

**Resolution List 11/04/2009:**

- Res. #992** TERMINATES A CALL-IN RECREATION SPECIALIST
- Res. #993** RATIFIES THE APPOINTMENT OF VOLLEYBALL ATTENDANTS AND OFFICIALS
- Res. #994** AMENDS RESOLUTION #409 OF 2009(APPROVES EXTENSION OF SECURITY POSTED BY CTR DEVELOPMENT LLC IN CONNECTION WITH THE SUBDIVISION ENTITLED“DEMCHUK ESTATES” ROAD AND DRAINAGE IMPROVEMENTS)
- Res. #995** OPERATING FUNDS BUDGET ADJUSTMENT
- Res. #996** RECREATION DEPARTMENT BUDGET ADJUSTMENT
- Res. #997** AUTHORIZES DUNN ENGINEERING ASSOCIATES, PC TO PROCEED WITH DESIGN OF SALT STORAGE BUILDINGS FOR OSBORN AVENUE HIGHWAY MAINTENANCE FACILITY
- Res. #998** RATIFIES THE APPOINTMENT OF AN INTERN TO THE POLICE DEPARTMENT
- Res. #999** AMENDS RESOLUTION AWARDDING BID FOR ABANDONED/JUNK VEHICLES
- Res. #1000** AUTHORIZING THE SUPERVISOR TO SIGN CONSENT ORDER WITH NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND AGREEMENT WITH H2M GROUP
- Res. #1001** ADOPTS A LOCAL LAW TO REPEAL CHAPTER 17 ENTITLED “ELECTRICAL INSPECTORS” OF THE RIVERHEAD TOWN CODE
- Res. #1002** AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 108 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED “ZONING” (§108-282 Rural Corridor Permitted Uses)
- Res. #1003** ACCEPTS LETTER OF CREDIT ROUTE 58, LLC – BOWLING CENTER
- Res. #1004** RATIFIES THE APPOINTMENT OF A CALL-IN RECREATION SPECIALIST (Daniel Dunn)
- Res. #1005** AUTHORIZES THE RELEASE OF SECURITY FOR JOHN & MARIA VERDERBER

- Res. #1006 AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR HEATING FUEL**
- Res. #1007 AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENT WITH DOCULEX, INC. FOR SYSTEM UPGRADE AND MANAGEMENT**
- Res. #1008 APPOINTS A CALL-IN CHAPERONE (Mary Walsh)**
- Res. #1009 ACCEPTS THE RETIREMENT OF A CONSTRUCTION EQUIPMENT OPERATOR (William Devoes)**
- Res. #1010 EXTENDS MILITARY LEAVE OF ABSENCE (David Carrick)**
- Res. #1011 ACCEPTS THE RESIGNATION OF AN AUTOMOTIVE EQUIPMENT OPERATOR (Andrew Baldelli)**
- Res. #1012 APPOINTS A CIVIL ENGINEER TO THE ENGINEERING DEPARTMENT (Drew Dillingham)**
- Res. #1013 AUTHORIZES THE RELEASE OF SITE PLAN SECURITY OF PC RICHARD AND SON LONG ISLAND CORP.**
- Res. #1014 AUTHORIZES THE SUBMISSION OF A MEMORANDUM OF AGREEMENT FOR THE 2008 HAZARDOUS MATERIAL GRANT PROGRAM**
- Res. #1015 RESOLUTION CALLING PUBLIC HEARING REGARDING LATERAL WATER MAIN EXTENSION FOR CEDAR COVE SUBDIVISION, WEST LANE SCTM DISTRICT 600, SECTION 66, BLOCK 02, LOT 004 RIVERHEAD WATER DISTRICT**
- Res. #1016 AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 1825 MAIN ROAD, JAMESPORT, NEW YORK**
- Res. #1017 AUTHORIZES THE SUPERVISOR TO EXECUTE A SECURITY AGREEMENT**
- Res. #1018 APPOINTS A HEARING OFFICER AND AUTHORIZES UNPAID SUSPENSION OF EMPLOYEE**
- Res. #1019 ADOPTS A STANDARD BENEFIT PACKAGE FOR NON-UNION PERSONNEL**
- Res. #1020 ADOPTS A HEALTH INSURANCE POLICY FOR ELECTED OFFICIALS AND NON-UNION PERSONNEL**

- Res. #1021 GENERAL FUND POLICE DEPARTMENT BUDGET ADJUSTMENT**
- Res. #1022 AUTHORIZES SELECTION OF VISION LONG ISLAND, GLATTING JACKSON, ADL III and H2M TEAM AS CONSULTANTS FOR DOWNTOWN RIVERHEAD VISIONING**
- Res. #1023 AUTHORIZES THE EXTENSION AND RENEWAL OF BUILDING PERMITS FOR MAIDSTONE LANDING HOMEOWNER'S ASSOCIATION, INC.**
- Res. #1024 APPROVES THE DEFENSE AND INDEMNIFICATION FOR BARBARA BLASS**
- Res. #1025 APPROVES THE DEFENSE AND INDEMNIFICATION FOR RICHARD HANLEY**
- Res. #1026 ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE (§108-201. – Designation of Empire Zone plan and boundaries)**
- Res. #1027 Pays Bills**
- Res. #1028 Terminates the Master Developer Agreement Between the Town of Riverhead CDA, the Town of Riverhead Parking District No. 1 and Riverhead Renaissance, LLC**

**TOWN OF RIVERHEAD**

**Resolution # 992**

**TERMINATES A CALL-IN RECREATION SPECIALIST**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Jason Komorowski has not been scheduled to work as a Call-In Recreation Specialist for Youth Sports programs during the last six months, and he is no longer available to work for the Town of Riverhead Recreation Department.

NOW THEREFORE BE IT RESOLVED, that effective November 5, 2009, this Town Board hereby terminates Jason Komorowski as a Call-In Recreation Specialist, and be it further

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 993**

**RATIFIES THE APPOINTMENT OF VOLLEYBALL ATTENDANTS AND OFFICIALS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Volleyball Attendants and Officials are needed by the Riverhead Town Recreation Department for the Adult Volleyball Program,

NOW THEREFORE BE IT RESOLVED, that effective October 21, 2009, this Town Board hereby appoints the attached list of Volleyball Attendants and Officials to the Recreation Department, and be it further

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

**THE VOTE**

Wooten  Yes  No      Dunleavy  Yes  No

Blass  Yes  No      Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**RECREATION DEPARTMENT APPOINTMENTS  
11/4/09 TOWN BOARD MEETING**

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Level</u>	<u>Start Date</u>	<u>End Date</u>	<u>Salary</u>
Bullock	Amy	P/T Volleyball Attendant	V	10/21/09	5/31/10	\$10.82/hr
Bullock	Amy	C/I Volleyball Official1	I	10/21/09	5/31/10	\$9.00/game
Drumm	Kenneth	C/I Volleyball Attendant	IV	10/21/09	5/31/10	\$10.50/hr
Dunn	Daniel	C/I Volleyball Attendant	II	10/21/09	5/31/10	\$9.90/hr
Scanlon	Gregory	P/T Volleyball Official2	VII	10/21/09	5/31/10	\$13.17 /game
Terry	Richard	P/T Volleyball Attendant	VI	10/21/09	5/31/10	\$11.14 /hr

11/4/09

Adopted

**TOWN OF RIVERHEAD**

**Resolution #994**

**AMENDS RESOLUTION #409 OF 2009**  
**(APPROVES EXTENSION OF SECURITY POSTED BY CTR DEVELOPMENT LLC IN**  
**CONNECTION WITH THE SUBDIVISION ENTITLED "DEMCHUK ESTATES" ROAD AND**  
**DRAINAGE IMPROVEMENTS)**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

**WHEREAS**, on May 5, 2009, the Riverhead Town Board approved the extension of time for the performance security posted representing the road and drainage improvements to be completed within the subject subdivision for an additional two-year period as provided by Riverhead Town Code Chapter 108-97 A. (4); and

**WHEREAS**, said resolution approved a two-year extension period to conclude on the incorrect date of November 2, 2011; and

**WHEREAS**, the two-year extension period should conclude on the correct date of January 4, 2011.

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Riverhead hereby amends Resolution #409 dated May 5, 2009 to reflect a change in the two-year extension period to conclude on January 4, 2011; and be it further

**RESOLVED**, that all other terms and conditions of Resolution #409 shall remain in full force and effect; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Michael R. Strauss, Esq., 1303 Main Street, Suite 1A, Port Jefferson, NY, 11777; and be it further

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution #995**

**OPERATING FUNDS**  
**BUDGET ADJUSTMENT**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

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

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

<b>FUND</b>	<b>C.C.</b>	<b>OBJECT</b>	<b>ACCOUNT TITLE</b>	<b>FROM</b>	<b>TO</b>
001	090600	584500	NON-UNIFORMED DENTAL, HOSPI	89,930	
001	013100	549000	G.T. MISCELLANEOUS EXPENSES	50,000	
001	031200	524900	POLICE - MISCELLANEOUS	10,000	
001	036200	512500	POLICE - OVERTIME	5,600	
001	050100	541150	HIGHWAY - BLDG MAINT & SUPP	4,000	
001	067720	524000	SENIORS - EQUIPMENT	2,400	
001	035100	512100	ANIMAL CONTROL - OVERTIME	2,100	
001	035100	513100	ANIMAL CONTROL- LNGVITY UNIFORM	2,000	
001	014200	542110	TOWN ATTORNEY-OFFCE SUPP COPIER		100
001	081600	545300	REFUSE & GARBAGE - LEASES LAND		500
001	011100	542110	JUSTICE COURT - COPY MACHINE		1,000
001	036200	545210	BUILDING - COPY MACHINE LEASES		1,000
001	014200	524000	TOWN ATTORNEY - EQUIPMENT		1,130
001	016800	513500	IT - LONGEVITY (1)		2,100
001	067720	513500	SENIORS - LONGEVITY NON-UNIFORM		2,400
001	011100	543940	INTERPRETER FEES & EXPENSES		2,500
001	014200	542802	SUPPLEMENTAL LAW BOOKS & SU		3,500
001	050100	513500	HIGHWAY -LONGEVITY NON-UNIFORM		4,000
001	035100	513500	ANIMAL CONTROL - LONGEVITY(6)		4,100
001	014200	513500	TOWN ATTORNEY - LONGEVITY (1)		5,100
001	036200	513500	BUILDING - LONGEVITY (3)		5,600
001	011100	543960	JUSTICE COURT - STENOGRAPH SERVICES		9,000
001	036250	512500	CODE ENFORCE-O/T NON-UNIFORM		9,000
001	031200	518605	BAY CONSTABLE – SEASONAL EMPLOY		10,000
001	011100	512500	JUSTICE COURT O/T NON-UNIFORM		15,000
001	014200	543301	TOWN ATTORNEY LITIGATION&APPR		40,000
001	013100	543900	ACCOOUNTING MISC CONSULTANTS		50,000
<b>HIGHWAY</b>					
111	90600	584500	HIGHWAY-HOSPI, DENTAL & OPTIC	10,700	
111	90400	583500	HGWY- WORKERS' COMPENSATION		10,700
<b>WATER</b>					
112	99010	595383	TRANSFER TO WATER DEBT SERV	1,392,535	
112	83200	524451	PURCHASE & INSTALL METERS	52,000	
112	83200	524910	SAFETY EQUIPMENT	6,000	
112	83100	542113	SUPPLIES - POSTAGE		6,000
112	83200	541100	REPAIRS		30,000
112	83200	543000	PROFESSIONAL SERVICES		30,000
112	97100	570000	INTEREST EXPENSE		322,321
112	97100	560000	ENTERPRISE DEBT PRINCIPAL		1,062,214

				<u>FROM</u>	<u>TO</u>
SEWER					
114	99010	595382	TRANSFER TO SEWER WASTE DEB	470,900	
114	99010	595001	TRANSFER TO GENERAL FUND	320,170	
114	81300	524175	TRUCKS	6,700	
114	19100	548300	UNALLOCATED INSURANCE	4,900	
114	81300	543320	PROFESSIONAL SVCS-ATTORNEY		1,000
114	81100	547100	SPECIAL ITEMS - PROPERTY TA		1,500
114	81100	513500	LONGEVITY (2)		3,900
114	90400	583500	WORKER'S COMPENSATION		5,200
114	97100	560000	ENTERPRISE DEBT PRINCIPAL		320,170
114	97100	570000	ENTERPRISE INTEREST EXPENSE		470,900
REFUSE & GARBAGE					
115	19100	548300	UNALLOCATED INSURANCE	15,000	
115	81600	549000	MISCELLANEOUS	10,000	
115	90600	584500	NON UNIFORM HOSPITALIZATION	6,450	
115	81600	543400	PROFESSIONAL SCVC-EDUCATION	1,000	
115	99010	596500	INSURANCE RESERVE TRANSFERS		100
115	81600	513500	LONGEVITY NON-UNIFORM		250
115	81600	547504	SPECIAL ITEMS - SANITATION		1,000
115	90400	583500	NON UNIFORM WORKERS COMPENS		1,100
115	81600	547510	D.E.C. STIPULATION EXPENSE		30,000
EAST CREEK					
122	72300	523011	MISC. PLANT IMPROVEMENTS	13,350	
122	72300	511500	PERSONNEL SERVICES NON-UNIF		500
122	72300	548300	INSURANCE EXPENSE		12,850
SCAVENGER					
128	99010	595385	TRANSFER TO SCAV WASTE DEBT	112,800	
128	90400	583500	NON UNIFORM WORKERS COMPENS		1,600
128	97100	560000	ENTERPRISE DEBT PRINCIPAL		77,200
128	97100	570000	ENTERPRISE INTEREST EXPENSE		33,900
128	99010	596500	INSURANCE RESERVE TRANSFERS		100
COMM PRES					
737	14200	542612	SURVEYS AND APPRAISELS	16,452	
737	14200	543507	APPRAISEL EXPENSE		8,497
737	19500	547100	TAXES ON TOWN PROPERTY		7,955



TOWN OF RIVERHEAD

Resolution #996

RECREATION DEPARTMENT  
BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

		<u>FROM</u>	<u>TO</u>
001.071100.518607	Seasonal Employees	2,800.00	
001.071800.518606	Lifeguards	2,029.37	
001.071800.543405	Travel Expenses	1,000.00	
001.071100.541100	EPCAL Grounds R&M	2,027.20	
006.073100.520000	Equip & Capital Outlay	3,000.00	
006.073100.542000	Supplies	4,000.00	
+			
006.071800.542190			
006.076260.518700	Non-League Instructors		3,000.00
006.073105.518600	Seasonal Employees-Rec Program		4,000.00
001.070200.542113	Postage		2,800.00
001.071800.518607	Beach Attendant		5,056.57

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

THE VOTE

Wooten  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
Resolution #997**

**AUTHORIZES DUNN ENGINEERING ASSOCIATES, PC TO PROCEED WITH  
DESIGN OF SALT STORAGE BUILDINGS FOR OSBORN AVENUE HIGHWAY  
MAINTENANCE FACILITY**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, the Town of Riverhead wishes to construct two salt storage buildings at the Osborn Avenue Highway Maintenance facility for the storage of road salt in one building and a sand salt mixture in the other; and

WHEREAS, the Engineering Department has requested and received proposals for professional engineering design services for the construction of the two salt storage facilities; and

WHEREAS, the submitted proposals have been reviewed and discussed by the Engineering Department and the members of the Town Board.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead be and does hereby accept the proposal submitted by Dunn Engineering Associates, PC and does hereby authorize Dunn Engineering Associates, PC to proceed with professional engineering services to design, permit and bid specification preparation in the not to exceed amount of Thirty Two Thousand Five Hundred & 00/100 (\$32,500.00) as outlined in the proposal and professional services agreement and to provide professional engineering construction services in the not to exceed amount of Eighteen Thousand One Hundred & 00/100 (\$18,100.00) as outlined in the proposal and the professional services agreement for a total not to exceed amount of Fifty Thousand Six Hundred & 00/100 (\$50,600.00); and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorize the Town Supervisor to execute the Professional Services Agreement and Proposal for the above referenced project; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorize the Engineering Department to secure a Town of Riverhead Purchase Order in the amount of \$50,600.00; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorize the Town Clerk to forward a copy of this resolution to Dunn Engineering Associates, PC, 66 Main Street, Westhampton Beach, NY 11978; and

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

**THE VOTE**

Wooten  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

## CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

This Agreement made the 13<sup>th</sup> day of October, 2009 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York, 11901, Dunn Engineering Associates, P.C., a corporation existing under the laws of the State of New York with a principal place of business at Dunn Engineering Associates, P.C. ("Consultant").

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

### 1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall furnish the services set forth in the Schedule attached hereto and made a part hereof. These services are to be rendered by Consultant as an independent contractor and not as an employee of Town.

### 2. TERM OF AGREEMENT

The Agreement shall commence on September 15, 2009 and terminate on June 15, 2010.

### 3. PAYMENT

For these services Town of Riverhead will pay Consultant based upon the hourly rates set forth in the attached schedule, but in no event shall the Consultant's payment for completion of required services set forth in Part I (Design, Permit Applications and Bid Phase) exceed \$32,500.00 and Consultant's payment for completion of required services set forth in Part II (Construction Services) exceed \$18,100.00. Note, the Town will require the submission of documentation, including invoices reflecting staff and staff time for the purposes of verification of completion of the project or a portion of the project. The Town shall not have any liability for any other expenses or costs incurred by Consultant except for expenses expressly provided for in the attached schedule. The Consultant has inspected the areas/sites subject of the project and has had past communications with the Suffolk County Department of Health Services for permit requirements in an effort to progress the Variance for storage weight, and performed other unrelated and related services to the Town such that the Consultant is familiar with the existing conditions and difficulties that may affect the execution of the work and that due to the scope of the work he/she may encounter certain areas of special coordination such that it is understood that Consultant will not attempt to seek additional monies for hardships that may arise related to any of the above, including but not limited to, effort and time required to modify plans or coordinate activities required to complete the scope of this agreement.

Consultant shall not incur any expenses in Town's behalf except for those items expressly provided for in the attached schedule. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant, or if this Agreement is with a firm, an officer or authorized representative of the firm: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and

that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

#### 4. RIGHTS TO DOCUMENTS OR DATA

All information and data, regardless of form, generated in the performance of, or delivered under, this Agreement, as well as any information provided to Consultant by Town, shall be and remain the sole property of Town. Consultant shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Town's prior written approval. In the event that the legal right in any data and information generated in the performance of this Agreement does not vest in Town by law, Consultant hereby agrees to assign and assigns to Town such legal rights in all such data and information. Final payment shall not be due hereunder until after receipt by Town of such complete document and data file, or a certification that there is no such information created by the services performed under this agreement, and receipt of all information and data which is the property of Town. These obligations shall survive the termination of this Agreement.

#### 5. PUBLICITY

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

#### 6. ASSIGNMENT AND SUBCONTRACTING

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

#### 7. TERMINATION

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

#### 8. RECORDS

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

## 9. CHANGES

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

## 10. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Ken Testa, P.E., 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Consultant if mailed by certified mail, postage prepaid to Dunn Engineering Associates, P.C., Attention: William Lifford, P.E., 66 Main Street, Westhampton Beach, NY 11978.

## 11. COMPLIANCE WITH LAWS

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

## 12. INSURANCE, INDEMNITY AND LIABILITY

Consultant shall carry Comprehensive General Liability Insurance and, if applicable, worker's compensation insurance. Consultant hereby indemnifies and holds the Town,

its departments, officers, agents and employees, harmless against any and all claims, actions or demands against Town, its departments, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, arising out of the acts or omissions of Consultant under this Agreement.

### 13. CONFLICT OF INTEREST

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

### 14. DISCLOSURE

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

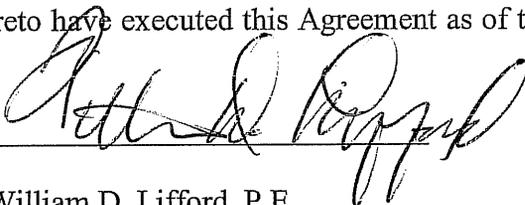
### 15. DISPUTES

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

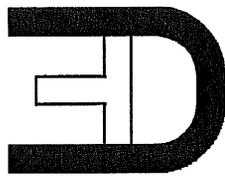
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

by:

Town Of Riverhead  
200 Howell Avenue  
Riverhead, New York



William D. Lifford, P.E.  
Vice President  
Dunn Engineering Associates, P.C.  
66 Main Street  
Westhampton Beach, NY 11978



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

Consulting Engineers

66 Main Street

Westhampton Beach, N.Y. 11978

631-288-2480

631-288-2544 Fax

## **SCHEDULE A AS REFERENCED IN PROFESSIONAL SERVICES AGREEMENT**

October 13, 2009

Mr. Ken Testa, P.E.  
Town Engineer  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901-2593

Via Fax: 631-369-7739

Re: Two Engineered Salt Storage Buildings  
For Osborne Avenue Highway Maintenance Yard

Dear Mr. Testa:

In accordance with my telephone discussion with Christine Fetten of your office, we have prepared a revised proposal for professional engineering services in connection with the above project. As discussed, the Town wishes to construct two salt storage buildings, one of 1,000 ton capacity for storage of salt and the other for 500 ton capacity for a salt sand mixture. Our preliminary estimate of the building sizes is as follows: the 1,000 ton building will be a 60 ft. x 70 ft. long building with a 4 ft. concrete push wall and the 500 ton salt sand storage will be 40 ft. x 60 ft. with a 4 ft. concrete push wall. Also included is the demolition of the two existing buildings and localized paving to accommodate sand salt mixing outside the building. The bid documents will be assembled and the project will be let out for bid by the Town.

Our proposal has been divided into two parts, Part I, Design, Permit Applications and Bid Phase, and Part II, Construction Services.

### **PART I, DESIGN, PERMIT APPLICATIONS AND BID PHASE**

Dunn Engineering Associates will provide complete detailed construction plans and specifications to demolish the existing salt storage buildings and replacement with two buildings as described above. DEA will apply for the necessary permits as well as the required Suffolk County Health Services Variance and will incorporate any permit requirements into the plans and specifications. DEA will attend a pre-bid meeting if required and will then review bids and advise the Town on the award of the construction contract.

Mr. Ken Testa, P.E.  
October 13, 2009  
Page 2

- A. The lump sum cost to apply for SCDHS and DEC permits will be: \$ 8,500
- B. The lump sum cost to provide design and bid phase services is: \$24,000  
The total "Not to Exceed" lump sum cost for Part I is: \$32,500

**PART II, CONSTRUCTION SERVICES**

- A. Dunn Engineering will attend and take minutes of the preconstruction meeting. Dunn Engineering will provide engineering review for all project shop drawings, RFI's and attend required site meetings (estimated at 1 every 2 weeks) to fully coordinate the Contractor's efforts.

The lump sum cost to provide this service will be \$7,300.00.

- B. Inspection Services

Actual on-site inspection services have been estimated at a "not to exceed" 100 hours total for an overall cost of approximately \$10,800.00. As requested, the 100 hours total assumes that the Town will provide most of the on-site inspection required. The actual time billed will be based on the actual time spent by our staff, applied to our field personnel rate schedule as follows:

On-Site Engineer	\$ 108/per hour
Systems Engineer	\$ 90/per hour

The lump sum cost to provide a maximum of 100 hours of on-site inspection is \$10,800.00 maximum.

The total "Not to Exceed" cost for Part II is estimated to be \$18,100.00 maximum.

It should be noted that the coordination between your office, the Contractor performing the work, and Dunn Engineering's Inspector is essential in order to have the project properly covered by the inspection and to minimize costs. The Inspector must be notified as soon as possible of any changes in the Contractor's schedule.

The total "Not to Exceed" fee for Part I and Part 2 is: ~~\$48,500.00~~ \$50,600.00 *MATH. ERROR*

*\$32,500*  
*+ 18,100*  
*-----*  
*\$50,600*

Payment schedule shall be as follows:

1. Monthly invoices will be submitted based upon actual work performed to date.
2. Payment shall be made within 30 days of receipt of invoices.

Mr. Ken Testa, P.E.  
October 13, 2009  
Page 3

Technical Assumptions

The Town will assemble the bid package and put the project out for a public letting.

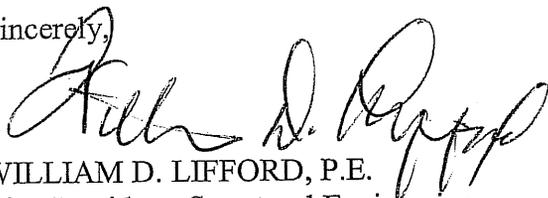
Electrical and Mechanical work for both buildings will be by Town personnel.

The site plan for the project has been furnished by the Town of Riverhead.

Our firm is available to perform whatever additional tasks you may request to be assured that we are accommodating your needs. We trust that this proposal meets with your approval. If you have any questions or any suggested modifications, please contact me directly so that we can be assured that our professional engineering services will be accomplished to your satisfaction.

We look forward to working with you once again and are prepared to start upon receipt on the purchase order authorizing us to do the work.

Sincerely,



WILLIAM D. LIFFORD, P.E.  
Vice-President, Structural Engineering

WDL:lam  
A1679RevC  
P28117.99 – Task A

AGREED TO AND ACCEPTED PART I:

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

Date: \_\_\_\_\_

AGREED TO AND ACCEPTED PART II:

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

Date: \_\_\_\_\_

November 4, 2009

Adopted

**TOWN OF RIVERHEAD**

*Resolution # 998*

**RATIFIES THE APPOINTMENT OF AN INTERN TO THE POLICE DEPARTMENT**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Suffolk County Community College has requested the Riverhead Police Department to partner with them in an internship program; and,

**WHEREAS**, the Riverhead Police Department agrees to introduce this student to the police profession as part of her education through a 90-hour training program,

**NOW, THEREFORE, BE IT RESOLVED**, effective October 30, 2009, the Town Board hereby ratifies the appointment of Kimberly A. Page, a student at Suffolk County Community College, as an Intern for the Riverhead Police Department through completion of the program; and,

**BE IT FURTHER RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same from the Office of the Town Clerk.

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The resolution was  was not   
thereupon duly declared adopted.

**TOWN OF RIVERHEAD**

**Resolution # 999**

**AMENDS RESOLUTION AWARDING BID FOR ABANDONED/JUNK VEHICLES**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, on January 21, 2009, Resolution #70 awarded a bid to Fred Gallo Used Auto Parts, Incorporated for the purchase of abandoned/junk vehicles; and

**WHEREAS**, Resolution #70 misstates the duration of the original two year bid from January 1, 2009 to and including January 1, 2010 when in fact the duration is from January 1, 2009 to and including December 31, 2010,

**NOW, THEREFORE, BE IT RESOLVED**, that the bid for abandoned/junk vehicles is awarded to Fred Gallo Used Auto Parts, Incorporated, for the purchase price of \$77.00 per vehicle from January 1, 2009 to and including December 31, 2010; and

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The resolution was  was not   
thereupon duly declared adopted.

**TOWN OF RIVERHEAD****Resolution # 1000**

**AUTHORIZING THE SUPERVISOR TO SIGN  
CONSENT ORDER WITH NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION AND AGREEMENT WITH H2M GROUP**

Councilman Wooten offered the following resolution,  
which was seconded by Councilwoman Blass

**WHEREAS**, the New York Department of Environmental Conservation has alleged violations on the part of the Riverhead Water District with respect to certain applications submitted on behalf of the District by its consultants, H2M Group;

**WHEREAS**, the New York Department of Environmental Conservation has proposed a settlement of the dispute without the need for further enforcement litigation;

**WHEREAS**, in light of the costs and uncertainties of litigation, it is in the best interests of the Town to accept the settlement proposal, and

**WHEREAS**, H2M Group has agreed to indemnify the District and to take all steps necessary to comply with the Compliance Schedule of Appendix A to the Consent Order and to make additional applications as set forth in an Agreement signed on behalf of H2M Group at no further cost to the District or the Town;

**NOW BE IT RESOLVED**, that the Town Board of the Town of Riverhead as the governing body of the Riverhead Water District hereby accepts the terms of the Consent Order in the form as annexed hereto; and it is further

**RESOLVED**, that the Town Board of the Town of Riverhead as the governing body of the Riverhead Water District hereby accepts the terms of the Agreement already executed on behalf of H2M Group, a copy of which is annexed hereto; and it is further

**RESOLVED** that the Supervisor is hereby authorized to sign the Consent Order and the Agreement on behalf of the Riverhead Water District, as well as any other documents necessary to effectuate the settlement of this matter; and it is further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Frank A. Isler at Smith, Finkelstein, Lundberg, Isler & Yakoboski, LLP and Dennis Kelleher at the H2M Group, and be it further

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

THIS RESOLUTION WAS PREPARED BY FRANK A. ISLER COUNSEL FOR THE RIVERHEAD WATER DISTRICT.

**THE VOTE**

Wooten  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**STATE OF NEW YORK  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

---

In the Matter of Violations of Articles 15 and 71 of the Environmental Conservation Law (“ECL”), and Chapter V, Part 601 of Title 6 of the New York Code of Rules and Regulations (“6 NYCRR”)

**ORDER ON  
CONSENT**

By:

Riverhead Water District  
1035 Pulaski Street  
Riverhead, New York 11901

**INDEX #**  
CO-1-20080609-41

**RESPONDENT**

---

**WHEREAS:**

1. The Department of Environmental Conservation (“DEC” or “the Department”) is an executive department of the State of New York with jurisdiction over the environmental policy and laws of this state, pursuant to, *inter alia*, the Environmental Conservation Law (“ECL”) §3-0301. In particular, DEC has jurisdiction over the enforcement of ECL Articles 15 and 71, the issuance of water supply (“WS”) permits pursuant to ECL Article 15, and the regulations promulgated thereunder at 6 NYCRR Part 601. Article 15 of the ECL, and 6 NYCRR §601.1, *et seq.*, require that a WS permit is required before a person or public corporation may acquire, take or develop any new or additional source of water supply in connection with an existing water supply system or sink or drill additional wells in connection with an existing water supply system.
2. DEC has jurisdiction over the taking, acquisition, expansion, use and distribution of water for potable purposes pursuant to ECL Section 15-1501, *et al.* and Title 6 NYCRR Part 601, *et al.* This jurisdiction authorizes DEC to regulate the creation, expansion, and use of water supply systems.
3. Pursuant to its authority to regulate water supply systems, DEC administers the water supply permit program. In general, a water supply permit from the Department is needed for any creation, expansion, and use of a water supply system.
4. Respondent Riverhead Water District (“Respondent” or “RWD”) is a municipally owned water district, established in 1914, and authorized to do business in New York. Respondent owns and operates a water supply system commonly referred to as the Riverhead Water District, located at 1035 Pulaski Street, Riverhead, New York.
5. The Respondent is a “public corporation” as defined in 6 NYCRR §§ 601.1(d) and (e).

6. Respondent takes water from 13 wells and provides water to distribution mains which service residential, commercial, industrial, and institutional and other buildings in the Riverhead Water District service area. Four of the wells are numbered 11-1, 11-2, 12-1 and 12-2, and located at Plant 11 and Plant 12, respectively (collectively “the Wells”).

7. Respondent does not possess a water supply permit for the creation, expansion or use of any of the wells at Plants 11 and 12. The Department issued an NOV, dated February 3, 2005 to Respondent for failure to obtain a Public WS Permit for the construction, expansion and use of wells at plants 11 and 12. Respondent issued a notice dated February 8, 2005 that it had ceased using the wells and would not operate same without first obtaining a PWS Permit. Respondent’s consulting engineer responded to the NOV in a February 8, 2005 letter indicating that it had ceased using these wells, and would not operate them again until all appropriate permits were obtained.

8. On April 29, 2005, the Department received a water supply permit application for Riverhead Water District Extension No. 75 (with respect to a portion of the Calverton Enterprise Park<sup>1</sup>). The application was deemed incomplete by the Department in a June 27, 2005 correspondence to Respondent.

9. Respondent submitted a permit application to the Department to construct and operate wells 11-1 and 11-2 on July 1, 2009. As of the effective date of this Order, the Department is reviewing the application.

10. Respondent has failed to comply with ECL §15-1501 and NYCRR Part 601 in the following manner:

a. 15-1527.1 and 6 NYCRR §601.3– on or before 2003, installing and operating a new well, known as well no. 11-1, at Plant 11, in the County of Suffolk, with a capacity of greater than 45 gallons per minute, without first obtaining a permit pursuant to Article 15. Each day of use constitutes a separate and distinct violation.

b. 15-1527.1 and 6 NYCRR §601.3– on or before 2005, installing and operating a new well, known as well no. 11-2, at Plant 11, in the County of Suffolk, with a capacity of greater than 45 gallons per minute, without first obtaining a permit pursuant to Article 15. Each day of use constitutes a separate and distinct violation.

---

<sup>1</sup>The map entitled, Exhibit "C" Proposed Extension No. 75 - Calverton Enterprise Park, dated November 2002, was submitted with the Engineering Report for Proposed Water District Extension No. 75 - Calverton Enterprise Park, dated December 2004. A copy is attached herein as Exhibit A. The application was received by the Department on April 29, 2005.

c. 15-1527.1 and 6 NYCRR §601.3– on or before 2001, operating two wells, known as well nos. 12-1 and 12-2, at Plant 12, in the County of Suffolk, with a capacity of greater than 45 gallons per minute, without first obtaining a permit pursuant to Article 15. Each day of use constitutes a separate and distinct violation.

d. 15-1501.1(f) and 6 NYCRR §601.3– from November 2002 to the effective date of this Order, extending its distribution mains into Calverton Enterprise Park, as depicted on a map entitled, Exhibit "C" Proposed Extension No. 75 - Calverton Enterprise Park, dated November, 2002<sup>2</sup>, prepared by the Respondent's consulting engineer, H2M Group (the "Map"), without first obtaining a permit pursuant to Article 15.

e. 15-1501.1(f) and 6 NYCRR §601.3– extending its distribution mains into areas not previously approved by the Department, including areas shown as Extension Nos. 41B, 44, 45, 46, 47, 48, 49, 50, 52, 54, 55, 56, 56B, 58, 59, 60, 62, 63, 64, 65, 68, 69, 70, 71, and 72, as depicted on the Map, without first obtaining a permit pursuant to Article 15. Respondent submitted a permit application to the Department for this extension on January 29, 2009.

f. 15-1501.1(g) and 6 NYCRR §601.3– extending its water district boundaries into areas not previously approved by the Department, including areas shown as Extension Nos. 41B, 44, 45, 46, 47, 48, 49, 50, 52, 54, 55, 56, 56B, 58, 59, 60, 62, 63, 64, 65, 68, 69, 70, 71, 72 and 75, as depicted on the Map, without first obtaining a permit pursuant to Article 15. Respondent submitted a permit application to the Department for this extension on January 29, 2009.

11. ECL §71-1127 provides that any person violating Article 15, or the regulations promulgated thereunder, or any permit issued thereto, is subject to a civil penalty not to exceed five-hundred dollars (\$500) for the initial violations, and an additional penalty not to exceed one-hundred dollars (\$100) for each day during which such violation continues, as well as injunctive relief.

12. Respondent has agreed to settle the matters set forth herein, and has waived its right to a hearing herein as provided by law and has consented to the issuing and entering of this Order on consent pursuant to the provisions of Articles 15 and 71 of the ECL, and has agreed to be bound by the provisions, terms and conditions herein.

**NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:**

**I. CIVIL PENALTY AND ENVIRONMENTAL BENEFIT PROJECT ("EBP")**

A. With respect to the alleged violations set forth in paragraph 9 above, Respondent is hereby assessed a civil penalty of Eighty Thousand Dollars (\$80,000) of which Fifty Thousand

---

<sup>2</sup>\*The map entitled, Exhibit "C" Proposed Extension No. 75 - Calverton Enterprise Park, dated November 2002, was submitted with the Engineering Report for Proposed Water District Extension No. 75 - Calverton Enterprise Park, dated December 2004. A copy is attached herein as Exhibit A. The application was received by the Department on April 29, 2005.

Dollars (\$50,000) shall be payable to the Department within 30 days of the effective date of this Order. The civil penalty shall be paid by check made payable to the "Department of Environmental Conservation," which shall be forwarded to the Department of Environmental Conservation, the Office of General Counsel, 625 Broadway, 14<sup>th</sup> Floor, Albany, NY 12233-5500, attention: Elissa Armater. Copies of the payment check shall be sent to Scott Crisafulli, Esq. at the same address.

B. The remaining thirty thousand dollar (\$30,000) penalty shall remain suspended, provided that Respondent stays in full compliance with the terms of this Order. If Respondent violates any term of this Order, the whole amount of the suspended penalty, or any portion thereof, shall be due from Respondent within 30 days of receiving written notice from the Department that penalties are due. The determination of the suspended penalty amount due shall be in the Department's sole discretion. Any suspended penalties owed shall be submitted in accordance with the terms of paragraph I.A. above.

## **II. COMPLIANCE SCHEDULE**

In addition to the requirements set forth in paragraph I above, Respondent shall perform the compliance items set forth in Appendix A to this Order. Respondent shall perform these compliance items in accordance with the milestones set forth in the Compliance Schedule in Appendix A, which is hereby incorporated into, and made an enforceable part of, this Order. In performing the compliance items, Respondent shall adhere to the milestone dates set forth in the Compliance Schedule contained in Appendix A. Any violation of the terms of Appendix A shall be a violation of the terms of this Order. Respondent shall certify, in writing, when they have complied with each milestone date set forth in Appendix A.

## **III. TERMINATION AND RESERVATION OF RIGHTS**

A. This Order shall be deemed completely satisfied and shall terminate with: (1) Respondent's payment of the civil penalty set forth in paragraph I above; and (2) Respondent's written certification, and DEC's written verification, of timely completion of the Compliance Requirement set forth in paragraph II above.

B. Upon timely payment of civil penalty required under paragraph I above, and the completion of the Compliance Requirement set forth in paragraph II above, DEC shall release Respondent from further liability for civil and administrative penalties under the ECL, and applicable regulations, arising from the violations set forth in paragraph 9 above. However, nothing herein shall be construed as a release or waiver by DEC of its rights to: (1) seek injunctive relief to abate any violation of law or this Order; (2) seek stipulated penalties and entry of judgment as provided in paragraph V. of this Order; (3) seek penalties and other relief for any violations not set forth in this Order; (4) reallege the violations listed in this Order to obtain injunctive relief or damages in support of natural resource damage claims; (5) seek to modify, suspend, or revoke any existing DEC-issued permit; (6) seek any applicable criminal sanctions against Respondent or any other party; or (7) seek issuance by the Commissioner or his duly authorized representative, of a Summary Abatement Order against Respondent. In addition,

DEC reserves all such rights as it has to require Respondent to take any additional measures required to protect human health or the environment.

**IV. ACCESS**

For the purpose of insuring compliance with this Order, Respondent shall allow duly authorized representatives of DEC access to the RWD Facility and any of its appurtenances involved herein, without prior notice, in order for DEC to inspect and determine the status of Respondent's compliance with this Order. DEC will attempt to notify Respondent on or before arrival at any of these locations.

**V. STIPULATED PENALTIES**

A. In the event Respondent fails to satisfy the milestone dates imposed in Appendix A to this Order, or violates any term of this Order, DEC shall be entitled to judgment against Respondent. Respondent hereby consents to entry of judgment in New York State Supreme Court, for a stipulated penalty for each day of such violation of this Order. Said stipulated penalties shall be in the following amounts:

<b><u>PERIOD OF NON-COMPLIANCE</u></b>	<b><u>PENALTY PER-DAY</u></b>
1st Day through 30th Day	\$ 750
31st Day through 40th Day	1,000
beyond the 41st Day	5,000

B. In addition to the stipulated penalties set forth in paragraph V.A., above, in the event that Respondents pump Well Nos. 11-1, 11-2, 12-1 or 12-2, other than in strict accordance with the terms and pumpage limits set forth in Compliance Schedule #'s 1 or 2, Respondents shall be assessed a stipulated penalty of \$4000 per/day for each well that is pumped in violation of the terms and pumpage limits set forth in Compliance Schedule #'s 1 or 2.

C. Any stipulated penalty amount shall become due and payable, and the judgment may be entered, upon ten (10) calendar days prior written notice to Respondent. Such stipulated penalties shall be paid in the same manner as the payable penalty set forth in paragraph I above.

**VI. FORCE MAJEURE**

Respondent shall not be in default of the provisions of this Consent Order if its compliance is directly attributable to an Act of God, war, strike, judicial injunction, catastrophic condition, or other circumstance that is entirely beyond its control and which Respondent's due diligence could not prevent ("force majeure"). Respondent shall notify DEC, in writing, within 10 days of any claimed force majeure event that may lead to delays in compliance, or the prospective inability to comply with this Consent Order, and shall promptly request modification of this Order prior to such noncompliance. Respondent shall include in such notice the measures taken and to be taken by Respondent to prevent or minimize any delays and shall request an appropriate extension or modification of this Order. Failure to give such notice within such ten

day period constitutes a waiver of any claim that a delay is not subject to penalties. Respondent shall have the burden of proving that an event is a defense to compliance with this Order.

**VII. COMMUNICATIONS**

Copies of all correspondence/reports to the Department required under this Order shall be provided to:

Regional Water Manager  
DEC Region 1  
50 Circle Road  
Stony Brook, NY 11790-3409

and

Scott Crisafulli, Chief,  
Water Bureau, Office of General Counsel  
625 Broadway, 14<sup>th</sup> Floor  
Albany, NY 12233

Copies of all correspondence to Respondent required under this Order shall be provided to:

Office of the Supervisor  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

Office of the Town Attorney  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

Riverhead Water District  
1035 Pulaski Street  
Riverhead, New York 11901

Frank A. Isler  
Smith, Finkelstein, Lundberg, Isler and Yakaboski LLP.  
456 Griffing Avenue  
Riverhead, New York 11901

Any party may change its designee(s) under this paragraph upon written notice to the other party.

AGREEMENT

AGREEMENT, this \_\_\_\_ day of \_\_\_\_\_, 2009 between H2M Group, with its principal offices at 575 Broad Hollow Road, Melville, New York, (H2M), and the Town of Riverhead Water District, with its principal offices at 1035 Pulaski Street, Riverhead, New York (the Water District).

WHEREAS H2M is the consulting engineer to the Water District; and

WHEREAS issues have arisen between the Water District and the New York State Department of Environmental Conservation regarding the permitting of Wells 11-1, 11-2, 12-1 and 12-2, and the approvals of certain Water District Extensions, including Water District Extension No. 75; and

WHEREAS H2M, as consulting engineer to the Water District was responsible for obtaining these necessary permits and approvals; and

WHEREAS, the Water District, H2M, and the New York State Department of Environmental Conservation, desire to resolve and settle these issues; and

WHEREAS, in resolving these issues, the Water District will be required to enter into a Consent Order with the New York State Department of Environmental Conservation;

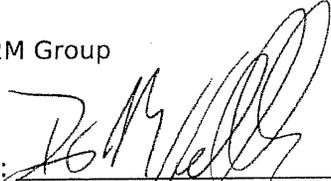
Now, therefore, for good and valuable consideration, the receipt of which is acknowledged by the parties hereto, it is agreed as follows:

1. H2M shall take all steps necessary to obtain the Public Water Supply permits for Wells 11-1 and 11-2 in compliance with the requirements and time frames set forth in

Compliance Schedule of Appendix A to the Consent Order (Compliance Schedule). H2M further agrees to make application for the Public Supply permits for Wells 12-1 and 12-2 when directed by the Water District. H2M acknowledges having been compensated by the Water District for this work and will complete the work at no further cost to the Water District.

2. H2M shall take all steps necessary to obtain the permit(s) pursuant to Article 15 of the Environmental Conservation Law for the extensions to the Water District listed in paragraphs 9(e) and 9(f) of the Consent Order and paragraph 2 of the Compliance Schedule. H2M acknowledges having been compensated by the Water District for this work and will complete the work at no further cost to the Water District.
3. H2M shall indemnify and hold the Water District harmless for any penalty and/or fine imposed pursuant to terms of the Consent Order and shall pay same within the time requirements set forth in the Consent Order.

H2M Group

By:   
S.R. V.P.

Town of Riverhead Water District

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

11/04/2009

Adopted

**TOWN OF RIVERHEAD**

**Resolution #1001**

**ADOPTS A LOCAL LAW TO REPEAL CHAPTER 17 ENTITLED  
"ELECTRICAL INSPECTORS" OF THE RIVERHEAD TOWN CODE**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 17 entitled "Electrical Inspectors" of the Riverhead Town Code; and

**WHEREAS**, a public hearing was held on the 20<sup>th</sup> day of October, 2009 at 7:05 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 17 entitled "Electrical Inspectors" 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 all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

Wooten Yes No      Dunleavy Yes No

Blass Yes No      Cardinale Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

## TOWN OF RIVERHEAD NOTICE OF ADOPTION

**PLEASE TAKE NOTICE** that the Town Board of the Town of Riverhead adopted a local law to repeal Chapter 17 entitled "Electrical Inspectors" of the Riverhead Town Code at its regular meeting held on 4<sup>th</sup> day of November, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

### CHAPTER 17 ELECTRICAL INSPECTORS

~~§ 17-1. Appointment; nonliability of town for inspection costs.~~

~~A. The Chief Inspector and each of the duly appointed inspectors of the New York Board of Fire Underwriters are hereby authorized and deputized as agents of the Town of Riverhead to make inspections and reinspections of all electrical installations hereafter described and to approve or disapprove the same. The Town Board, by resolution, may authorize organizations other than the New York Board of Fire Underwriters to make inspections and reinspections of electrical wiring installation, devices, appliances and equipment, provided that said inspection organizations annually submit proof of general liability in the amount of one million dollars (\$1,000,000.) and five million dollars (\$5,000,000.) excess liability, professional liability and workers' compensation insurance, naming the Town of Riverhead as a named insured, which shall be approved as to form and sufficiency by the Town Attorney. Furthermore, the Town Attorney shall review and recommend to the Town Board said organizations which have certified to the following:~~

- ~~(1) That the inspector(s) has a minimum of ten (10) years' experience with electrical installations;~~
- ~~(2) That the inspector is no longer performing electrical installation work; and~~
- ~~(3) That the inspector must have previously had a license from the Suffolk County Electrical Licensing Board and has retired said license.~~

~~B. In no event shall the cost or expense of such inspections or reinspections be a charge against the town.~~

~~§ 17-2. Duties.~~

~~A. It shall be the duty of the Inspector to report in writing to the Building Inspector of the town, whose duty it shall be to enforce all provisions, violations and deviations from or omissions of the electrical provisions of the State Building Construction Code EN applicable to the town and of all local laws, ordinances and the Building Code as referred to in this chapter insofar as any of the same pertain to electrical wiring. The Inspector shall make inspections and reinspections of electrical installations in and on~~

~~the properties in the town upon the written request of an authorized official of the town or as herein provided. The Inspector is authorized to make inspections and reinspections of electrical wiring, installations, devices, appliances and equipment in or on properties within the town where he deems it necessary for the protection of life or property. In the event of an emergency, it is the duty of the Inspector to make electrical inspections upon the oral request of an official or officer of the town.~~

~~B. It shall be the duty of the Inspector to furnish written reports to the proper officials of the town and owners and/or lessees of property where defective electrical installations and equipment are found upon inspection. He shall authorize the issuance of a certificate of compliance when electrical installations and equipment are in conformity with this chapter. He shall direct that a copy of the certificate of compliance be sent to the Town of Riverhead to the attention of the Building Inspector.~~

Dated: Riverhead, New York  
November 4, 2009

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

November 4, 2009

Adopted

**TOWN OF RIVERHEAD**

**Resolution # 1002**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST A PUBLIC NOTICE  
FOR A LOCAL LAW TO CONSIDER AMENDMENTS TO CHAPTER 108  
OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED "ZONING"  
(\$108-282 Rural Corridor Permitted Uses)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish the attached public notice once in the November 12, 2009 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law amending Chapter 108 of the Riverhead Town Code entitled "Zoning", Article LII of the Riverhead Town Code entitled "Rural Corridor (RLC) Zoning Use District", §108-282 of the Riverhead Town Code entitled "Uses", to be posted on the sign board of the Town, and be it further

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on the 1<sup>st</sup> day of December, 2009 at 2:05 o'clock p.m. to consider a local law amending Chapter 108 of the Riverhead Town Code entitled "Zoning", Article LII of the Riverhead Town Code entitled "Rural Corridor (RLC) Zoning Use District", §108-282 of the Riverhead Town Code entitled "Uses", as follows:

CHAPTER 108  
ZONING  
ARTICLE LII  
Rural Corridor (RLC) Zoning Use District

**§108-282. Uses.**

In the RLC Zoning Use District, 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. Special permit uses:

(6) Professional offices of limited to attorneys, architects, medical doctors, or dentists, provided that the subject real property conforms to the following conditions:

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

Dated: Riverhead, New York  
November 4, 2009

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

**TOWN OF RIVERHEAD**

**Resolution # 1003**

**ACCEPTS LETTER OF CREDIT ROUTE 58, LLC – BOWLING CENTER**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, Route 58, LLC – Bowling Center is required to pay water key money in the amount of \$48,093.50 for its facilities now under construction (SCTM #0600-25-1-5), and

WHEREAS, Charles Cuddy, attorney for the Bowling Center, has requested that the Town Board as governing body of the Riverhead Water District accept an irrevocable letter of credit as guarantee of full payment,

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor be and hereby is authorized to accept an irrevocable letter of credit in the amount of \$48,093.50 to guarantee payment of the required water key money. Such payment must be made within one year of the date of posting of such letter of credit; and

BE IT FURTHER RESOLVED, that all hook-up, tapping and inspection fees must be paid before service is activated and all water use charges kept current, and be it further

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution #1004**

**RATIFIES THE APPOINTMENT OF A CALL-IN RECREATION SPECIALIST**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Call-in Recreation Specialist is needed by the Riverhead Town Recreation Department to lead sports programs for youth,

NOW THEREFORE BE IT RESOLVED, that effective September 30, 2009, this Town Board hereby appoints Daniel Dunn to the position of Call-in Recreation Specialist, Level 1 at the hourly rate of \$20.00 and be it further

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

11/04/09

ADOPTED

**TOWN OF RIVERHEAD**

**Resolution #1005**

**AUTHORIZES THE RELEASE OF SECURITY FOR JOHN & MARIA  
VERDERBER**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, John & Maria Verderber posted security, in the form of a Certificate of Deposit (#591017579), in the sum of Three Thousand Four Hundred Eighty Dollars (\$3,480) pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction, the Planning Department is satisfied with the site work completed and Certificate of Occupancy #19397 dated January 5, 2005 has been issued for said construction,

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the Certificate of Deposit (#591017579) in the sum of Three Thousand Four Hundred Eighty Dollars (\$3,480); and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a copy of this resolution to John & Maria Verderber, PO Box 22654, Aquebogue, New York, 11931, and be it further

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not   
Therefore Duly Adopted

TOWN OF RIVERHEAD

Resolution # 1006

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR HEATING FUEL

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for HEATING FUEL for the Town of Riverhead and;

WHEREAS, this bid will be advertised in the November 12, 2009 issue of the News Review,

NOW THEREFORE BE IT RESOLVED, all bids will be received by the Town Clerk on November 24, 2009 at 11:00 am, and be it further

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

THE VOTE

Wooten Yes No  
Blass Yes No

Dunleavy 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 **#2 HEATING FUEL** for use by the TOWN OF RIVERHEAD 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 NOVEMBER 24, 2009.**

Bid packets, including Specifications, may be obtained on the Town's website at [www.riverheadli.com](http://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 FUEL OIL FOR HEATING.**

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

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution #1007

**AUTHORIZES THE SUPERVISOR TO EXECUTE AGREEMENT WITH DOCULEX, INC. FOR SYSTEM UPGRADE AND MANAGEMENT**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, Town of Riverhead requires the assistance of DocuLex, Inc. regarding upgrade and management of the Town's E-Cabinet document storage system;

**NOW, THEREFORE, be it**

**RESOLVED**, that the Supervisor is hereby authorized to execute the attached Agreement with DocuLex, Inc.; and be it further

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

**THE VOTE**

Wooten  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

## MUTUAL NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT**, made effective this 30th day of September, 2009, by and between **DocuLex, Inc.**, (DocuLex) with its principal office at P.O. Box 7378, Winter Haven, Florida, 33881, and the **Town of Riverhead**, New York, with its principal office at 200 Howell Avenue, Riverhead, New York.

**WHEREAS**, it is recognized that it may be necessary or desirable for either party to disclose, provide or furnish, certain confidential, proprietary, and secret information to the other, to be held in trust and confidence, in order for DocuLex to provide professional services to the Town of Riverhead.

**NOW, THEREFORE**, the parties agree as follows:

1. For purposes of this Agreement, the term "Confidential Information" means all information which is exchanged under this Agreement, provided that, when exchanged, such information is in written or other permanent form and is identified as confidential to the originating party by clear and conspicuous markings. Any such ~~information in another form when exchanged shall be considered Confidential~~ Information hereunder, but only to the extent the disclosure of the information is accompanied by a written statement that the content of the information is confidential.
2. Confidential Information may include technical information as well as information about plans and strategies for product or service offerings, promotions, clients, ~~prospective clients, and related non-technical business information which the~~ disclosing party considers to be confidential, whether owned by the disclosing party or a third party.
3. Each party shall preserve Confidential Information received from the other party in confidence for a period of two (2) years after receipt. During this period, each party shall refrain from disclosing such Confidential Information to any third party without written authorization from the other party.
4. Each party shall use Confidential Information received from the other party solely in furtherance of the matters contemplated by this Agreement. The parties agree to restrict disclosure of the Confidential Information to its employees and agents who have an established need to know such information in order to jointly market or deliver the parties' products and services, and then only to the employees and agents who have been advised of the confidential nature of the information and have agreed to protect its secrecy and be bound by the terms of this Agreement. It is further agreed between the parties that Confidential Information shall not be utilized in competition.
5. The obligations set forth above shall be considered satisfied by each party through the exercise of the same degree of care used to restrict disclosure and use of its own

information of like importance. If either party loses or makes unauthorized disclosure of the other party's protected information, it shall notify such other party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

6. This Agreement shall not restrict disclosure or use of Confidential Information that is:
  - a. Known to the receiving party without restriction when received; or
  - b. Developed independently by the receiving party; or
  - c. Obtained from a source other than the originating party through no breach of confidence by the receiving party; or
  - d. In the public domain when received, or thereafter enters the public domain through no fault of the receiving party; or
  - e. Disclosed by the originating party to a third party without restriction; or
  - f. Disclosed by the receiving party with the disclosing party's prior written approval; or
  - g. Disclosed under requirement of law.
7. The parties each agree that, due to the unique nature of the disclosing party's Confidential Information, monetary damages would be inadequate to compensate the disclosing party for unauthorized disclosure or use of Confidential Information as a result of any breach of this Agreement by the receiving party and that such disclosure could cause irreparable harm or injury to the disclosing party. Accordingly, the parties agree that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages.
8. Confidential Information shall remain the property of the originating party. Neither this Agreement nor the exchange of Confidential Information hereunder shall be construed as granting any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either party. Nothing contained in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.
9. Upon termination of this Agreement, each party shall cease use of Confidential Information received from the other party and shall destroy all such Confidential Information, including copies thereof, then in its possession or control, promptly furnishing the originating party with written certification of such destruction. Alternatively, at the request of the originating party, the receiving party shall return all such Confidential Information and copies to the originating party.
10. For so long as this Agreement is in effect and for a period of one (1) year after termination, each party agrees not to solicit or make offers of employment to or enter into consultant relationships with, any employee or consultant of the other party who

was involved, directly or indirectly, in the performance of this Agreement, unless first discharged by decision of the employer.

11. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements or understandings between the parties on such subject matter. This Agreement may be modified only in writing signed by a duly authorized representative of the parties.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

DocuLex, Inc.

*K. A. Sutton*  
Signature

Print Name: Kenyon Sutton  
Title: V.P.  
Date: 10/20/09

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Adopted

**TOWN OF RIVERHEAD**

**Resolution # 1008**

**APPOINTS A CALL-IN CHAPERONE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a Call-in Chaperone is needed by the Riverhead Town Recreation Department to lead bus trips sponsored by the Recreation Department,

NOW THEREFORE BE IT RESOLVED, that effective November 5, 2009, this Town Board hereby appoints Mary Walsh to the position of Call-in Chaperone, Level II at the hourly rate of \$9.35 and be it further

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 1009**

**ACCEPTS THE RETIREMENT OF A CONSTRUCTION EQUIPMENT OPERATOR**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

**WHEREAS**, the Town has received a letter from the New York State and Local Retirement System approving the retirement application of William Devos effective October 11, 2009,

**NOW THEREFORE BE IT RESOLVED**, that this Town Board hereby accepts the retirement of William Devos, and be it further

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1010

EXTENDS MILITARY LEAVE OF ABSENCE

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town has received a copy of the military orders of Captain David Carrick, a Deputy Town Engineer in the Town Engineer’s Office, extending his active service,

**NOW THEREFORE BE IT RESOLVED**, that this Town Board hereby extends the unpaid military leave of absence of Captain David Carrick from October 19, 2009 through April 17, 2011 in accordance with USSERA regulations and Sections 242, 243, and 246 of the New York State Military Law, and be it further

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

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

**Resolution # 1011**

**ACCEPTS THE RESIGNATION OF AN AUTOMOTIVE EQUIPMENT OPERATOR**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town has received a letter from Andrew Baldelli, an Automotive Equipment Operator in the Riverhead Town Highway Department, indicating his intent to resign effective October 19, 2009,

**NOW THEREFORE BE IT RESOLVED**, that this Town Board hereby accepts the resignation of Andrew Baldelli, and be it further

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution # 1012**

**APPOINTS A CIVIL ENGINEER TO THE ENGINEERING DEPARTMENT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

**WHEREAS**, a vacancy exists in the Engineering Department for a Civil Engineer;  
and

**WHEREAS**, although the Suffolk County Department of Civil Service has issued a Certification of Eligibles List for the title of Civil Engineer, there were no willing acceptors after the list was duly canvassed, and so a provisional approval to hire was then received; and

**WHEREAS**, as per the CSEA contract, this vacancy was also duly posted for, Job Posting #16; and

**WHEREAS**, pursuant to a completed background investigation, the Town Engineer and Personnel Officer have made a recommendation of a suitable candidate,

**NOW THEREFORE BE IT RESOLVED**, that this Town Board hereby makes a provisional appointment of Drew Dillingham to the position of Civil Engineer effective November 9, 2009, as found on Group 12 Step P of the Administrative Salary Schedule.

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

11/4/09

Adopted

**TOWN OF RIVERHEAD  
Resolution # 1013**

**AUTHORIZES THE RELEASE OF SITE PLAN SECURITY OF  
PC RICHARD AND SON LONG ISLAND CORP.**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, PC Richard and Son Long Island Corp. posted Bank of America Irrevocable Standby Letter of Credit #68016891 in the amount of Seven Hundred Fifteen Thousand Dollars (\$715,000.00) in connection with Riverhead Planning Board Resolution #5, dated January 18, 2007, for the construction of a 50,000 sq. ft. retail store upon real property located on the south side of Old Country Road, Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-119-1-10, pursuant to Section 108-133(I) of the Riverhead Town Code; and

**WHEREAS**, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction, the Planning Department is satisfied with the site requirements, and Certificate of Occupancy #23250 has been issued,

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the release of the aforementioned security in the sum of Seven Hundred Fifteen Thousand Dollars (\$715,000.00); and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to PC Richard & Son, 150 Price Parkway, Farmingdale, NY 11735; and be it further

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

**THE VOTE**

Wooten  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

November 4, 2009

**ADOPTED**

**TOWN OF RIVERHEAD**

**Resolution # 1014**

**AUTHORIZES THE SUBMISSION OF A MEMORANDUM OF AGREEMENT FOR  
THE 2008 HAZARDOUS MATERIAL GRANT PROGRAM**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, a 2008 Hazardous Material Grant Program exists from the New York State Office of Homeland Security; and

**WHEREAS**, the parties of the Memorandum of Agreement are the Suffolk County Department of Fire, Rescue and Emergency services and the following participating partners: Town of Brookhaven Fire Marshals, Town of Southampton Fire Marshals, Town of Riverhead Fire Marshals, Town of Riverhead Police Department, Town of Riverhead Department of Public Works (Sewer Department) and Brookhaven National Laboratory Fire-Rescue; and

**WHEREAS**, the purpose of this Memorandum of Agreement is intended to build regional W.M.D. hazardous material response and decontamination capabilities by setting forth the responsibilities of the Hazardous Material Grant Program and ensuring the Program recipients work together to implement the projects, goals and objectives identified in their jointly-submitted application; and

**WHEREAS**, Chief David J. Hegermiller, Chief Fire Marshal Scott Davonski and Superintendent of the Sewer Department Michael Reichel have requested authorization from the Town Board to submit a signed Memorandum of Agreement between their respective departments and the Suffolk County Department of Fire, Rescue and Emergency Services for the Grant on behalf of the Town,

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes the submission of the Memorandum of Agreement to the New York State Office of Homeland Security; and

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The resolution was  was not   
thereupon duly declared adopted.

**Memorandum of Agreement  
between the  
Participating Partners  
and the  
Suffolk County Department of Fire, Rescue and Emergency Services  
for the  
2008 Hazardous Material Grant Program**

*Parties*

The parties to the Memorandum of Agreement (MOA) are the Suffolk County Department of Fire, Rescue and Emergency Services (SC FRES) and the following Participating Partners:

Town of Brookhaven Fire Marshals  
Town of Southampton Fire Marshals  
Town of Riverhead Fire Marshals  
Town of Riverhead Police Department  
Town of Riverhead Department of Public Works  
Brookhaven National Laboratory Fire-Rescue

*Purpose*

This MOA is intended to build regional WMD Hazardous Material Response and Decontamination Capabilities by:

- setting forth the responsibilities of the Hazardous Material Grant Program recipients; and
- ensuring that Hazardous Material Grant Program recipients work together to implement the projects, goals and objectives identified in their jointly-submitted Hazardous Material Grant Program application under the NYS Office of Homeland Security (OHS) 2008 Hazardous Material Grant Program Request for Proposals (RFP).

*Definitions*

The term **submitting partner** refers to the direct recipient of the 2008 Hazardous Material Grant Program award, who shall serve as fiduciary agent for the award. (See below for the specific responsibilities of the submitting partner.)

The term **participating partner** refers to the other entity or entities who joined with the submitting partner in applying for funding through the 2008 Hazardous Material Grant Program.

*General Responsibilities of the Submitting Partner (SP)*

The SP is to act as the principal point of contact with the NYS Office of Homeland Security for application, management, and administration of the 2008 Hazardous Material Grant Program.

The SP is responsible for submitting all required fiscal reporting documents to the NYS Office of Homeland Security (OHS) and for maintaining all appropriate records pertaining to this grant program. Specific details related to fiscal reporting and records maintenance are outlined in OHS's contract with the SP for the 2008 Hazardous Material Grant Program.

**MOU 2008 Hazardous Material Grant Program**  
**Suffolk Law Dept Tracking No. 09-FS-031**

The SP is required to use the funds received through the 2008 Hazardous Material Grant Program in coordination with the participating partner, and in a manner that is consistent with their application.

***General Responsibilities of the Participating Partner(s) (PP)***

The PP(s) is responsible for coordinating with the SP to implement all projects funded under the 2008 Hazardous Material Grant Program.

The PP is responsible for submitting all required fiscal reporting documents to SP for all funds received by PP and for maintaining all appropriate records pertaining to this grant program.

***Project-Specific Responsibilities***

The responsibilities of the SP and each PP for each of the projects funded under the 2008 Hazardous Material Grant Program are outlined below<sup>1</sup>:

<b>Project</b>	<b>Responsibility of Submitting Partner</b>	<b>Responsibility of each Participating Partner</b>
Toxic Industrial Chemical HazMat Release Exercise (EX) at Sewage Treatment Plant	- Overall Grant management. - Lead and participate on the EX planning team. - Submit all required fiscal reporting documents to NYS for all funds received under the grant and maintain all appropriate records pertaining to this grant program.	- Participate on the EX Planning Team. - Submit all required fiscal reporting documents to SP for all funds received by PP and maintain all appropriate records pertaining to this grant program.

***Points of Contact***

<b>Partner</b>	<b>Name</b>	<b>Telephone</b>	<b>Email</b>
<b>Submitting Partner Primary Contact:</b>	Joseph F. Williams Commissioner	631-852-4850	joe.williams@suffolkcountyny.gov
<b>Submitting Partner Secondary Contact:</b>	John M. Searing, PE Deputy Commissioner	631-852-4854	john.searing@suffolkcountyny.gov
<b>Town of Brookhaven Fire Marshal Participating Partner Primary Contact:</b>	Salvatore Garafalo Chief Fire Marshal	631-451-6262	sgarafalo@brookhaven.org
<b>Town of Brookhaven Fire Marshal Participating Partner Secondary Contact:</b>	Walter Dunn Sr. Fire Marshal	631-451-6267	wdunn@brookhaven.org

<sup>1</sup> To populate this chart, information was drawn from the Scope of Work, Section V of the 2008 Hazardous Materials Grant Program Request for Applications.

MOU 2008 Hazardous Material Grant Program  
Suffolk Law Dept Tracking No. 09-FS-031

Town of Southampton Fire Marshal Participating Partner Primary Contact:	Cheryl Kraft Chief Fire Marshal	631-702-2920	ckraft@town.southampton.ny.us
Town of Southampton Fire Marshal Participating Partner Secondary Contact:	Chris Hansen Fire Marshal	631-702-2922	CHansen@southamptontownny.gov
Town of Riverhead Fire Marshal Participating Partner Primary Contact:	Scott Davonski Chief Fire Marshal	631-727-3200 x209	davonski@riverheadli.com
Town of Riverhead Fire Marshal Participating Partner Secondary Contact:	Dave Andruszkiewicz Fire Marshal	631-727-3200 X208	davea@riverheadli.com
Town of Riverhead Police Department Participating Partner Primary Contact:	Dave Hegermiller Chief	631-727-4500 X335	djh@riverheadli.com
Town of Riverhead Police Department Participating Partner Secondary Contact:	Richard Smith Captain	631-727-4500 X316	rts@riverheadli.com
Town of Riverhead DPW Participating Partner Primary Contact:	Michael Reichel Superintendent	631-727-3069	reichel@riverheadli.com
Town of Riverhead DPW Participating Partner Secondary Contact:	N/A		
Brookhaven National Laboratory Fire-Rescue Participating Partner Primary Contact:	Charles LaSalla Chief	631-344-5476	lasalla@bnl.gov
Brookhaven National Laboratory Fire-Rescue Participating Partner Secondary Contact:	Tim Kelly Deputy Chief	631-344-2351	tkelly@bnl.gov

**MOU 2008 Hazardous Material Grant Program**  
**Suffolk Law Dept Tracking No. 09-FS-031**

*Effective Date*

This MOA becomes effective upon its approval by all parties, and is effective through August 30, 2012.

*Modification*

This MOA may be modified upon the signed consent of all the parties to the agreement.

**Approved By:**

For Suffolk County Department of Fire, Rescue and Emergency Services

\_\_\_\_\_  
Joseph F. Williams  
Commissioner

\_\_\_\_\_  
date

Approved as to Legality:  
Christine Malafi, Suffolk County Attorney

\_\_\_\_\_  
By: Cynthia Kay Parry  
Assistant County Attorney

Signatures for the Participating Partners are set forth on the following pages:

Town of Brookhaven Fire Marshals	page 5
Town of Southampton Fire Marshals	page 6
Town of Riverhead Fire Marshals	page 7
Town of Riverhead Police Department	page 8
Town of Riverhead Department of Public Works	page 9
Brookhaven National Laboratory	page 10

**MOU 2008 Hazardous Material Grant Program  
Suffolk Law Dept Tracking No. 09-FS-031**

**For Town of Brookhaven Fire Marshals:**

\_\_\_\_\_  
<Signature here>

\_\_\_\_\_  
date

Name:  
Title:

**MOU 2008 Hazardous Material Grant Program  
Suffolk Law Dept Tracking No. 09-FS-031**

**Town of Southampton Fire Marshals:**

\_\_\_\_\_  
<Signature here>

\_\_\_\_\_  
date

Name:  
Title:

**MOU 2008 Hazardous Material Grant Program  
Suffolk Law Dept Tracking No. 09-FS-031**

**Town of Riverhead Fire Marshals:**

\_\_\_\_\_  
<Signature here>

\_\_\_\_\_  
date

Name:  
Title:

**MOU 2008 Hazardous Material Grant Program  
Suffolk Law Dept Tracking No. 09-FS-031**

**Town of Riverhead Police Department:**

\_\_\_\_\_  
<Signature here>

\_\_\_\_\_  
date

Name:  
Title:

**MOU 2008 Hazardous Material Grant Program  
Suffolk Law Dept Tracking No. 09-FS-031**

**Town of Riverhead Department of Public Works:**

\_\_\_\_\_  
<Signature here>

\_\_\_\_\_  
date

Name:  
Title:

**MOU 2008 Hazardous Material Grant Program  
Suffolk Law Dept Tracking No. 09-FS-031**

**Brookhaven National Laboratory**

\_\_\_\_\_  
<Signature here>

\_\_\_\_\_  
date

Name:  
Title:

**TOWN OF RIVERHEAD**

**Resolution # 1015**

**RESOLUTION CALLING PUBLIC HEARING  
REGARDING LATERAL WATER MAIN EXTENSION FOR CEDAR COVE  
SUBDIVISION, WEST LANE  
SCTM DISTRICT 600, SECTION 66, BLOCK 02, LOT 004  
RIVERHEAD WATER DISTRICT**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

WHEREAS, a petition has been filed by the developer of Cedar Cove Subdivision requesting that the subdivision be served by the Riverhead Water District; and

WHEREAS, the proposed subdivision is located within the existing Extension No. 34 of the Riverhead Water District;

WHEREAS, a map and plan have been prepared by H2M, consulting engineers to the Riverhead Water District, and

WHEREAS, the project will include the construction of water service to 7 residential lots, and

WHEREAS, the map and plan is available for review and inspection at the Office of the Riverhead Town Clerk, 200 Howell Avenue, Riverhead, New York, during normal business hours, and

WHEREAS, said map and plan calls for the installation of approximately 400 linear feet of eight inch diameter water mains at a total projected cost of approximately \$ 60,000, and

WHEREAS, all costs associated with this lateral shall be borne by the petitioner and the petitioner will be required to pay key money in the amount of \$ 6,052 for each proposed dwelling unit for a total cost of \$42,364. This cost represents the infrastructure costs to the Riverhead Water District to service these additional residences, and

WHEREAS, the Town Board desires to call a public hearing on the adoption of a final order concerning the petition,

NOW, THEREFORE, BE IT

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post a Notice of Public Hearing to be held on the 1st day of December, 2009, at 2:10 p.m. at the Riverhead Town Hall 200 Howell Avenue, Riverhead, NY, to hear all interested persons with regard to the adoption of the final order concerning the petition to construct a lateral water main extension comprised of approximately 400 linear feet of eight inch diameter water main and appurtenances to provide water service to the proposed subdivision known as Cedar Cove Subdivision, at the sole cost of the developer and at no cost to the District and the payment of key money pursuant to Chapter 105 of the Riverhead Town Code, to be located at West Lane, Riverhead, New York, and

NOW, THEREFORE, BE IT FURTHER

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish a copy of this resolution in full in the November 12, 2009 edition of the News Review, and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to H2M, Frank Isler, Esq. and the petitioner, and be it further

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

### **THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

11/4/2009

Adopted

**TOWN OF RIVERHEAD**

**Resolution #1016**

**AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS,  
OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT  
1825 MAIN ROAD, JAMESPORT, NEW YORK**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Board has determined that the property located at 1825 Main Road, Jamesport, New York, is being used and occupied in violation of various sections of the Code of the Town of Riverhead;

NOW, THEREFORE, BE IT RESOLVED, that the within Resolution authorizes legal action against the owners, tenants, occupants and mortgagee of the property located at 1825 Main Road, Jamesport, New York; and be it further

RESOLVED that Dawn C. Thomas, Town Attorney for the Town of Riverhead is authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the property located at 1825 Main Road, Jamesport, New York, in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property; and be it further

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

RESOLVED that it is left to the discretion of Dawn C. Thomas, Town Attorney for the Town of Riverhead, to settle any legal action that is instituted against the owners, tenants, occupants and mortgagee of the above property on behalf of the Town of Riverhead, and be it further

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

**THE VOTE**

Wooten  Yes  No      Dunleavy  Yes  No

Blass  Yes  No      Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

11/4/2009

**ADOPTED**

**TOWN OF RIVERHEAD**

**Resolution #1017**

**AUTHORIZES THE SUPERVISOR TO EXECUTE A SECURITY AGREEMENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead requires security services for the Riverhead Country Day School at Stotzky Park, 165 Columbus Avenue, Riverhead, NY;

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor is hereby authorized to execute a security agreement regarding the Riverhead Country Day School.; and be it further

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

**THE VOTE**

Wooten Yes No      Dunleavy Yes No

Blass Yes No      Cardinale Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1018

APPOINTS A HEARING OFFICER AND AUTHORIZES UNPAID SUSPENSION OF EMPLOYEE

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

RESOLVED, that the Town Board of the Town of Riverhead authorizes the appointment of Valerie Marvin, Esq. as the hearing officer with respect to a Section 75 Hearing involving a Town employee.

RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the suspension (including without pay for up to 30 days) of this employee following the service of disciplinary charges against him and pending the hearing officer's determination of those charges.

THE VOTE

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution #1019**

**ADOPTS A STANDARD BENEFIT PACKAGE FOR NON-UNION PERSONNEL**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, it is the belief of this Town Board that consistent personnel policies promote an environment that is free of arbitrary or discriminatory practices and foster harmony among the employees of the Town of Riverhead,

**NOW THEREFORE BE IT RESOLVED**, that the attached policy regarding certain employee benefits be adopted for all full-time appointed and competitive non-union personnel hired after the date upon which said policy is adopted, and be it further

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

**Benefit Package  
For All Full-Time Appointed and Competitive Non-Union Personnel  
Effective 10/1/2009**

**Legislative/Secretarial (non-management)**

Vacation

- 2 Weeks per calendar year (pro-rated first year of hire)
- 3 Weeks per calendar year (after 7 completed years of service)
- 4 Weeks per calendar year (after 12 completed years of service)

Sick Days

15 per calendar year accrued on a monthly basis

Personal Days

5 per calendar year (pro-rated first year of hire)

Health Insurance

100% paid by the Town

**Middle Management (Deputies, Assistant Department Heads, Town Officers)**

Vacation

- 3 Weeks per calendar year (pro-rated first year of hire)
- 4 Weeks (after 7 completed years of service)
- 5 Weeks (after 12 completed years of service)

Sick Days

15 per calendar year accrued on a monthly basis

Personal Days

5 per calendar year (pro-rated first year of hire)

Health Insurance

100% paid by the Town

**Department Heads**

Vacation

- 3 Weeks per calendar year (pro-rated first year of hire)
- 4 Weeks (after 5 completed years of service)
- 5 Weeks (after 10 completed years of service)
- 6 Weeks (after 15 completed years of service)

Sick Days

15 per calendar year accrued on a monthly basis

Personal Days

5 per calendar year (pro-rated first year of hire)

Health Insurance

100% paid by the Town

## TOWN OF RIVERHEAD

Resolution # 1020

**ADOPTS A HEALTH INSURANCE POLICY FOR ELECTED OFFICIALS AND NON-  
UNION PERSONNEL**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, it is the belief of this Town Board that consistent personnel policies promote an environment that is free of arbitrary or discriminatory practices and foster harmony among the employees of the Town of Riverhead, and

**WHEREAS**, the following policy regarding employee health insurance is recommended to be adopted for all elected officials and non-union employees:

**The service requirement for receipt of health insurance in retirement shall be five consecutive years of service with the Town for all individuals or elected officials employed with the Town prior to the date this policy is adopted, and 10 consecutive years of service with the Town for all individuals hired or elected on or after the date on which this policy is adopted, and the individual must either (1) be in service to the Town on the last date immediately prior to retirement into the NYSERS; or (2) have been in service to the Town as his/her last public sector employer, and have continuously self-paid his/her health insurance premiums to, and remained enrolled in, the Town's health insurance plan between the last date of service with the Town and the date of vesting and receipt of benefits from the NYSERS, whichever is applicable, as set forth in the NYSERS Rules and Regulations (Part 256).**

**To the extent that the individual meets the above criteria, the Town shall pay for one hundred (100%) percent health insurance coverage for said individual who retires from the Town, and the Town shall pay to the extent of fifty (50%) percent coverage on the premiums for the retiree's family.**

**NOW THEREFORE BE IT RESOLVED**, that the above policy is adopted for all elected officials and non-union personnel, and a copy of which will be forwarded to the New York State Health Insurance Program in accordance with applicable regulations, and be it further

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1021

GENERAL FUND  
POLICE DEPARTMENT  
BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

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

		<u>FROM</u>	<u>TO</u>
001.092705.471000	Gifts and Donation	5,000	
001.031200.524900	Miscellaneous Expenses		5.000

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

THE VOTE

Wooten  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

# Adopted

## TOWN OF RIVERHEAD

### Resolution # 1022

#### **AUTHORIZES SELECTION OF VISION LONG ISLAND, GLATTING JACKSON, ADL III and H2M TEAM AS CONSULTANTS FOR DOWNTOWN RIVERHEAD VISIONING**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town of Riverhead solicited proposals from a creative and qualified consultant (experienced planners, architects, meeting facilitators or other similar professions) to assist the Town to engage the community in a visioning process for potential redevelopment of multiple parcels on the south side of East Main Street along the waterfront in downtown Riverhead adjacent or near to the Town of Riverhead property currently occupied by the East End Arts Council located within the East Main Street Urban Renewal Area; and

WHEREAS, the overall goal of this effort is to restore vibrancy of downtown Riverhead through assessing the community vision for revitalization of this currently underutilized area by facilitating a minimum of three community meetings and potentially a charrette activity to solicit ideas that support the following Town of Riverhead goals; and

WHEREAS, emphasis will be placed on creating public space for community recreation and gatherings, maximizing green space while maintaining vehicular access to storefronts, and improving the appeal of the nearby retailers and commercial properties; and

WHEREAS, Vision Long Island, Glattig Jackson, ADL III and H2M submitted a joint proposal to assist the Town of Riverhead in the visioning process; and

NOW, THEREFORE, BE IT RESOLVED, that the Town of Riverhead Board hereby authorizes selection of the Vision Long Island, Glattig Jackson, ADL III and H2M team as consultant for the Downtown Riverhead visioning process; and

THEREFORE, BE IT FURTHER RESOLVED, that the selection of Vision Long Island, Glattig Jackson, ADL III and H2M team as consultant for the Downtown Riverhead visioning process project is subject to the Town of Riverhead and/or the CDA securing the necessary outside funds for the project; further subject to negotiation of the terms of a professional service agreement with the office of the Town Attorney; and further subject to negotiation of a project scope and agreed upon lump sum price for each phase of the project, and be it further

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD**

**Resolution #1023**

**AUTHORIZES THE EXTENSION AND RENEWAL OF BUILDING PERMITS FOR MAIDSTONE LANDING HOMEOWNER'S ASSOCIATION, INC.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, representatives of the Maidstone Landing Homeowner's Association, Inc. appeared at a work session to discuss a myriad of issues related to Building Permit No. ZB 31999 for alterations, to wit: re-roofing and siding of buildings which are part of a condominium complex, Building Permit No. ZB 32222 for replacement of retaining walls situated on the property and electrical fees assessed against the applicant related to construction activities located on Sound Avenue, Riverhead as set forth in Building Permit No. ZB 31999; and

**WHEREAS**, the Town Board directed the Town Attorney's Office to investigate all aspects of permit fees including fees to extend the building permits as required pursuant to Riverhead Town Code §108-73 (e); and

**WHEREAS** the Town Attorney's Office met with the Building Department Administrator and the Planning Director and reviewed all files in connection with the approved site plan and above building permits. A review of the file reveals that all fees imposed under Building Permit No. ZB 31999 and Building Permit No. ZB 32222 conform to the Riverhead Town Code. The electrical fees were assessed for the removal of fixtures necessary to complete alterations which were the subject of Building Permit ZB 3199 and upon completion of the alterations and reinstallation of the identical electrical fixtures. The electrical fee schedule distinguishes between "commercial" vs. "residential". The electrical fee for replacement of devices for commercial buildings is \$150.00 per building. The Planning Director and the Building Administrator confirmed that condominiums are treated as "commercial" buildings rather than "residential" under the Code, thus it appears that the appropriate fee for replacement of devices should reflect 41 commercial buildings rather than 82 residential units. Last, representatives of the Maidstone Landing Homeowner's Association, Inc. assert that the expiration of Building Permit No. ZB 31999 and Building Permit No. ZB 32222 were related to miscommunications between the construction project manager, their consulting engineer and Town staff regarding inspections required to complete the projects in

connection with Building Permit No. ZB 31999 for roofing and siding alterations and Building Permit No. ZB 32222 for replacement of retaining walls such that inspections did not take place in a timely manner resulting in expiration of the above identified permits. While the files do reveal evidence of requests for inspection and delays due to weather, there also exists evidence of lack of procedural follow through on the part of the applicant;

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board requests that the Building Department evaluate and impose the electrical fee for removal and replacement of electrical devices based upon a calculation of the number of commercial buildings, to wit: 41, and hereby authorizes the Building Department to deem extended and renewed Building Permit No. ZB 31999 and Building Permit No. ZB 32222 for a period of one year with the clear understanding that it is the duty of applicant to schedule and arrange all future inspections with the Building Department and complete all improvements under the above permits within the one year.

**RESOLVED** that the Town Clerk is hereby directed to forward a copy of this resolution to Maidstone Landing Homeowner's Association, Inc., 60A Clubhouse Dune Drive, Riverhead, New York 11901 and Joseph G. Colbert, Esq., Kagan, Lubic, Lepper, Lewis, Gold & Colbert, LLP, 200 Madison Avenue, New York, New York 10016; and be it further

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

**THE VOTE**

Wooten Yes No      Dunleavy Yes No

Blass Yes No      Cardinale Yes No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

11/4/2009

**ADOPTED**

TOWN OF RIVERHEAD

Resolution #1024

**APPROVES THE DEFENSE AND INDEMNIFICATION FOR  
BARBARA BLASS**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, lawsuits have been filed by Henry B. Silverman naming the Town of Riverhead as respondent under Case No. 10136342 filed in the New York State Division of Human Rights and Riverhead Town Attorney's Office as respondent under Case No. 10137359 filed in the New York State Division of Human Rights; and

**WHEREAS**, the lawsuits and correspondence dated October 26, 2009 purport to seek individual liability against Barbara Blass based upon her conduct as Councilwoman and Deputy Supervisor of the Town;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board, pursuant to Chapter 15 of the Town Code, directs and authorizes the Town to defend and indemnify Barbara Blass, Councilwoman and Deputy Supervisor, for all purposes in the causes of action set forth in Case No. 10136342 and Case No. 10137359; and be it further

**RESOLVED**, that the Supervisor is authorized to execute the attached agreement; and be it further

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

**THE VOTE**

Wooten  Yes  No      Dunleavy  Yes  No

Blass  Yes  No      Cardinale  Yes  No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

Town Attorney: Approves Defense and Indemnification-Barbara Blass, individually and as Councilwoman and Deputy Supervisor of the Town of Riverhead-Henry B. Silverman v. Town of Riverhead and Henry B. Silverman v. Riverhead Town Attorney's Office

**AGREEMENT**

**IT IS HEREBY AGREED** that the TOWN OF RIVERHEAD, pursuant to Chapter 15 of the Code of the Town of Riverhead titled "Defense and Indemnification", shall provide for the defense, indemnification, and shall save harmless BARBARA BLASS, individually and as Councilwoman and Deputy Supervisor of the TOWN OF RIVERHEAD, in the amount of any judgment or settlement in the action Henry B. Silverman v. Town of Riverhead (Case No. 10136342) filed in the New York State Division of Human Rights and Henry B. Silverman v. Riverhead Town Attorney's Office (Case No. 10137359) filed in the New York State Division of Human Rights. The TOWN OF RIVERHEAD agrees that BARBARA BLASS shall receive such other benefits and protections as set forth in Public Officers Law §18 and any other application local law or statute.

---

Phil Cardinale, Supervisor

11/4/2009

**ADOPTED**

TOWN OF RIVERHEAD

Resolution #1025

**APPROVES THE DEFENSE AND INDEMNIFICATION FOR  
RICHARD HANLEY**

Councilwoman Blass offered the following resolution,

which was seconded by Councilman Dunleavy

**WHEREAS**, a lawsuit has been filed by F1 Long Island LLC and F1 Long Island Real Estate, LLC against Phil Cardinale et al. as defendants under Case No. CV 09 3993; and

**WHEREAS**, the lawsuit purports to seek individual liability against Richard Hanley based upon his conduct as Planning Director of the Town of Riverhead;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board, pursuant to Chapter 15 of the Town Code, directs and authorizes the Town to defend and indemnify Richard Hanley, Planning Director, for all purposes in the causes of action set forth in Case No. CV 09 3993; and be it further

**RESOLVED**, that the Supervisor is authorized to execute the attached agreement; and be it further

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

**THE VOTE**

Wooten  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted

Town Attorney: Approves Defense and Indemnification-Richard Hanley, individually and as Planning Director of the Town of Riverhead-F1 Long Island LLC and F1 Long Island Real Estate, LLC v. Phil Cardinale et al.

**AGREEMENT**

**IT IS HEREBY AGREED** that the TOWN OF RIVERHEAD, pursuant to Chapter 15 of the Code of the Town of Riverhead titled “Defense and Indemnification”, shall provide for the defense, indemnification, and shall save harmless RICHARD HANLEY, individually and as Planning Director of the Town of Riverhead, in the amount of any judgment or settlement arising in the action F1 Long Island LLC and F1 Long Island Real Estate, LLC v. Phil Cardinale et al. filed in the United States District Court for the Eastern District of New York under Case No. CV 09 3993. The TOWN OF RIVERHEAD agrees that RICHARD HANLEY shall receive such other benefits and protections as set forth in Public Officers Law §18 and any other application local law or statute.

\_\_\_\_\_  
Phil Cardinale, Supervisor

**TOWN OF RIVERHEAD**

**Resolution # 1026**

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED "ZONING"**  
**OF THE RIVERHEAD TOWN CODE**  
**(§108-201. –Designation of Empire Zone plan and boundaries.)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Suffolk County/Town of Riverhead Empire Zone Board has recommended a boundary amendment of the existing Empire Zone into [seven] "distinct and contiguous areas" by transferring 20 acres of Empire Zone to the Town of Huntington to create a new subzone area known as "Subzone 7" for the purpose of providing Empire Zone benefit to Canon, U.S.A. so that they may locate their new headquarters in Melville; and

**WHEREAS**, the Town Board has determined that the that the transfer of 20 acres of undevelopable lands from the current 1137 acres of Empire Zone acreage will not impact the redevelopment of the EPCAL; and

**WHEREAS**, the Town Board is in receipt of an EAF for the proposed action; and

**WHEREAS**, the Town Board hereby declares itself "lead agency" pursuant to 6 NYCRR Part 617.7 and determines the action to be a Type II action pursuant to 6 NYCRR Part 617.5 (c)(27) and that an environmental impact statement need not be prepared; and

**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 6<sup>th</sup> day of October, 2009 at 2:10 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 the local law amending Chapter 108 entitled, "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 newspaper and to post same on the signboard at Town Hall; and be it further

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

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not   
Thereupon Duly Declared 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 November 4, 2009. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

ARTICLE XXXIX

Chapter 108

ZONING

**Economic Development Zone**

**§ 108-201. Designation of Empire Zone plan and boundaries.**

The Economic Development Zone is described by ~~Graphic Information Systems~~ Geographic Information System, NYS SPF North American Datum 1983 coordinates, Suffolk County Tax Map Numbers or metes and bounds as follows:

A. Calverton Property (known as EPCAL Subzone Area 1) description by GIS coordinates:

X Coordinate	Y Coordinate
2330851.50000	253393.15625
2330836.25000	253604.45313
2331513.75000	254402.37500
2332410.48862	255458.36006
2332633.63506	255721.14938
2332605.54340	255771.43754
2332576.20940	255814.37154
2332534.30340	255865.68279
2332517.47878	255881.63813
2332154.15169	256203.60129
2332069.70714	256278.43203
2331570.57065	256718.60179
2331335.90140	256931.08904
2331288.47765	256978.49104
2331265.79690	257015.58804
2331244.49065	257068.48579
2331208.75090	257195.57804
2331184.87147	257283.24308
2331951.35962	257493.33397
2332538.26250	257620.18577
2334438.81409	257918.29808
2334604.34780	257946.98246

<del>2334953.20329</del>	<del>258007.43362</del>
<del>2335174.69619</del>	<del>258015.15435</del>
<del>2335555.73290</del>	<del>258028.43640</del>
<del>2336529.73010</del>	<del>258062.38767</del>
<del>2338049.48308</del>	<del>258100.76863</del>
<del>2338243.24996</del>	<del>256018.48439</del>
<del>2338570.25002</del>	<del>256052.48439</del>
<del>2338622.50000</del>	<del>255656.74999</del>
<del>2339225.75000</del>	<del>255724.00000</del>
<del>2339734.50000</del>	<del>255780.79688</del>
<del>2340247.00000</del>	<del>255838.00000</del>
<del>2340285.84944</del>	<del>255492.51981</del>
<del>2340431.00000</del>	<del>254194.00000</del>
<del>2340164.00000</del>	<del>254161.00000</del>
<del>2340221.00000</del>	<del>253661.00000</del>
<del>2341929.75000</del>	<del>253865.98438</del>
<del>2342069.58255</del>	<del>252662.65218</del>
<del>2342165.72867</del>	<del>251835.26457</del>
<del>2342132.37929</del>	<del>251724.91678</del>
<del>2341762.51413</del>	<del>251319.55897</del>
<del>2341344.58765</del>	<del>250861.52783</del>
<del>2341088.77123</del>	<del>250581.16300</del>
<del>2332958.76928</del>	<del>257484.71998</del>
<del>2332569.76007</del>	<del>257422.68158</del>
<del>2332004.24926</del>	<del>257300.45399</del>
<del>2331744.64314</del>	<del>257229.29714</del>
<del>2332809.46299</del>	<del>256325.10984</del>
<del>2332987.00000</del>	<del>256137.25000</del>
<del>2339430.50000</del>	<del>250665.67188</del>
<del>2339131.75000</del>	<del>250554.60938</del>
<del>2337651.00000</del>	<del>250579.79688</del>
<del>2335188.00000</del>	<del>252429.81250</del>
<del>2333881.50000</del>	<del>252429.81250</del>
<del>2333912.50000</del>	<del>251989.42188</del>
<del>2333979.87796</del>	<del>251026.34888</del>
<del>2333530.00000</del>	<del>250998.29688</del>
<del>2333131.25000</del>	<del>250970.65625</del>
<del>2332665.03946</del>	<del>250913.94260</del>
<del>2332195.00000</del>	<del>250856.75000</del>
<del>2331590.25000</del>	<del>250780.96875</del>
<del>2331485.62688</del>	<del>250773.43861</del>
<del>2331338.75000</del>	<del>251027.78125</del>
<del>2331023.01125</del>	<del>251027.78125</del>
<del>2331014.50000</del>	<del>251113.78125</del>

-Containing within said area a total of 1137 acres

<u>EPCAL</u>	
<u>X Coordinate</u>	<u>Y Coordinate</u>
<u>1,319,130.8663</u>	<u>273,914.9444</u>
<u>1,320,155.8527</u>	<u>274,894.2136</u>
<u>1,319,687.7539</u>	<u>275,289.1535</u>
<u>1,319,600.2841</u>	<u>275,283.1733</u>
<u>1,319,539.0112</u>	<u>275,280.6717</u>
<u>1,319,392.4871</u>	<u>275,149.4589</u>
<u>1,319,470.8474</u>	<u>275,067.1631</u>
<u>1,319,288.7062</u>	<u>274,895.0737</u>
<u>1,319,363.6379</u>	<u>274,739.6408</u>
<u>1,319,305.5746</u>	<u>274,504.5322</u>
<u>1,319,198.3820</u>	<u>274,421.2057</u>
<u>1,319,146.3254</u>	<u>274,476.7976</u>
<u>1,318,893.1378</u>	<u>274,463.4790</u>
<u>1,318,782.7696</u>	<u>274,577.3081</u>
<u>1,318,631.1321</u>	<u>274,434.9647</u>
<u>1,318,740.0393</u>	<u>273,914.9588</u>
<u>1,318,248.7838</u>	<u>273,914.9578</u>
<u>1,318,279.5977</u>	<u>273,474.3485</u>
<u>1,318,324.7976</u>	<u>272,827.9137</u>
<u>1,318,347.2851</u>	<u>272,506.2581</u>
<u>1,317,897.2510</u>	<u>272,483.4193</u>
<u>1,317,828.5165</u>	<u>272,482.1142</u>
<u>1,317,796.6565</u>	<u>272,481.1952</u>
<u>1,317,697.4407</u>	<u>272,476.3770</u>
<u>1,317,601.1498</u>	<u>272,468.1476</u>
<u>1,317,497.9217</u>	<u>272,456.9284</u>
<u>1,316,501.0016</u>	<u>272,333.7786</u>
<u>1,315,876.5004</u>	<u>272,257.3388</u>
<u>1,315,717.4174</u>	<u>272,532.8834</u>
<u>1,315,387.0980</u>	<u>272,532.8829</u>
<u>1,315,264.9727</u>	<u>274,240.2698</u>
<u>1,315,219.2898</u>	<u>274,878.9524</u>
<u>1,315,204.2659</u>	<u>275,090.4890</u>
<u>1,315,443.1482</u>	<u>275,371.8177</u>
<u>1,315,879.9671</u>	<u>275,882.5387</u>

<u>1,316,779.9863</u>	<u>276,942.4606</u>
<u>1,317,007.4835</u>	<u>277,213.4238</u>
<u>1,316,883.2580</u>	<u>277,362.9811</u>
<u>1,316,665.3838</u>	<u>277,557.0483</u>
<u>1,315,702.1122</u>	<u>278,411.2826</u>
<u>1,315,654.6887</u>	<u>278,458.6851</u>
<u>1,315,632.0081</u>	<u>278,495.7826</u>
<u>1,315,610.7020</u>	<u>278,548.6809</u>
<u>1,315,574.9621</u>	<u>278,675.7747</u>
<u>1,315,551.0826</u>	<u>278,763.4408</u>
<u>1,316,317.5615</u>	<u>278,973.5352</u>
<u>1,316,904.4574</u>	<u>279,100.3893</u>
<u>1,318,804.9865</u>	<u>279,398.5080</u>
<u>1,318,970.5182</u>	<u>279,427.1928</u>
<u>1,319,319.3694</u>	<u>279,487.6451</u>
<u>1,319,540.8598</u>	<u>279,495.3663</u>
<u>1,319,921.8923</u>	<u>279,508.6489</u>
<u>1,320,895.8783</u>	<u>279,542.6019</u>
<u>1,322,416.3391</u>	<u>279,570.0917</u>
<u>1,322,611.2636</u>	<u>277,624.5498</u>
<u>1,322,931.8432</u>	<u>277,642.4775</u>
<u>1,322,989.5641</u>	<u>277,141.9097</u>
<u>1,323,583.0261</u>	<u>277,206.6093</u>
<u>1,324,094.4370</u>	<u>277,262.3713</u>
<u>1,324,608.7961</u>	<u>277,318.4560</u>
<u>1,324,651.4708</u>	<u>276,928.4446</u>
<u>1,324,789.0116</u>	<u>275,671.4385</u>
<u>1,324,525.2126</u>	<u>275,641.8754</u>
<u>1,324,580.9438</u>	<u>275,145.0680</u>
<u>1,326,290.7586</u>	<u>275,343.9800</u>
<u>1,326,417.3365</u>	<u>274,156.1901</u>
<u>1,326,510.9150</u>	<u>273,278.0628</u>
<u>1,326,493.3946</u>	<u>273,202.8848</u>
<u>1,326,493.7154</u>	<u>273,199.8136</u>
<u>1,326,128.6437</u>	<u>272,799.7094</u>
<u>1,325,710.7240</u>	<u>272,341.6724</u>
<u>1,325,454.9116</u>	<u>272,061.3040</u>
<u>1,317,324.9599</u>	<u>278,964.9226</u>
<u>1,316,935.9554</u>	<u>278,902.8830</u>

<u>1,316,370.4514</u>	<u>278,780.6530</u>
<u>1,316,110.8482</u>	<u>278,709.4950</u>
<u>1,317,354.1536</u>	<u>277,622.4266</u>
<u>1,318,998.4025</u>	<u>276,226.1944</u>
<u>1,319,796.8447</u>	<u>275,548.1881</u>
<u>1,323,797.7284</u>	<u>272,150.8044</u>
<u>1,323,498.7627</u>	<u>272,039.7401</u>
<u>1,322,018.1726</u>	<u>272,064.9243</u>
<u>1,320,368.7822</u>	<u>273,303.8589</u>
<u>1,319,555.2647</u>	<u>273,914.9288</u>
<u>1,319,130.8663</u>	<u>273,914.9444</u>

Containing within said area a total of 1117 acres

E. Wyandanch Property (known as Subzone Area 6) described by ~~Graphic Information System~~ Coordinates: metes and bounds: **Geographic Information System, NYS SPF North American Datum 1983 coordinates:** All that certain plots, pieces and/or parcels of land situate, lying and being in Wyandanch in the Town of Babylon, County of Suffolk and State of New York, said land being more particularly bounded and described generally accordingly as follows:

~~-BEGINNING at a point, said point being on the northerly side of Irving Ave and the S/E/C of SCTM Lot 0100-058-01-62;—  
 ————RUNNING THENCE, westerly along the northerly side of Irving Ave to the intersection of the northerly side of Irving Ave and the easterly side of Straight Path to a point, said point being the S/W/C of SCTM Lot 0100-058-01-62;—  
 ————THENCE, northerly along the easterly side of Straight Path to a point, said point being the N/W/C of SCTM Lot 0100-058-01-63;—  
 ————THENCE, westerly and diagonally across Straight Path to a point, said point being the S/E/C of SCTM Lot 0100-056-03-69.001;—  
 ————THENCE, westerly and northerly along the southern and western property lines of SCTM Lot 0100-056-03-69.001 to a point on the southerly side of Garden City Ave;—  
 ————THENCE, northerly across Garden City Ave to a point, said point being on the northern side of Garden City Ave.—  
 ————THENCE, westerly along the northerly side of Garden City Ave to a point, said point being the intersection of the northerly side of Garden City Ave and the easterly side of North 18th Street and being the S/W/C of SCTM Lot 0100-056-03-58;—  
 ————THENCE, northerly along the easterly side of North 18th Street to a point, said point being the intersection of the southerly side of Long Island Ave and the easterly side of North 18th Street and being the N/W/C of SCTM Lot 0100-056-03-73;—  
 ————THENCE, easterly along the southerly side of Long Island Ave to a point, said point being the northern intersection of the southerly side of Long Island Ave and the westerly side of Straight Path and being the N/E/C of SCTM Lot 0100-057-01-39;—~~

~~THENCE, northerly and diagonally across Long Island Ave, across The Long Island Railroad, across SCTM Lot 0100-039-04-52 and across Merritt Ave to a point, said point being the intersection of the northerly side of Merritt Ave and the easterly side of North 15th Street and being the S/W/C of SCTM Lot 0100-040-01-60;~~

~~THENCE, northerly along the easterly side of North 15th Street to a point, said point being the N/W/C of SCTM Lot 0100-040-01-59.001;~~

~~THENCE, easterly along the northerly property lines of SCTM Lots 0100-040-01-59.001 & 64 to the westerly side of N. 14th Street to a point, said point being the N/E/C of SCTM Lot 0100-040-01-64;~~

~~THENCE, southerly along the westerly side of North 14th Street to a point, said point being the intersection of the westerly side of North 14th Street to the northerly side of Merritt Ave and being the S/E/C of SCTM Lot 0100-040-01-63;~~

~~THENCE, southerly, diagonally and parallel to the northerly crossing of Long Island Ave, Merritt Ave, and SCTM Lot 0100-039-04-52 to a point on the southerly side of Long Island Ave and the northern property line of SCTM Lot 0100-057-01-33.001;~~

~~THENCE, easterly along the southerly side of Long Island Ave to a point, said point and the intersection of the southerly side of Long Island Ave and the westerly side of Woodland Road and being the N/E/C of SCTM Lot 0100-057-01-33.001;~~

~~THENCE, easterly, diagonally across the intersection of Long Island Ave, Woodland Road and Grand Boulevard to a point on the southerly side of Long Island Ave, said point being the N/W/C of SCTM lot 0100-057-01-1;~~

~~THENCE, easterly along the southerly side of Long Island Ave to a point, said point being on the north property line of SCTM Lot 0100-057-02-1 and 40' west of the N/W/C of SCTM Lot 0100-057-02-2;~~

~~THENCE, northerly and diagonally across Long Island Ave, The Long Island Railroad and Main Ave to a point on the northern side of Main Ave to a point, said point being the S/W/C of SCTM Lot 0100-040-02-14;~~

~~THENCE, running clockwise around the western, northern and eastern property lines of SCTM Lot 0100-040-02-14 five distances; northerly 582', easterly 198', northerly 191', easterly 162' and finally southerly 801' to the S/E/C of SCTM Lot 0100-040-02-14 and northerly side of Main Ave;~~

~~THENCE, westerly along the northerly side of Main Ave 281' to a point, said point being 80' east of the S/W/C of SCTM Lot 0100-040-02-14;~~

~~THENCE, southerly, diagonally and parallel to the northern crossing of Main Ave, The Long Island Railroad and Long Island Ave to a point on the southerly side of Long Island Ave and the N/E/C of SCTM Lot 0100-057-02-2;~~

~~THENCE, southerly along the eastern property line to the S/E/C of SCTM Lot 0100-057-02-2;~~

~~THENCE, westerly along the southern property lines of SCTM Lots 0100-057-02-1 & 2, across Doe Street and along the southern property line 152' of SCTM Lot 0100-057-01-4 to a point, said point being the N/E/C of SCTM Lot 0100-057-01-5;~~

~~THENCE, southerly along the easterly property line of SCTM Lot 0100-057-01-5 to a point on the northerly side of Grand Boulevard;~~

~~THENCE, westerly along the northerly side of Grand Boulevard to a point, said point being the S/W/C of SCTM Lot 0100-057-01-1;~~

~~THENCE, southerly and diagonally across and to the southerly side of Grand Boulevard to a point, said point being the N/W/C of SCTM Lot 0100-057-01-19;~~

~~THENCE, southerly along the western property line of SCTM Lot 0100-057-01-19 to a point, said point being the S/W/C of SCTM Lot 0100-057-01-19 and the northerly side of Woodland road;~~

~~THENCE, southerly and diagonally across Woodland Road to a point, said point being the N/W/C of SCTM Lot 0100-057-01-32;~~

~~THENCE, southeasterly along the southerly side of Woodland Road to a point, said point being the intersection of the southerly side of Woodland Road and the westerly side of Doe Street and being the N/E/C of SCTM Lot 0100-057-01-46;~~

~~THENCE, southerly along the westerly side of Doe Street to the intersection to the westerly side of Doe Street and the northerly side of Commonwealth Drive to a point, said point being the S/E/C of SCTM Lot 0100-057-01-46;~~

~~THENCE, westerly along the northerly side of Commonwealth Drive to a point, said point being the intersection of the northerly side of Commonwealth Drive and the easterly side of Straight Path and being the S/W/C of SCTM Lot 0100-057-01-41;~~

~~THENCE, westerly and diagonally across Straight Path to a point, said point being the S/E/C of SCTM Lot 0100-057-01-39;~~

~~THENCE, westerly along the southerly property line of SCTM Lot 0100-057-01-39 to a point, said point being on the easterly side of South 16th Street and being the S/W/C of the SCTM Lot 0100-057-01-39;~~

~~THENCE, westerly and diagonally across South 16th Street to a point, said point being on the westerly side of South 16th Street and the N/E/C of SCTM Lot 0100-056-03-70.~~

~~THENCE, southerly along the westerly side of South 16th Street and the eastern property line of SCTM Lot 0100-056-03-70 to a point, said point being the intersection of the westerly side of South 16th Street and the northerly side of Garden City Ave and being the S/E/C of SCTM Lot 0100-056-03-70;~~

~~THENCE, southerly and diagonally across Garden City Ave to a point, said point being the intersection of the southerly side of Garden City Ave and the westerly side of Straight Path and being the N/E/C of SCTM Lot 0100-056-03-69.001;~~

~~THENCE, along the easterly property line and the westerly side of Straight Path of SCTM Lot 0100-056-03-69.001 to a point, said point being the S/E/C of SCTM Lot 0100-056-03-69.001;~~

~~THENCE, southerly along the westerly side of Straight Path 95<sup>44</sup> to a point, said point being diagonally across to the intersection of the easterly side of Straight Path and the southerly side of Arlington Ave;~~

~~THENCE, easterly across Straight Path to a point, said point being the intersection of the easterly side of Straight Path and the southerly side of Arlington Av and being the N/W/C of SCTM Lot 0100-058-01-26;~~

~~THENCE, easterly along the southerly side of Arlington Ave, to a point, said point being the N/E/C of SCTM Lot 0100-058-01-26;~~

~~THENCE, southerly along the easterly property lines of the SCTM Lots 0100-058-01-26, 27, 65, 64, 63, & 62 to the northerly side of Irving Ave to a point, said point being the S/E/C of SCTM Lot 0100-058-01-62 and the point and/or place of beginning.~~

<b>Wyandanch</b>	
<i>X Coordinate</i>	<i>Y Coordinate</i>
<u>1160580.57115</u>	<u>214344.86523</u>
<u>1161299.65467</u>	<u>214564.94228</u>
<u>1161156.45953</u>	<u>215031.50433</u>
<u>1161347.50414</u>	<u>215090.68743</u>
<u>1161421.15739</u>	<u>214851.78721</u>
<u>1161494.31502</u>	<u>214624.67323</u>
<u>1161582.36264</u>	<u>214651.69147</u>
<u>1161722.83189</u>	<u>214711.05787</u>
<u>1162192.70862</u>	<u>214854.91963</u>
<u>1162408.28110</u>	<u>214920.91950</u>
<u>1162179.33211</u>	<u>215669.81371</u>
<u>1162369.14075</u>	<u>215727.72807</u>
<u>1162312.45109</u>	<u>215913.06695</u>
<u>1162466.55899</u>	<u>215960.80686</u>
<u>1162703.44398</u>	<u>215185.58766</u>
<u>1162447.93141</u>	<u>215131.88295</u>
<u>1162533.00430</u>	<u>214854.52129</u>
<u>1162076.19176</u>	<u>214714.66235</u>
<u>1162050.13096</u>	<u>214603.79899</u>
<u>1161724.76110</u>	<u>214680.27745</u>
<u>1161599.86894</u>	<u>214630.33287</u>
<u>1161721.47406</u>	<u>214467.91726</u>
<u>1161774.67086</u>	<u>214409.61991</u>
<u>1161833.01838</u>	<u>214355.44622</u>
<u>1162134.60789</u>	<u>214088.15559</u>
<u>1162111.99182</u>	<u>213991.74702</u>
<u>1161281.21448</u>	<u>214186.62753</u>
<u>1161222.27304</u>	<u>214229.11227</u>
<u>1161098.99368</u>	<u>214191.10548</u>
<u>1161128.33230</u>	<u>214095.50587</u>
<u>1161144.23502</u>	<u>214035.05710</u>
<u>1161088.49768</u>	<u>213892.20398</u>
<u>1161286.76353</u>	<u>213846.41786</u>
<u>1161241.08699</u>	<u>213651.69505</u>
<u>1161085.10517</u>	<u>213688.28359</u>
<u>1161107.26965</u>	<u>213744.72033</u>

<u>1161016.11112</u>	<u>213770.83642</u>
<u>1160937.47816</u>	<u>214036.55111</u>
<u>1160697.92462</u>	<u>213962.45754</u>
<u>1160580.57115</u>	<u>214344.86523</u>

Containing within said area a total of 23.935 acres

**F. Melville Property (known as Subzone Area 7) described by Geographic Information System, NYS SPF North American Datum 1983 coordinates: All that certain plots, pieces and/or parcels of land situate, lying and being in Melville in the Town of Huntington, County of Suffolk and State of New York, said land being more particularly bounded and described generally accordingly as follows:**

X Coordinate	Y Coordinate
<u>1,141,830.2409</u>	<u>223,583.8865</u>
<u>1,142,004.6470</u>	<u>223,930.8218</u>
<u>1,141,788.8772</u>	<u>224,039.2914</u>
<u>1,141,857.5440</u>	<u>224,175.8714</u>
<u>1,141,598.0292</u>	<u>224,306.3510</u>
<u>1,141,579.6299</u>	<u>224,269.7561</u>
<u>1,141,243.7001</u>	<u>224,438.6558</u>
<u>1,141,301.7234</u>	<u>224,554.0602</u>
<u>1,141,632.2927</u>	<u>224,387.8557</u>
<u>1,141,650.6920</u>	<u>224,424.4506</u>
<u>1,143,086.6582</u>	<u>223,702.4717</u>
<u>1,142,785.5451</u>	<u>223,103.5784</u>
<u>1,141,830.2409</u>	<u>223,583.8865</u>

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

Dated: Riverhead, New York  
November 4, 2009

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

**DIANE M. WILHELM, Town Clerk**

Adopted

RESOLUTION #1027 ABSTRACT #09-42 October 22, 2009 (TBM 11/4/09)				
Councilman Wooten offered the following Resolution which was seconded by Councilwoman Blass.				
FUND NAME			10/22/09 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		1,107,157.84	1,107,157.84
POLICE ATHLETIC LEAGUE	4		11,741.40	11,741.40
RECREATION PROGRAM FUND	6		3,719.84	3,719.84
TOWN BOARD SPECIAL PROGRAM FUN	24		1,086.04	1,086.04
ECONOMIC DEVELOPMENT ZONE FUND	30		3,608.95	3,608.95
HIGHWAY FUND	111		130,735.39	130,735.39
WATER DISTRICT	112		84,572.56	84,572.56
RIVERHEAD SEWER DISTRICT	114		50,228.73	50,228.73
REFUSE & GARBAGE COLLECTION DI	115		8,644.06	8,644.06
STREET LIGHTING DISTRICT	116		7,568.73	7,568.73
PUBLIC PARKING DISTRICT	117		583.60	583.60
AMBULANCE DISTRICT	120		4,200.00	4,200.00
CALVERTON SEWER DISTRICT	124		1,755.29	1,755.29
RIVERHEAD SCAVANGER WASTE DIST	128		20,289.36	20,289.36
WORKERS' COMPENSATION FUND	173		4,863.43	4,863.43
RISK RETENTION FUND	175		397.04	397.04
UNEMPLOYMENT INSURANCE RESERVE	176		4,889.53	4,889.53
CDBG CONSORTIUM ACOUNT	181		631.15	631.15
RESTORE GRANT PROGRAM	184		15,000.00	15,000.00
TOWN HALL CAPITAL PROJECTS	406		63,296.05	63,296.05
WATER DISTRICT CAPITAL PROJECT	412		48,250.00	48,250.00
YOUTH SERVICES CAP PROJECT	452		13.20	13.20
TRUST & AGENCY	735		1,004,461.18	1,004,461.18
COMMUNITY PRESERVATION FUND	737		1,715.97	1,715.97
<b>TOTAL ALL FUNDS</b>			<b>2,579,409.34</b>	<b>2,579,409.34</b>

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

RESOLUTION #1027 ABSTRACT #09-43 October 29, 2009 (TBM 11/4/09)				
Councilman Wooten offered the following Resolution which was seconded by Councilwoman Blass.				
FUND NAME			10/29/09 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		200,506.29	200,506.29
POLICE ATHLETIC LEAGUE	4		6,612.34	6,612.34
RECREATION PROGRAM FUND	6		5,056.47	5,056.47
ECONOMIC DEVELOPMENT ZONE FUND	30		6,109.93	6,109.93
HIGHWAY FUND	111		43,020.90	43,020.90
WATER DISTRICT	112		16,092.37	16,092.37
RIVERHEAD SEWER DISTRICT	114		6,406.44	6,406.44
REFUSE & GARBAGE COLLECTION DI	115		451.70	451.70
STREET LIGHTING DISTRICT	116		381.15	381.15
BUSINESS IMPROVEMENT DISTRICT	118		99.90	99.90
O.R. URBAN DEV CORP TRUST AC	119		50.00	50.00
AMBULANCE DISTRICT	120		164,585.24	164,585.24
CALVERTON SEWER DISTRICT	124		37.79	37.79
RIVERHEAD SCAVANGER WASTE DIST	128		840.03	840.03
WORKERS' COMPENSATION FUND	173		28,899.34	28,899.34
RISK RETENTION FUND	175		7,502.25	7,502.25
RESTORE GRANT PROGRAM	184		16,900.00	16,900.00
COMMUNITY DEVELOPMENT AGENCY C	405		684.00	684.00
TOWN HALL CAPITAL PROJECTS	406		27,241.30	27,241.30
WATER DISTRICT CAPITAL PROJECT	412		12,210.00	12,210.00
YOUTH SERVICES CAP PROJECT	452		6,596.77	6,596.77
SENIORS HELP SENIORS CAP PROJE	453		2,500.00	2,500.00
MUNICIPAL FUEL FUND	625		125,000.00	125,000.00
TRUST & AGENCY	735		92,460.49	92,460.49
COMMUNITY PRESERVATION FUND	737		2,750.00	2,750.00
TOTAL ALL FUNDS			772,994.70	772,994.70

ADOPTED

11/04/09

TOWN OF RIVERHEAD

Resolution #1028

**TERMINATES THE MASTER DEVELOPER AGREEMENT BETWEEN THE TOWN OF RIVERHEAD CDA, THE TOWN OF RIVERHEAD PARKING DISTRICT NO.1 and RIVERHEAD RENAISSANCE, LLC**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Blass

**WHEREAS**, pursuant to resolution dated August 15, 2006, the Town of Riverhead Community Development Agency (CDA) and the Riverhead Parking District No.1 (Parking District), the CDA and the Parking District authorized the Chairman to execute a Master Developer Agreement (MDA) with Riverhead Renaissance, LLC (Apollo), and

**WHEREAS**, Apollo has not fulfilled its obligations pursuant to the agreement and property owners in the downtown area have complained that the existence of the MDA has in fact chilled private development within the downtown area, and

**NOW, THEREFORE, BE IT RESOLVED**, pursuant to §8.3(b) of the MDA, the Supervisor is authorized to terminate the MDA by giving 30 days notice to Riverhead Renaissance, LLC, and be it further

**RESOLVED**, the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Riverhead Renaissance, LLC, Department of Planning, CDA and the Office of Accounting.

**THE VOTE**

Wooten Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

The Resolution Was  Was Not

Thereupon Duly Declared Adopted