1212)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*				\$ 61.88	
21	Ford 12" FC202-(1275, 1320, 1438)-(CC3, CC4, CC6, CC7)-(IP3, IP4, IP6, IP7) double stainless steel band or epoxy coated service saddle, or equal.*				\$ 68.35	

**WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 01/08/09**

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USABLAERHOOK
22	24" bottom ID x 21" ID top x 48"-long thermoplastic meter pit, notched (3"x 4") 180 degrees. In addition, pit wall thickness should be no more than .7" and no less than .3"			\$ 94.71		
23	36" bottom ID x 36" ID top x 48"-long thermoplastic meter pit, notched (3" x 4") 180°. In addition, pit wall thickness should be no more than .7" and no less than .3".	\$ 245.97				
24	Ford A4-T ductile iron meter pit cover, or equal.	\$ 51.22				
25	Ford MC-36-5 large meter pit cover, or equal.			\$ 366.67		
26	Ford FIB 48" X 48" x 3/32" thick meter pit insulating blanket				\$ 16.57	
27	Ford ER25AW 2 1/2" elevator ring for a and wabash covers, or equal.				\$ 28.00	
28	Ford ER4AW 4" elevator ring for a and wabash covers, or equal.				\$ 44.25	
29	Ford MC-24-11 large monitor cover				\$ 276.35	
30	Heavy duty frames & covers (see attached spec sheet)				\$ 135.00	
31	Ford Y501 iron yoke bar for 5/8" meter size, or equal.				\$ 9.00	
32	Ford Y503 iron yoke bar for 3/4" meter size, or equal.				\$ 11.91	
33	Ford Y504 iron yoke bar for 1" meter size, or equal.				\$ 15.84	
34	Ford EC-1 5/8" standard expansion connection, or equal.				\$ 10.33	
35	Ford EC-23 3/4" standard expansion connection, or equal.				\$ 11.72	
36	Ford EC-4 1" standard expansion connection, or equal.				\$ 19.66	
37	Ford AV92-313W angle yoke key valve 3/4" size x 3/4" flare copper x 5/8" meter, or equal.				\$ 17.92	
38	Ford AV92-323W angle yoke key valve 3/4" size x 3/4" flare copper x 3/4" meter, or equal.				\$ 17.92	
39	Ford AV92-444W angle yoke key valve 1" size x 1" flare copper x 1" meter, or equal.				\$ 27.61	
40	Ford AV94-313W angle yoke key valve 3/4" size x 3/4" pack joint (CTS) x 5/8" meter, or equal.				\$ 18.45	
41	Ford AV94-323W angle yoke key valve 3/4" size x 3/4" pack joint (CTS) x 3/4" meter, or equal.				\$ 18.45	
42	Ford AV94-444W angle yoke key valve 1" size x 1" pack joint (CTS) x 1" meter, or equal.				\$ 29.16	
43	Ford HA91-313D angle check valve for yokes 3/4" size x 5/8" meter x 3/4" FIP, or equal.				\$ 25.56	
44	Ford HA91-444D angle check valve for yokes 1" size x 1" meter x 1" FIP, or equal.				\$ 26.36	
45	Ford HA92-313d angle check valve for yokes 3/4" size x 5/8" meter x 3/4" flare copper, or equal.				\$ 26.86	
46	Ford HA92-323d angle check valve for yokes 3/4" size x 3/4" meter x 5/8" flare copper, or equal.				\$ 26.86	
47	Ford B22-333 ball valve curb stop 3/4" size x 3/4" x 3/4" flare copper both ends, or equal.				\$ 32.99	
48	Ford B22-444 ball valve curb stop 1" size x 1" x 1" flare copper both ends (no reducer port), or equal.				\$ 45.56	
49	Ford B44-333 ball valve curb stop 3/4"x3/4"x3/4" pack joint for CTS, ro equal				\$ 35.55	
50	Ford B44-444 ball valve curb stop 1"x1"x1" pack joint for CTS, ro equal				\$ 48.95	
51	Ford B44-666 ball valve curb stop 1 1/2" size x 1 1/2" x 1 1/2" pack joint for copper or plastic (CTS), or equal.				\$ 120.30	
52	Ford B44-777 ball valve curb stop 2" size x 2"x2" pack joint for copper of plastic (CTS), or equal				\$ 150.53	
53	Domestic valve box covers	\$ 9.00				
54	Ford A14 meter adapter to change 5/8" meter to 1" meter spud size and length, or equal.				\$ 11.18	

**WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 01/08/09**

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USABLUERBOOK
55	Ford C44-33 pack joint coupling ¾" x ¾", or equal.				\$ 10.00	
56	Ford C44-34 pack joint coupling ¾" x 1", or equal.				\$ 11.62	
57	Ford C44-44 pack joint coupling 1" x 1", or equal.				\$ 11.43	
58	Ford C44-66 pack joint coupling 1½" x 1½", or equal.				\$ 35.00	
59	Ford C44-77 pack joint coupling 2" x 2", or equal.				\$ 47.25	
60	Ford C45-33 pack joint coupling ¾" CTS x ¾" IP, or equal.				\$ 12.44	
61	Ford C45-34 pack joint coupling ¾" CTS x 1" IP, or equal.				\$ 15.27	
62	Ford C45-43 pack joint coupling 1" CTS x ¾" IP, or equal.				\$ 12.45	
63	Ford C45-44 pack joint coupling 1" CTS x 1" IP, or equal.				\$ 14.86	
64	Ford C45-45 pack joint coupling 1" CTS x 1½" IP, or equal.				\$ 19.40	
65	Ford C38-23-2.5 straight meter coupling, 5/8" x 3/4" and 3/4" meters x 3/4" MIPT, or equal				\$ 5.38	
66	Ford C38-11-2.375 straight meter coupling, 5/8" meter x 1/2" MIPT, or equal				\$ 4.85	
67	Ford C38-44-2.625 straight meter coupling 1" meter x 1" MIPT, or equal				\$ 8.47	
68	Ford T444-666 1 ½" x 1 ½" x 1 ½" service tee pack joint	\$ 58.28				
69	Ford T444-777 2" x 2" x 2" service tee pack joint	\$ 142.00				
70	Ford C28-44 flared copper coupling 1" to 1" MP thread, or equal.				\$ 10.76	
71	Ford C02-43 1" female copper thread to ¾" flare copper, or equal.				\$ 10.95	
72	Ford C02-34 two-piece increasers ¾" female copper thread x 1" flare copper, or equal.				\$ 11.46	
73	Mueller H-15403 ¾" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.			\$ 8.76		
74	Mueller H-15403 1" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.			\$ 9.56		
75	Mueller H-15403 1½" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.			\$ 30.60		
76	Mueller H-15403 2" straight 3-part union Mueller 110 conductive compression connection for CTS O.D. both ends, or equal.			\$ 41.32		
77	Mueller N-35428 ¾" MIP inlet x Mueller 110 compression connection CTS ¾" outlet, or equal.			\$ 27.76		
78	Mueller N-35428 1" MIP inlet x Mueller 110 compression connection CTS 1" outlet, or equal.			\$ 29.93		
79	Mueller N-35071 ¾" insulated straight service connection ¾" female copper flare x ¾" CTS outlet, or equal.			\$ 30.81		
80	Mueller P-15381 1 ½" X 1 ½" X 1" service tee pack joint connection for CTS O.D., or equal.			\$ 47.73		
81	Mueller P-15381 2" X 2" X 1" service tee pack joint connection for CTS O.D., or equal.			\$ 116.10		
82	Mueller P-15343 2"x1 1/2" two branch-body pack joint connection for CTS O.D. tubing, or equal			\$ 40.02		
83	Mueller H-15343 1" X 2" two branch-body 110 conductive compression connection for CTS O.D. tubing, or equal			\$ 46.50		
84	Mueller H-15346 1" X 2" three branch fitting, or equal.			\$ 65.45		
85	Ford 6" FSL-(635, 696, 724, 745, 785) x 12.5 stainless steel repair clamp.***			\$	\$ 86.68	

**WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 01/08/09**

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USABLUEROOK
86	Ford 8" FSL-(835, 894, 939, 967) x 12.5 stainless steel repair clamp.***				\$ 88.85	
87	Ford 10" FSL-(1010, 1104, 1144, 1174, 1215) x 12.5 stainless steel repair clamp.***				\$ 116.33	
88	Ford 12" FSL-(1240, 1302, 1350, 1380, 1410, 1440) x 12.5 stainless steel repair clamp.***				\$ 126.56	
89	Ford 6" FSL-(635, 696, 724, 745, 785) x 15 stainless steel repair clamp.***				\$ 105.70	
90	Ford 8" FSL-(835, 894, 939, 967) x 15 stainless steel repair clamp.***				\$ 107.55	
91	Ford 10" FSL-(1010, 1104, 1144, 1174, 1215) x 15 stainless steel repair clamp.***				\$ 133.86	
92	Ford 12" FSL-(1240, 1302, 1350, 1380, 1410, 1440) x 15 stainless steel repair clamp.***				\$ 147.69	
93	APAC 6" 40LAS-12-(0635, 0696, 0725, 0750, 0785) all stainless steel single panel repair clamp.****			\$ 127.06		
94	APAC 8" 40IAS-12-(0835, 0894, 0939, 0967, 0980) all stainless steel single panel repair clamp. ****			145.88		
95	APAC 10" 40IAS-12-(1010, 1050, 1104, 1144, 1180, 1215) all stainless steel single panel repair clamp. ****			\$ 186.35		
96	APAC 12" 40IAS-12-(1250, 1302, 1350, 1380, 1410, 1440) all stainless steel single panel repair clamp.****			\$ 225.88		
97	Ford 6" FC1 ductile iron coupling with gasket and end rings.				\$ 45.35	
98	Ford 8" FC1 ductile iron coupling with gasket and end rings.				\$ 68.60	
99	Ford 10" FC1 ductile iron coupling with gasket and end rings.				\$ 92.41	
100	Ford 12" FC1 ductile iron coupling with gasket and end rings.				\$ 125.45	
101	Mueller 6" MFC0659 maxifit pipe coupling.			\$ 122.74		
102	Mueller 8" MFC0890 maxifit pipe coupling.			\$ 146.06		
103	Mueller 10" MFC1071 maxifit pipe coupling.			\$ 179.92		
104	Mueller 12" MFC1240 maxifit pipe coupling.			\$ 217.19		
105	Mueller 12" MFC1271 maxifit pipe coupling.			\$ 217.19		
106	Mueller 12" MFC1307 maxifit pipe coupling.			\$ 217.19		
107	Ford 4" UFR-1300-(S, C)-4 uni-flange block buster series 1300 pipe restraint, or equal*****				\$ 19.75	
108	Ford 6" UFR-1300-(S, C)-6 uni-flange block buster series 1300 pipe restraint, or equal*****				\$ 23.41	
109	Ford 8" UFR-1300-(S, C)-8 uni-flange block buster series 1300 pipe restraint, or equal*****				\$ 31.31	
110	Ford 10" UFR-1300-(S, C)-10 uni-flange block buster series 1300 pipe restraint, or equal*****				\$ 58.72	
111	Ford 12" UFR-1300-(S, C)-12 uni-flange block buster series 1300 pipe restraint, or equal*****				\$ 61.69	
112	Ford 6" UFR1400-DA-6 series 1400 wedge action retainer gland, or equal.				\$ 31.00	
113	Ford 8" UFR1400-DA-8 series 1400 wedge action retainer gland, or equal.				\$ 37.33	
114	Ford 10" UFR1400-DA-10 series 1400 wedge action retainer gland, or equal.				\$ 58.46	
115	Ford 12" UFR1400-DA-12 series 1400 wedge action retainer gland, or equal.				\$ 70.45	
116	Ford 6" UFR1400-DA-6-XL series 1400 wedge action retainer gland, or equal.				\$ 38.27	
117	Ford 8" UFR1400-DA-8-XL series 1400 wedge action retainer gland, or equal.				\$ 47.97	
118	Ford 10" UFR1400-DA-10-XL series 1400 wedge action retainer gland, or equal.				\$ 70.13	

**WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 01/08/09**

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USABLEBOOK
119	Ford 12" UFR1400-DA-12-XL Series 1400 wedge action retainer gland, or equal				\$ 81.07	
120	Ford 4" ufa200-(S, C)-4 uni-flange adapter flange series 200, or equal. *****				\$ 24.84	
121	Ford 6" UFA200-(S, C)-6 uni-flange adapter flange series 200, or equal. *****				\$ 29.81	
122	Ford 8" UFA200-(S, C)-8 uni-flange adapter flange series 200, or equal. *****				\$ 40.58	
123	Ford 10" UFA200-(S, C)-10 uni-flange adapter flange series 200, or equal. *****				\$ 66.91	
124	Ford 12" UFA200-(S, C)-12 uni-flange adapter flange series 200, or equal. *****				\$ 78.01	
125	APAC 4" 202-(450 & 510) cast flanged coupling adapter series 202.	\$ 142.56				
126	APAC 6" 202-(691 & 735) cast flanged coupling adapter series 202.	\$ 181.86				
127	APAC 8" 202-(911 & 940) cast flanged coupling adapter series 202.	\$ 249.97				
128	APAC 10" 202-(1110 & 1210) cast flanged coupling adapter series 202.	\$ 452.57				
129	APAC 12" 202-(1320 & 1435) cast flanged coupling adapter series 202.	\$ 500.68				
130	Smith Blair 4" 274 bell joint repair clamp, or equal					\$ 178.00
131	Smith Blair 6" 274 bell joint repair clamp, or equal					\$ 191.25
132	Smith Blair 8" 274 bell joint repair clamp, or equal					\$ 271.75
133	Smith Blair 10" 274 bell joint repair clamp, or equal					\$ 323.95
134	Smith Blair 12" 274 bell joint repair clamp, or equal					\$ 338.75
135	ROMAC 4" grap-(DI & IP) gripping pipe restrainer. *****	\$ 34.11				
136	ROMAC 6" grap-(DI & IP) gripping pipe restrainer. *****	\$ 39.66				
137	ROMAC 8" grap-(DI & IP) gripping pipe restrainer. *****	\$ 56.54				
138	ROMAC 10" grap-(DI & IP) gripping pipe restrainer. *****	\$ 81.00				
139	ROMAC 12" grap-(DI & IP) gripping pipe restrainer. *****	\$ 110.66				
140	6" MJ retainer kit for di.	\$ 25.36				
141	8" MJ retainer kit for di.	\$ 34.85				
142	10" MJ retainer kit for di.	\$ 50.54				
143	12" MJ retainer kit for di.	\$ 65.58				
144	6" MJ cast iron sleeve, less accessories.			\$ 61.38		
145	8" MJ cast iron sleeve, less accessories.			\$ 81.31		
146	10" MJ cast iron sleeve, less accessories.			\$ 97.67		
147	12" MJ cast iron sleeve, less accessories.			\$ 131.93		
148	6" x 6" x 6" hydrant tee, less accessories.				\$ 123.33	
149	8" x 8" x 6" hydrant tee, less accessories.				\$ 153.57	
150	10" x 10" x 6" hydrant tee, less accessories.				\$ 203.70	
151	12" x 12" x 6" hydrant tee, less accessories.	\$ 225.00				
152	6" mechanical joint with 90° bend, less accessories.					\$ 54.25
153	6" mechanical joint with 45° bend, less accessories					\$ 47.25
154	6" mechanical joint with 22° bend, less accessories					\$ 48.75

**WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 01/08/09**

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USABLAERBOOK
155	6" push-on DI pipe C152, specify length				\$349.60/20'	
156	8" push-on DI pipe c152, specify length				\$471.00/20'	
157	10" push-on DI pipe c152, specify length				\$610.60/20'	
158	12" push-on DI pipe c152, specify length				\$761.40/20'	
159	Mueller 6" A-2360 MJ resilient wedge gate valve.			\$ 458.17		
160	Mueller 8" A-2360 MJ resilient wedge gate valve.			\$ 729.72		
161	Mueller 10" A-2360 MJ resilient wedge gate valve.			\$ 1,137.77		
162	Mueller 12" A-2360 MJ resilient wedge gate valve.			\$ 1,439.70		
163	Mueller 6" HC-2360-44-d-150 MJ cut-in valve.			\$ 649.42		
164	Mueller 8" HC-2360-44-d-150 MJ cut-in valve.			\$ 1,004.17		
165	Mueller 10" HC-2360-44-d-150 MJ cut-in valve.			\$ 1,189.83		
166	Mueller 12" HC-2360-44-d-150 MJ cut-in valve.			\$ 1,505.57		
167	Mueller Super Centurion 250 4 1/2" MVO fire hydrant with acnagrip foot & 5' bury.			\$ 1,617.08		
168	Mueller Super Centurion 6" hydrant extension kit.			\$ 202.83		
169	Mueller Super Centurion 1" hydrant extension kit.			\$ 235.89		
170	Clow Medalion 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.				\$ 1,259.00	
171	Clow Medalion 6" hydrant extension kit.				\$ 217.80	
172	CLOW MEDALION 1" HYDRANT EXTENSION KIT.				\$ 255.56	
173	Kkenedy 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.					
174	Kkenedy 6" hydrant extension kit.					\$ 225.25
175	Kkenedy 1" hydrant extension kit.					\$ 266.15
176	Eddy 4 1/2" MVO fire hydrant with 6" MJ foot & 5' bury.				\$ 1,635.36	
177	Mueller Super Centurion 250 fire hydrant breakaway repair kit.			\$ 90.64		
178	Mueller improved fire hydrant breakaway repair kit with brass safety stem coupling.			\$ 90.64		
179	Clow H-2640 fire hydrant breakaway repair kit.					
180	Clow medalion fire hydrant breakaway repair kit.					\$ 101.00
181	6" pipe clamp and washers.			\$ 18.50		
182	8" pipe clamp and washers.				\$ 21.00	
183	10" pipe clamp and washers.				\$ 22.11	
184	12" pipe clamp and washers.				\$ 22.25	
185	Bucket of nuts and eye bolts for hydrant rod (specify quantity in bucket _____).			\$83.50/50		
186	Bucket of ductile iron duc-lugs (specify quantity in bucket _____).			\$66.25/50		
187	3/4" tie bolts			\$ 1.38		
188	3/4" x 6' threaded hydrant rod.				\$ 8.42	
189	3/4" threaded rod coupling nut.			\$ 1.01		
190	1" x 100' type "K" copper.				\$ 361.13	
191	3/4" x 100' type "K" copper.				\$ 276.50	

**WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 01/08/09**

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USABLUEBOOK
192	¾" x 300' PVC tubing, water grade rated at 160-200 psi.				\$ 58.05	
193	1" x 300' PVC tubing, water grade rated at 160-200 psi.				\$ 94.70	
194	1 1/2" x 300' PVC tubing, water grade rated at 160-200 psi.				\$ 223.77	
195	2" x 300' PVC tubing, water grade rated at 160-200 psi.			\$ 166.87		
196	25 lbs. lead wool (Indicate if price is per pound or per 25 pounds; i.e., \$10.00/lb or \$10.00/25 lb).			\$ 121.67		
197	4" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.			\$ 439.36		
198	6" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.			\$ 472.73		
199	8" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.			\$ 603.42		
200	10" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.			\$ 900.27		
201	12" Mueller Line Seal III butterfly valve, flange x flange, with hand wheel.			\$ 956.58		
202	4" full-face flange gasket and bolt kit-1/8" thickness.			\$ 6.63		
203	6" full-face flange gasket and bolt kit-1/8" thickness.			\$ 10.63		
204	8" full-face flange gasket and bolt kit-1/8" thickness.			\$ 11.25		
205	10" full-face flange gasket and bolt kit-1/8" thickness.				\$ 24.47	
206	12" full-face flange gasket and bolt kit-1/8" thickness.				\$ 26.32	
207	Reflective fiberglass hydrant flag, plate-mount flat, 64" x .375", red & white color.			\$ 12.35		\$ 5.00
208	Reflective mini flag, 4" X 5" for .375 shaft, red & white color.					
209	¾" CC drill & tap for "Mueller B101" tapping machine.			\$ 140.47		
210	1" CC drill & tap for "Mueller B101" tapping machine.			\$ 186.61		
211	1 ¼" carbide tip hole saw cutter.	\$ 25.00				
212	¼" carbide tip pilot cutter.	\$ 12.00				
213	Silver reflective paint (price per quart).			\$ 90.38		
214	Orange hydrant paint (price per gallon).			\$ 20.49		
215	Markout paint (AWWA blue) 20 oz. cans, or equal					\$ 2.50
216	MA013922 food-grade anti-seize, 1 lb., or equal					\$ 14.40
217	SIGMA 1" cast iron valve box riser.				\$ 5.38	
218	SIGMA 2" cast iron valve box riser.				\$ 7.18	
219	SIGMA 3" cast iron valve box riser.				\$ 9.47	
220	SIGMA 4" cast iron valve box riser.				\$ 13.54	
221	SIGMA valve box bottom section (cast iron), domestic				\$ 51.58	
222	16" ductile iron valve box top flange top section with cover, domestic				\$ 31.83	
223	SIGMA valve box bottom section (cast iron), domestic				\$ 33.68	
224	SIGMA 16" case iron line valve box top section.				\$ 21.05	
225	SIGMA 26" cast iron line valve box top section.				\$ 24.21	
226	Buffalo-type 2 ¼" cast iron curb box.				\$ 30.59	
227	Buffalo-type 3" cast iron curb box.					
228	Mueller H-10373 2 ¼" repair lids for new style Buffalo-type curb box.				\$ 9.78	

**WATER SERVICE MATERIALS BID SUMMARY - BID OPENED 01/08/09**

ITEM #	DESCRIPTION	BLACKMAN	FRIENDLY BYTES	JOSEPH G. POLLARD	T MINA	USABLUERHOOK
229	Mueller H-10373 3" repair lids for new style Buffalo-type curb box.			\$ 13.28		
230	Mueller H-10374 2 1/2" repair lids for new style Buffalo-type curb box.				\$ 3.50	
231	Mueller H-10374 3" repair lids for new style Buffalo-type curb box.			\$ 13.28		
232	Mueller H-10310 curb box complete for 1 1/2" x 2" service, or equal	No Bid	No Bid	No Bid	No Bid	No Bid
233	CH15535 3/4" copper disk	No Bid	No Bid	No Bid	No Bid	No Bid
234	CH15535 1" copper disk	No Bid	No Bid	No Bid	No Bid	No Bid

2/18/09

Adopted

TOWN OF RIVERHEAD

Resolution # 140

**AUTHORIZES SUPERVISOR TO EXECUTE RETAINER AGREEMENT WITH MARY C. HARTILL, ESQ. OF THE LAW FIRM OF SALADINO & HARTILL, LLP FOR LEGAL SERVICES (RIVERHEAD YOUTH COURT)**

COUNCILMAN DUNLEAVY

offered the following resolution, was seconded by

COUNCILMAN BUCKLEY

WHEREAS, Mary C, Hartill, Esq. of the Law Firm of Saladino & Hartill, LLP has submitted a proposal to the Town Board to enter into a one (1) year agreement with the Town of Riverhead in connection with her services as Legal Consultant for the Riverhead Youth Court Program.

NOW THEREFORE BE IT HEREBY RESOLVED, that Mary C, Hartill, Esq. of the Law Firm of Saladino & Hartill, LLP is hereby appointed to act as Legal Consultant for the Riverhead Youth Court Program; and be it further

RESOLVED, that the Riverhead Town Board hereby approves the attached Retainer Agreement from the Law Firm of Saladino & Hartill, LLP; and be it further

RESOLVED, that the Riverhead Town Board hereby authorizes the Supervisor to execute the attached Retainer Agreement; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Law Firm of Saladino & Hartill, LLP, 431 Griffing Avenue, Riverhead, New York, 11901, the Police Chief David Hegermiller and the Office of the Town Attorney.

THE VOTE

Buckley  yes  no Wooten  yes  no *absent*

Dunleavy  yes  no Blass  yes  no

Cardinale  yes  no

THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED

## RETAINER AGREEMENT

This writing will memorialize the understanding between The Town of Riverhead and Mary C. Hartill, Saladino & Hartill, LLP., hereinafter referred to as "the law firm," confirming that you have retained this firm to represent you in the matter of Legal Consultant for Youth Court Training.

It is agreed that the Town of Riverhead will pay the firm a fee of \$160.00 per hour for training and lectures for the Riverhead Youth Court Program, not to exceed a total of twelve (12) hours.

You acknowledge that the hourly rates apply to all time expended on your matter, including, but not limited to, office meetings and conferences, telephone calls and conferences, either placed by or to you, or otherwise made or had on your behalf or related to your matter, preparation, review and revision of correspondence, pleadings motions, disclosure demands and responses, affidavits and affirmations, or any other documents, memoranda, or papers relative to your matter, legal research, court appearances, conferences, file review, preparation time, travel time, and any other time expended on your behalf.

The term of this retainer shall be for one year, commencing on January 1, 2009 and continuing through and including December 31, 2009.

Kindly indicate your understanding and acceptance of the above by signing this document below where indicated.

You acknowledge receiving a duly executed duplicate original of this agreement. I look forward to being of service to you in connection with this matter.

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

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Mary C. Hartill

**I HAVE READ, UNDERSTAND AND  
ACCEPT ALL OF THE TERMS  
CONTAINED ABOVE:**

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# Adopted

RESOLUTION # <u>141</u> ABSTRACT #09-05 February 05, 2009 (TBM 02/18/09)				
COUNCILMAN BUCKLEY offered the following Resolution which was seconded by				
COUNCILWOMAN BLASS				
FUND NAME			CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		272,627.29	272,627.29
ECONOMIC DEVELOPMENT ZONE FUND	30		34.12	34.12
HIGHWAY FUND	111		23,869.44	23,869.44
WATER DISTRICT	112		21,348.77	21,348.77
RIVERHEAD SEWER DISTRICT	114		262,382.19	262,382.19
REFUSE & GARBAGE COLLECTION DI	115		2,046.64	2,046.64
STREET LIGHTING DISTRICT	116		2,351.88	2,351.88
BUSINESS IMPROVEMENT DISTRICT	118		2,300.00	2,300.00
AMBULANCE DISTRICT	120		115.00	115.00
EAST CREEK DOCKING FACILITY FU	122		-	-
CALVERTON SEWER DISTRICT	124		5,351.68	5,351.68
RIVERHEAD SCAVANGER WASTE DIST	128		9,584.05	9,584.05
RISK RETENTION FUND	175		-	-
CDBG CONSORTIUM ACOUNT	181		79.51	79.51
TOWN HALL CAPITAL PROJECTS	406		1,418,238.85	1,418,238.85
MUNICIPAL GARAGE FUND	626		2,208.45	2,208.45
TRUST & AGENCY	735		5,515,926.84	5,515,926.84
COMMUNITY PRESERVATION FUND	737		2,102.40	2,102.40
<b>TOTAL ALL FUNDS</b>			<b>7,540,567.11</b>	<b>7,540,567.11</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

# Adopted

RESOLUTION # <u>141</u> ABSTRACT #09-06 February 12, 2009 (TBM 02/18/09)				
COUNCILMAN BUCKLEY offered the following Resolution which was seconded by				
COUNCILWOMAN BLASS				
FUND NAME			CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		1,358,274.00	1,358,274.00
TEEN CENTER FUND	5		84.00	84.00
RECREATION PROGRAM FUND	6		3,244.64	3,244.64
CHILD CARE CENTER BUILDING FUN	9		48.43	48.43
ECONOMIC DEVELOPMENT ZONE FUND	30		3,207.51	3,207.51
HIGHWAY FUND	111		272,064.23	272,064.23
WATER DISTRICT	112		147,654.31	147,654.31
RIVERHEAD SEWER DISTRICT	114		111,779.24	111,779.24
REFUSE & GARBAGE COLLECTION DI	115		383,199.26	383,199.26
STREET LIGHTING DISTRICT	116		59,287.54	59,287.54
PUBLIC PARKING DISTRICT	117		5,084.43	5,084.43
BUSINESS IMPROVEMENT DISTRICT	118		978.01	978.01
AMBULANCE DISTRICT	120		150,585.59	150,585.59
EAST CREEK DOCKING FACILITY FU	122		154.00	154.00
CALVERTON SEWER DISTRICT	124		13,293.82	13,293.82
RIVERHEAD SCAVANGER WASTE DIST	128		52,774.56	52,774.56
WORKERS' COMPENSATION FUND	173		34,162.24	34,162.24
RISK RETENTION FUND	175		56,925.43	56,925.43
CDBG CONSORTIUM ACOUNT	181		616.51	616.51
COMMUNITY DEVELOPMENT AGENCY C	405		16,018.50	16,018.50
TOWN HALL CAPITAL PROJECTS	406		16,910.03	16,910.03
YOUTH SERVICES CAP PROJECT	452		2,169.52	2,169.52
SENIORS HELP SENIORS CAP PROJE	453		2,761.39	2,761.39

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

February 18, 2009

TOWN OF RIVERHEAD

AMENDMENT TO 2007 AUDITED FINANCIAL STATEMENT FEES

RESOLUTION # 142

DUNLEAVY offered the following resolution,  
which was seconded by Buckley.

**WHEREAS**, the Town of Riverhead authorized Albrecht, Viggiano, Zureck & Company, P.C. to conduct the audit of the records of the Town of Riverhead for the year ended December 31, 2007; and

**WHEREAS**, the Agreement entered into between the Town of Riverhead and Albrecht, Viggiano, Zureck & Company, P.C. included a provision for compensation of services that may be required to reconstruct or verify all balances from year end in 2006 to beginning balances in 2007 to ensure accurateness of audit of year end in December of 2007; and

**WHEREAS**, during the performance of the audit, Albrecht, Viggiano, Zureck & Company, P.C. informed the Town of required additional accounting service, time and staffing necessary to provide such services and opined on resolution of the issues to resolve securing the data to complete said audit.

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board hereby agree to pay an additional \$ 30,000.00 for the significant extra time spent toward the audit report on the Basic Financial Statements and the Single Audit Report for the year ended December 31, 2007.

THE VOTE

Wooten <sup>absent</sup>  Yes  No      Buckley  Yes  No  
Dunleavy  Yes  No      Blass  Yes  No  
Cardinale  Yes  No

