

**TOWN BOARD MEETING  
AGENDA  
PHILIP CARDINALE, Supervisor**

**October 16th, 2007**

**Edward Densieski, Councilman  
George Bartunek, Councilman**

**Barbara Blass, Councilwoman  
John Dunleavy, Councilman**

**Barbara Grattan, Town Clerk  
Dawn Thomas, Town Attorney**

**ELECTED OFFICIALS**

**Laverne Tennenberg  
Paul Leszczynski  
Mason E. Haas  
Mark Kwasna  
Maryann Wowak Heilbrunn  
Richard Ehlers  
Allen M. Smith**

**Chairwoman Board of Assessors  
Board of Assessors  
Board of Assessors  
Highway Superintendent  
Receiver of Taxes  
Town Justice  
Town Justice**

**DEPARTMENT HEADS**

**William Rothaar  
Leroy E. Barnes, Jr.  
Andrea Lohneiss  
Ken Testa  
Richard Hanley  
Chief David Hegermiller  
Ray Coyne  
Judy Doll  
John Reeve  
Michael Reichel  
Gary Pendzick**

**Accounting Department  
Building Department  
Community Development  
Engineering Department  
Planning Department  
Police Department  
Recreation Department  
Senior Services  
Sanitation Department  
Sewer District  
Water Department**

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

- Res. #965 Recreation Fund Budget Adjustment
- Res. #966 General Fund Budget Adjustment
- Res. #967 Sewer Fund Budget Adjustment
- Res. #968 Worker's compensation Budget Adjustment
- Res. #969 Calverton Sewer District Budget Adjustment
- Res. #970 East Creek Docking Facility Budget Adjustment
- Res. #971 General Fund Budget Adjustment
- Res. #972 Refuse and Garbage Budget Adjustment
- Res. #973 Water Department Budget Adjustment
- Res. #974 NYS Office of Children and Family Services Budget Adoption
- Res. #975 Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee for the Property Located at 3829 Middle Country Road, Calverton, New York
- Res. #976 Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 4000 Main Road, Calverton, New York
- Res. #977 Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 55 West Oakland Drive, Riverhead, New York
- Res. #978 Terminates Probationary Employee
- Res. #979 Transfer of a Maintenance Mechanic IV to the Position of a Water Treatment Plant Operator Trainee in the Water District (William Renten)

- Res. #980 Authorizes Daniel McCormick to Act s Special Prosecutor for Prosecution of Violations of the Code of the Town of Riverhead
- Res. #981 Appoints a Budget Technician to the Accounting Office (Cheryl Kozakiewicz)
- Res. #982 Appoints a Recreation Aide in the Recreation Department (Jasmin Aceituno)
- Res. #983 Ratifies the Transfer of a Maintenance Mechanic II to the Building and Grounds Division of the Engineering Department (James Pipczynski)
- Res. #984 Ratifies the Terms and Conditions of Employment for Juliann M. O'Neill
- Res. #985 Prestige Data Inc. – Rate Structure
- Res. #986 Promotes P.O. Mark Stromski to the Position of Detective Grade III
- Res. #987 Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 101, Entitled, “Vehicles & Traffic” of the Riverhead Town Code (§101-39. Definitions-Recreational Motor Vehicles)
- Res. #988 Ratifies the Acceptance of a Donated Vehicle
- Res. #989 Authorizes the Supervisor to Execute a Telephone Service and Maintenance Agreement
- Res. #990 Authorizes the Supervisor to Execute a Modification of an Easement Agreement Between the Town of Riverhead Public Parking District No.1 and Culinary Arts Riverhead, LLC
- Res. #991 Authorizes Town Clerk to Publish and Post Notice of Public Hearing – Special Permit of the Historic Village of Jamesport (Bistro)

Res. #992 Authorizes Town Clerk to Publish and Post Notice of Public Hearing – Special Permit of the Historic Village of Jamesport (Professional Office)

Res. #993 Authorizes the Town Clerk to Advertise for Bids on Professional Grade Rain Gear

Res. #994 Authorizes the Supervisor to Execute a License Agreement (BMI)

Res. #995 Designates a “Regionally Significant Project” for the County of Suffolk, Town of Riverhead Empire Zone Pursuant to General Municipal Law §957 (D)

Res. #996 Appoints Volleyball Attendants and Officials to the Recreation Department

Res. #997 Appoints and Re-Appoints Members to the Riverhead Human Service Advisory Bureau

Res. #998 Amends Resolution #933 of 2007 Authorizes the Supervisor to Execute a Construction Agreement

Res. #999 Authorizes Release of Developer Money Gendot Associates

Res.#1000 Bond Resolution Authorizing the Purchase of Equipment for Construction and Maintenance Purposes, for the Town of Riverhead, Suffolk County, New York, at a Maximum Estimated Cost of \$90,000, and Authorizing the Issuance of \$90,000 Bonds of Said Town to Pay the Cost Thereof

Res.#1001 Bond Resolution, Subject to Permissive Referendum, Authorizing the Reconstruction of Roads Throughout and in and for the Town of Riverhead, Suffolk County, New York, at a Maximum Estimated Cost of \$1,200,000, and Authorizing the Issuance of \$1,200,000 Bonds of Said Town to Pay the Cost Thereof

Res.#1002 Pay Bills

October 16, 2007

# Adopted

TOWN OF RIVERHEAD

RECREATION FUND

BUDGET ADJUSTMENT

RESOLUTION # 965

COUNCILMAN BARTUNEK

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

**BE IT RESOLVED**, that the Supervisor be, and is hereby, authorized to establish budget adjustments for the Recreation Fund as per the attached list:

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

				<u>FROM</u>	<u>TO</u>
006	76250	515667	SOFTBALL LEAGUE SCOREKEEPER		50.00
006	73100	518600	SEASONAL EMPLOY RECREATIONA		4,800.00
006	76210	518600	CHAPERONES FOR BUS TRIPS	(500.00)	
006	71800	518607	SEASONAL EMPLOYEE ATTENDANT		670.00
006	76203	518700	ARTS & CRAFTS INSTRUCTORS	(500.00)	
006	76204	518700	PROGRAMS INSTRUCTORS		3,400.00
006	76260	518700	NON-LEAGUE SPORTS INSTRUCTO	(3,000.00)	
006	76202	518763	PHYSICAL FITNESS INSTRUCTOR	(500.00)	
006	73100	520000	EQUIP & CAPITAL OUTLAY	(2,420.00)	
006	73100	543405	TRAVEL EXPENSE	(1,000.00)	
006	76250	545000	SOFTBALL LEAGUE INSURANCE	(1,000.00)	

October 16, 2007

# Adopted

TOWN OF RIVERHEAD

GENERAL FUND

BUDGET ADJUSTMENT

RESOLUTION # 966

COUNCILMAN DUNLEAVY

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

**BE IT RESOLVED**, that the Supervisor be, and is hereby, authorized to establish budget adjustments for the General Fund as per the attached list:

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

				<u>FROM</u>	<u>TO</u>
001	13100	543900	MISCELLANEOUS CONSULTANTS		7,000.00
001	13100	549000	MISCELLANEOUS EXPENSES	(7,000.00)	
001	31200	512100	POLICE OVERTIME PAY		40,000.00
001	31200	515503	CROSSING GUARDS	(20,000.00)	
001	31200	519100	POLICE TERMINATION PAY	(20,000.00)	
001	36200	511500	PERSONAL SERVICES (12F,5P/T	(40,000.00)	
001	36200	512500	OVERTIME	(2,700.00)	
001	36200	543927	SERVICE BUREAU EXPENSE		2,700.00
001	36250	511500	PERSONNEL SERVICES (5F,1P)		40,000.00
001	71800	518607	BEACH ATTENDANT		2,550.00
001	71800	542600	PRINTING EXPENSES	(1,550.00)	
001	71800	546000	UTILITIES	(1,000.00)	
001	75200	540000	CONTRACTUAL EXPENSES		5,000.00
001	79890	511500	PERSONAL SERVICES (1F,11 P/	(5,000.00)	

October 16, 2007

**Adopted**

TOWN OF RIVERHEAD

SEWER FUND

BUDGET ADJUSTMENT

RESOLUTION # <sup>967</sup>

COUNCILMAN DENSIESKI

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

**BE IT RESOLVED**, that the Supervisor be, and is hereby, authorized to establish budget adjustments for the Sewer Fund as per the attached list:

		<u>FROM</u>	<u>TO</u>
114.081300.524175	Trucks	30,000	
114.081300.524175	Pump Station Maintenance		30,000

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

October 16, 2007

# Adopted

TOWN OF RIVERHEAD

WORKER'S COMPENSATION

BUDGET ADJUSTMENT

RESOLUTION # 968

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK

**BE IT RESOLVED**, that the Supervisor be, and is hereby, authorized to establish budget adjustments for the Workers Compensation Fund as per the attached list:

		<u>FROM</u>	<u>TO</u>
173.17100.511500	Personnel Services	8,200	
173.19300.548210	General Fund	24,100	
173.17220.548210	General Fund Excess Insurance		22,500
173.17220.548220	Highway Fund Excess Insurance		1,300
173.19300.548220	Highway Fund		8,500

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

October 16, 2007

Adopted

TOWN OF RIVERHEAD

CALVERTON SEWER DISTRICT

BUDGET ADJUSTMENT

RESOLUTION # 969

COUNCILMAN BARTUNEK

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

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

		<u>FROM</u>	<u>TO</u>
124.081300.524000	Plant Equipment	2,000	
124.081300.543320	Professional Svcs-Attorney	3,000	
124.081300.546400	Utilities – Water	5,000	
124.081300.546203	Utilities – Electric/Plant		10,000

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

October 16, 2007

# Adopted

TOWN OF RIVERHEAD

EAST CREEK DOCKING FACILITY

BUDGET ADJUSTMENT

RESOLUTION # 970

COUNCILMAN DUNLEAVY

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

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

		<u>FROM</u>	<u>TO</u>
122.072300.541000	Cont Expenses	4,600	
122.072300.511500	Personnel Services		4,600

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

OCTOBER 16, 2007

Adopted

TOWN OF RIVERHEAD

GENERAL FUND

BUDGET ADJUSTMENT

RESOLUTION # 971

COUNCILMAN DENSIESKI

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

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

		<u>FROM</u>	<u>TO</u>
001.075100.540000	Office and Travel Expenses	3,100	
001.075100.544210	Suffolk County Historical Society		3,100

**THE VOTE**

Dunleavy  Yes  No      Bartunek  Yes  No  
 Blass  Yes  No      Densieski  Yes  No  
 Cardinale  Yes  No

October 16, 2007

**Adopted**

TOWN OF RIVERHEAD

REFUSE AND GARBAGE

BUDGET ADJUSTMENT

RESOLUTION # 972

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

**BE IT RESOLVED**, that the Supervisor be, and is hereby, authorized to establish budget adjustments for the Refuse & Garbage Fund as per the attached list:

		<u>FROM</u>	<u>TO</u>
115.081600.547503	Special Items – Hazardous Waste	4,000	
115.081600.524175	Trucks		4,000

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

October 16, 2007

# Adopted

TOWN OF RIVERHEAD

WATER DEPARTMENT

BUDGET ADJUSTMENT

RESOLUTION # 973

COUNCILMAN BARTUNEK

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

**BE IT RESOLVED**, that the Supervisor be, and is hereby, authorized to establish budget adjustments for the Water Fund as per the attached list:

		<u>FROM</u>	<u>TO</u>
112.083200.524000	Equipment	20,000	
112.083200.524400	Field Equipment	20,000	
112.083200.541500	Motor Equipment Expense	10,000	
112.083200.543401	Education Training	2,000	
112.083200.546100	Utilities – Telephone	3,500	
112.083100.541500	Sick Buy Back		15,500
112.083200.541100	Repairs		40,000

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

October 16, 2007

# Adopted

TOWN OF RIVERHEAD

NYS OFFICE OF CHILDREN AND FAMILY SERVICES

BUDGET ADOPTION

RESOLUTION # 974

COUNCILMAN DUNLEAVY

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

**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 Donations	3,000	
406.070200.471000.40192	Equipment		3,000

**THE VOTE**

Dunleavy  Yes  No      Bartunek  Yes  No  
 Blass  Yes  No      Densieski  Yes  No  
 Cardinale  Yes  No

10/16/07

TOWN OF RIVERHEAD

Adopted

Resolution # 975

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 3829 MIDDLE COUNTRY ROAD, CALVERTON, NEW YORK

COUNCILMAN DENSIESKI

offered the following resolution, was seconded by

COUNCILWOMAN BLASS

WHEREAS, the Town Board has determined that the property situated at 3829 Middle Country Road, Calverton, New York is being used and occupied in violation of various sections of the Code of the Town of Riverhead;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that Dawn C. Thomas, Town Attorney for the Town of Riverhead is authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the property situated at 3829 Middle Country Road, 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 the structures situated upon such; 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.

THE VOTE

Bartunek  Yes  No    Dunleavy  Yes  No  
Blass  Yes  No    Densieski  Yes  No

Cardinale  Yes  No

The Resolution  Was  Was Not  
Thereupon Duly Declared Adopted

10/16/07

TOWN OF RIVERHEAD

Adopted

Resolution # 976

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 4000 MAIN ROAD, CALVERTON, NEW YORK

**COUNCILWOMAN BLASS**

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

**COUNCILMAN BARTUNEK**

WHEREAS, the Town Board has determined that the property situated at 4000 Main Road, Calverton, New York is being used and occupied in violation of various sections of the Code of the Town of Riverhead and/or the New York State Uniform Fire Prevention and Building Code;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that Dawn C. Thomas, Town Attorney for the Town of Riverhead is authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the property situated at 4000 Main Road, Calverton, 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 the structures situated upon such; 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.

THE VOTE

Bartunek ~~Yes~~  Yes  No Dunleavy ~~Yes~~  Yes  No  
Blass ~~Yes~~  Yes  No Densieski ~~Yes~~  Yes  No

Cardinale ~~Yes~~  Yes  No

The Resolution ~~Was~~  Was  Was Not  
Thereupon Duly Declared Adopted

10/16/07

TOWN OF RIVERHEAD

Adopted

Resolution # 977

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 55 WEST OAKLAND DRIVE, RIVERHEAD, NEW YORK

COUNCILMAN BARTUNEK

offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY

WHEREAS, the Town Board has determined that the property situated at 55 West Oakland Drive, Riverhead, New York is being used and occupied in violation of various sections of the Code of the Town of Riverhead and the New York State Uniform Fire Prevention and Building Code;

NOW, THEREFORE, BE IT HEREBY 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 structures situated at 55 West Oakland Drive, Riverhead, New York in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property and the structures situated upon such; 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.

THE VOTE

Bartunek  Yes  No    Dunleavy  Yes  No  
Blass  Yes  No    Densieski  Yes  No

Cardinale  Yes  No

The Resolution  Was  Was Not  
Thereupon Duly Declared Adopted

October 16, 2007

Adopted

**TOWN OF RIVERHEAD**

**Resolution # 978**

**TERMINATES PROBATIONARY EMPLOYEE**

**COUNCILMAN DUNLEAVY**

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

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

**COUNCILMAN DENSIESKI**

**RESOLVED**, that William Thompson, employed as a Senior Auditor in the Accounting Department, be terminated effective close of business, October 9, 2007, and

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

**The Vote**

**Dunleavy** ~~Yes~~ No

**Bartunek** ~~Yes~~ No

**Blass** ~~Yes~~ No

**Densieski** ~~Yes~~ No

**Cardinale** ~~Yes~~ No

**THE RESOLUTION ~~X~~ WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED**

October 16, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 979

**TRANSFER OF A MAINTENANCE MECHANIC IV  
TO THE POSITION OF A WATER TREATMENT PLANT OPERATOR TRAINEE  
IN THE WATER DISTRICT**

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

**WHEREAS**, a vacancy exists for the position of Water Treatment Plant Operator Trainee in the Water District, and

**WHEREAS**, the position was duly posted, job posting #17, interviews conducted, and the recommendation from the Water District Superintendent has been received..

**NOW, THEREFORE, BE IT RESOLVED**, that effective October 21, 2007, the Town Board hereby transfers William Renten to the position of Water Treatment Plant Operator Trainee in the Water District as found in Group 9, Step 8A of the Operational and Technical Salary Schedule, and

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

**The Vote**

Dunleavy  Yes  No      Bartunek  Yes  No  
Blass  Yes  No      Densieski  Yes  No  
Cardinale  Yes  No

THE RESOLUTION  WAS  WAS NOT

**THEREFORE DULY ADOPTED**

10/16/07

Adopted

TOWN OF RIVERHEAD

Resolution # 980

**AUTHORIZES DANIEL MCCORMICK TO ACT AS SPECIAL PROSECUTOR FOR PROSECUTION OF VIOLATIONS OF THE CODE OF THE TOWN OF RIVERHEAD**

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

**NOW THEREFORE BE IT HEREBY RESOLVED**, that Daniel McCormick is hereby authorized to act as Special Assistant District Attorney for the prosecution of violations of the Code of the Town of Riverhead ("Town Code"); and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Town Attorney and the Suffolk County District Attorney.

**THE VOTE**  
Dunleavy  yes \_\_\_ no \_\_\_ Bartunek  yes \_\_\_ no \_\_\_  
Blass  yes \_\_\_ no \_\_\_ Densieski  yes \_\_\_ no \_\_\_  
Cardinale  yes \_\_\_ no \_\_\_  
**THE RESOLUTION ~~WAS~~ WAS NOT THEREFORE DULY ADOPTED**

October 16, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 981

**APPOINTS A BUDGET TECHNICIAN TO THE ACCOUNTING OFFICE**

COUNCILMAN BARTUNEK

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

resolution, which was seconded by COUNCILMAN DUNLEAVY

**WHEREAS**, a vacancy exists for the position of Budget Technician in the Accounting Office, and

**WHEREAS**, the position was duly posted, job posting #26, and a recommendation from the Financial Administrator has been received.

**NOW, THEREFORE, BE IT RESOLVED**, that effective October 17, 2007, the Town Board hereby appoints Cheryl Kozakiewicz to the position of Budget Technician in the Accounting Office as found in Group 4, Step 3A of the Administrative Salary Schedule, and

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

**The Vote**

Dunleavy <del>Yes</del> No	Bartunek <del>Yes</del> No
Blass <del>Yes</del> No	Densieski <del>Yes</del> No
Cardinale <del>Yes</del> No	

THE RESOLUTION  WAS  WAS NOT

**THEREFORE DULY ADOPTED**

October 16, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 982

**APPOINTS A RECREATION AIDE IN THE RECREATION DEPARTMENT**

COUNCILMAN DUNLEAVY

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

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

**WHEREAS**, the need for a call-in Recreation Aide exists in the Recreation Department to work at the George Young Community Center, and

**WHEREAS**, Jasmin Aceituno has been serving as a seasonal Recreation Aide, and it is the recommendation of her Department Head that Jasmin Aceituno be appointed to this position.

**NOW, THEREFORE, BE IT RESOLVED**, that effective October 19, 2007 Jasmin Aceituno is hereby appointed to the position of call-in Recreation Aide at the hourly rate of \$10.00.

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

The Vote

Dunleavy ~~Yes~~ No

Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION  WAS  WAS NOT

**THEREFORE DULY ADOPTED**

October 16, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 983

**RATIFIES THE TRANSFER OF A MAINTENANCE MECHANIC II TO THE BUILDING AND GROUNDS DIVISION OF THE ENGINEERING DEPARTMENT**

COUNCILMAN DENSIESKI

offered the following

resolution, which was seconded by

COUNCILWOMAN BLASS

**WHEREAS**, a vacancy exists for the position of Maintenance Mechanic II in the Building and Grounds Division of the Engineering Department, and

**WHEREAS**, the Town Board and the Department Head wishes to transfer James Pipczynski to this position.

**NOW, THEREFORE, BE IT RESOLVED**, that effective October 5, 2007, the Town Board hereby transfers James Pipczynski to the position of Maintenance Mechanic II in the Building and Grounds Division of the Engineering Department at his current grade and step on the Operational and Technical Salary Schedule, and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to James Pipczynski, the Engineering Department, the Personnel Officer and the Accounting Department.

**The Vote**

Dunleavy ~~Yes~~ No

Bartunek ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION  WAS  WAS NOT

**THEREFORE DULY ADOPTED**

October 16, 2007

TOWN OF RIVERHEAD

Adopted

Resolution # 984

**RATIFIES THE TERMS AND CONDITIONS OF  
EMPLOYMENT FOR JULIANN M. O'NEILL  
COUNCILWOMAN BLASS**

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

**WHEREAS**, the Town wishes to establish the terms and conditions of employment of Juliann O'Neill in the exempt full-time position of Deputy Town Clerk in the Town Clerk's office; and

**WHEREAS**, the Town and O'Neill believe that written terms and conditions of employment are necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the Town; and

**WHEREAS**, this Agreement supersedes all prior agreements between the parties; and

**NOW THEREFORE BE IT RESOLVED**, the terms and conditions of O'Neill in her exempt, confidential position as Deputy Town Clerk in the office of the Town Clerk of the Town of Riverhead, shall, effective October 1, 2007, and continue until terminated by the Town or O'Neill on an at-will basis, as follows:

**ARTICLE I**

**DURATION**

1. This Agreement shall be effective as of October 1, 2007 and shall continue in full force and effect until and including the 31st day of December 2007; provided, however, that pursuant to New York State Law, O'Neill serves at the pleasure of the Town Clerk and O'Neill may therefore be terminated at any time for any reason at the sole discretion of the Town Clerk, in which event these terms and conditions and the parties' obligations and rights there under shall be terminated effective on the date of O'Neill's termination..

## ARTICLE II

### RECOGNITION

1. The Town recognizes O'Neill's right to bargain for the terms and conditions of her employment with the Town. Both parties acknowledge that this Agreement is personal to O'Neill and shall not inure to her successor. Such recognition is for the period of this Agreement or extensions hereof.

2. O'Neill affirms that she does not assert the right to strike against the Town, or to assist or participate in any such strike, picket, job action or any work slowdown.

3. The Town recognizes O'Neill's right to designate a representative to appear on her behalf to discuss salaries, working conditions, grievances and disputes relative to the terms and conditions of this Agreement and to confer with O'Neill during working hours. The representative's activities shall not disrupt the orderly and smooth operation of Town government.

## ARTICLE III

### HOURS OF WORK

1. O'Neill's basic work week shall be 35 hours per week.

2. O'Neill shall be entitled to the same paid holidays as the civil service employees.

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

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

(c) Personal leave must be approved by the Town Clerk. O'Neill must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which he had no prior knowledge, in which case O'Neill must notify the Town Clerk or designee of such absence. Failure to notify the Town Clerk or designee of her absence will result in loss of pay for the day's absence.

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

sister-in-law, son-in-law, or stepchild.

5. Jury Service. O'Neill will be paid her regular salary while performing jury service upon documentary proof being filed with the Town Attorney. O'Neill shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by O'Neill.

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

7. Parentage Leave. O'Neill shall receive a parentage leave as defined in the 2004-2007 CSEA contract, Article III, Section 5.

#### **ARTICLE IV**

#### **VACATIONS**

1. O'Neill shall be entitled to vacation time equal to the provisions defined in the 2004-2007 CSEA contract, Article IV.

#### **ARTICLE V**

#### **SICK LEAVE**

1. O'Neill shall be entitled to sick time equal to the provisions defined in the 2004-2007 CSEA contract, Article V, excepting Section 2.a. shall be amended to exclude conditions.

#### **ARTICLE VI**

#### **GRIEVANCE PROCEDURE**

1. Consideration of Grievance.

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

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

2. Time of Hearings.

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

3. Representation.

O'Neill shall have the right at all times to representation of her choosing.

4. Limitations.

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

5. Withdrawn Grievances.

O'Neill may withdraw a grievance at any point in the grievance procedure.

## ARTICLE VII

### PENSION AND LONGEVITY

O'Neill represents that she is a member of the New York State Employees Retirement System. As a Tier IV employee, she is a participant in the Article 15 Coordinated Retirement Plan.

O'Neill shall receive longevity pay after completing the following years of continuous service: four percent (4%) of base pay after ten (10) years of service; five percent (5%) of base pay after fifteen (15) years of service; seven percent (7%) of base pay after twenty (20) years of service. Longevity pay shall be paid to O'Neill in a lump sum payment during the first full pay period of the month in which O'Neill's anniversary occurs.

## ARTICLE VIII

### HEALTH INSURANCE

1. O'Neill shall be entitled to health insurance equal to the provisions defined in the 2004-2007 CSEA contracts, Article X excepting that Section 1.a. be amended to include 100% of the premium rates.

## ARTICLE IX

### MANAGEMENT RIGHTS

1. O'Neill recognizes that all of the functions, rights, powers, responsibilities and authority of the Town which the Town has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Town. O'Neill recognizes that the Town has the responsibility to manage the Town, direct its employees, determine the number of employees it will employ, has the right to hire, suspend, discharge, discipline, promote, demote, or transfer its employees, subject, however, to the provisions of the Civil Service Law.

O'Neill agrees, in recognition of management's rights, not to request the Town to bargain with respect to the preceding paragraph during the term of this Agreement, except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment. Any violation of the Agreement is subject to the Grievance procedure.

2. O'Neill and the Town Board recognize that strikes and other forms of work stoppages by Civil Service employees are contrary to law and public policy. O'Neill and the Town Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the normal duties necessary to the operation of the Town.

O'Neill, therefore, agrees that she will not engage in a strike, work stoppage, job action or concerted refusal to perform work.

## ARTICLE X

### GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend O'Neill in any action arising out of an assault on O'Neill on Town business, and the Town hereby agrees to defend, indemnify, and hold O'Neill harmless for any and all acts performed for the Town, its agents and employees, including

but not limited to preparation, certification and sealing of plans prepared exclusively for the Town, its agents and employees, provided O'Neill was acting within the scope of her employment

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

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

4. If O'Neill is absent without leave or without due notification to the Town Attorney, she shall suffer loss of pay for the days of such absence.

5. O'Neill will be paid every two (2) weeks on Thursday of the latter week.

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

7. Safety equipment shall be furnished by the Town Board to O'Neill at no cost to her.

8. The Town shall make available a safe and reliable vehicle to O'Neill for use on Town business.

9. to the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax laws, the Town shall establish a deferred compensation plan for O'Neill.

## ARTICLE XI

### WAGES

O'Neill shall receive the following annual salary:

2007 - \$42, 289.00, pro-rated for the remainder of the year.

O'Neill's base salary for each remaining year of this Agreement shall not be less than that of the preceding year.

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Juliann O'Neill, the office of the Town Clerk, the Accounting Office and the Personnel Officer.

**The Vote**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

THE RESOLUTION  WAS  WAS NOT

**THEREFORE DULY ADOPTED**

October 16, 2007

TOWN OF RIVERHEAD

Adopted

PRESTIGE DATA INC. – RATE STRUCTURE

RESOLUTION # 985

COUNCILMAN BARTUNEK

\_\_\_\_\_ offered the following Resolutions which was  
seconded by \_\_\_\_\_  
COUNCILMAN DUNLEAVY

**WHEREAS**, PRESTIGE DATA, Inc. is a Software Consultant for the Town of Riverhead since February 1990; and

**WHEREAS**, the Town of Riverhead has received a rate structure for 2007; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby approves the attached rate schedule of PRESTIGE DATA Inc. effective October 1, 2007, and

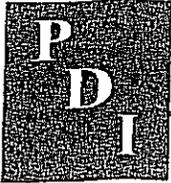
**BE IT FURTHER, RESOLVED**, a certified copy of this resolution is forwarded to **PRESTIGE DATA Inc.** and the Accounting Department.

**THE VOTE**

Dunleavy  Yes  No      Bartunek  Yes  No

Blass  Yes  No      Densieski  Yes  No

Cardinale  Yes  No



PRESTIGE DATA INC.

631-929-0749

475 Northside Road  
Wading River, New York 11792

September 20, 2007

Lori U. Pipeczynski  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

Dear Lori:

For more than 17 years Prestige Data Inc. has been performing consulting and contract programming services for the Town of Riverhead. The following applications have been developed to exclusively meet the needs of the Town employees, they include the Tax Receiving and Billing System, Water Billing System, Scavenger Waste Billing System and Receipting, and Vehicle Maintenance System. I have provided programming support for the MGS1 applications including Payroll, Fund Accounting, Budget Preparation, Purchasing, Fixed Assets and Check Reconciliation. It has been 10 years since I have requested a rate increase and respectfully request my hourly rate to be \$110.00 per hour for services rendered to the Town of Riverhead effective October 1, 2007.

Please feel free to contact me to discuss this if necessary.

Sincerely,

Craig B. Vasey  
President

ADDENDUM TO AGREEMNT  
Between  
TOWN OF RIVERHEAD  
And  
PRESTIGE DATA  
475 Northside Road  
Wading River, NY 11792

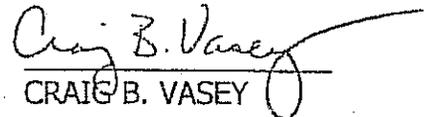
ADDENDUM made by and between TOWN OF RIVERHEAD and PRESTIGE DATA amending an agreement made the 18<sup>st</sup> day of March, 1997, by and between the parties which established the rate per hour for consulting fees. The rate for counseling fees is hereby amended to be ONE HUNDRED TEN DOLLARS (\$110.00) per hour effective October 1, 2007. All other terms and conditions of the original agreement remain in full force and effect.

Dated : Riverhead, New York  
September 30, 2007

TOWN OF RIVERHEAD

PRESTIGE DATA

\_\_\_\_\_  
PHIL CARDINALE  
Town Supervisor

  
CRAIG B. VASEY

October 16, 2007

Adopted

**TOWN OF RIVERHEAD**

Resolution # 986

**PROMOTES P.O. MARK STROMSKI TO THE POSITION OF DETECTIVE GRADE III**

COUNCILMAN DUNLEAVY

COUNCILMAN DENSIESKI

offered the following resolution, which was seconded by

**WHEREAS**, Police Officer Mark Stromski has been assigned to the Detective Squad of the Riverhead Police Department since May 5, 2006; and

**WHEREAS**, a recommendation has been forwarded by Chief David J. Hegermiller to promote Mark Stromski to the position of Detective Grade III.

**NOW THEREFORE BE IT RESOLVED**, that effective November 6, 2007, Mark Stromski is promoted to the position of Detective Grade III at an annual salary as is provided in the current labor contract that exists between the Riverhead Police Benevolent Association and the Town of Riverhead; and,

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby directed to forwarded a copy of this resolution to Mark Stromski, the Chief of Police and the Office of Accounting.

DUNLEAVY  YES \_\_\_ NO BARTUNEK  YES \_\_\_ NO

BLASS  YES \_\_\_ NO DENSIESKI  YES \_\_\_ NO

CARDINALE  YES \_\_\_ NO

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

10/16/07

Adopted

TOWN OF RIVERHEAD

Resolution # 987

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT OF CHAPTER 101, ENTITLED, "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE**  
**(§101-39. Definitions. – Recreational Motor Vehicles)**

COUNCILMAN DENSIESKI

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

COUNCILWOMAN BLASS

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

**RESOLVED**, that the Town Clerk is hereby authorized to post and publish the attached public notice to consider a proposed local law to consider the amendment of Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the October 25, 2007 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

**RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Police Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no

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

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that a public hearing will be held on the 7th day of November, 2007 at 2:45 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

Chapter 101  
VEHICLES AND TRAFFIC  
ARTICLE IX  
**Recreational Motor Vehicles**

**§ 101-39. Definitions.**

In this chapter, unless the context requires otherwise, the following terms shall have the meanings indicated:

**PUBLIC PROPERTY** -- All sidewalks, easements or other areas dedicated or commonly used by the public, as well as all lands in which title is vested in the Town of Riverhead, other political subdivisions or agencies or public authorities thereof, located within the Town of Riverhead,  ~~but not including public highways.~~

Overstrike represents deletion(s)

Dated: Riverhead, New York  
October 16, 2007

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

**BARBARA GRATTAN, Town Clerk**

October 16, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 988

RATIFIES THE ACCEPTANCE OF A DONATED VEHICLE

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

WHEREAS, a 1981 Ford, Model 8000 Truck, has become surplus to the Riverhead Fire Department; and

WHEREAS, the Riverhead Fire Department has offered to donate this vehicle to the Town of Riverhead for use by the Police Department; and

WHEREAS, after careful consideration, it has been determined that this piece of equipment has useful life and should be accepted by the Riverhead Police Department to aid in operations and investigations within the Town; and

WHEREAS, it is the recommendation of Chief David J. Hegermiller that the Town Board accept this donation.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board ratifies the acceptance of this vehicle and that the Accounting Department is hereby authorized to add this donation to the Fixed Asset System as follows:

1981 Ford, Model 8000 Truck, VIN 1FDYD80U1BVJ10871

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

THE VOTE  
Dunleavy ✓ yes \_\_\_ no \_\_\_ Bartunek ✓ yes \_\_\_ no \_\_\_  
Blass ✓ yes \_\_\_ no \_\_\_ Densieski ✓ yes \_\_\_ no \_\_\_  
Cardinale ✓ yes \_\_\_ no \_\_\_  
THE RESOLUTION ~~X~~ WAS \_\_\_ WAS NOT  
THEREFORE DULY ADOPTED

10/16/07

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 989

AUTHORIZES THE SUPERVISOR TO EXECUTE A TELEPHONE SERVICE AND MAINTENANCE AGREEMENT

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

WHEREAS, the Town of Riverhead requires the use of a telephone communications system for the effective and efficient operation of town government and constituent services; and

WHEREAS, NextiraOne, LLC, doing business as Black Box Network Services, is a company engaged in the business of providing telephone service and maintenance; and

WHEREAS, NextiraOne, LLC, has agreed to reduce the cost of telephone maintenance from the previous agreement resulting in a savings to the Town of Riverhead of approximately four thousand dollars per year during the proposed three year term of the agreement.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached telephone service and maintenance agreement with NextiraOne, LLC; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Jack Lord, Black Box Network Services, Voice Services, 250 Park Avenue, 3<sup>rd</sup> Floor, New York, New York 10177; the Office of the Supervisor; the Accounting Department; Engineering Department: ATTN: Leisa Sollazzo; and the Office of the Town Attorney.

THE VOTE

Bartunek  Yes  No      Dunleavy  Yes  No  
Blass  Yes  No      Densieski  Yes  No  
Cardinale  Yes  No

The Resolution  Was  Was Not Thereupon Duly Declared Adopted

# Maintenance Services Agreement



1. **AGREEMENT.** This Maintenance Services Agreement is between Town of Riverhead ("you" or "Customer") and NextiraOne, LLC d/b/a Black Box Network Services and its operating entities (collectively, "Black Box"), and sets forth the legal rights and obligations governing your orders for the purchase of the services described herein. Customer represents that it owns or leases certain communications and/or Internetworking electronic equipment and licenses the associated software (collectively, the "System") as described in the attached Customer Inventory Schedule(s). Black Box agrees to furnish such requested maintenance services (hereinafter referred to as "Maintenance" or "Services") for the System. The System and its location(s) (the "Premises") are described in the Order and the Customer Inventory Schedule(s). Customer will be provided Services by NextiraOne, LLC d/b/a Black Box Network Services and/or its applicable subsidiaries and affiliates, with work performed in California by NextiraOne California, LP and work performed in Alabama, Arkansas, Florida, Mississippi and Tennessee by NXO Installation, LLC. This Agreement consists of these terms and conditions, signed order form(s) (individually the "Order" and collectively the "Orders"), a Scope of Work ("SOW") if applicable, Customer Inventory Schedule(s), a Service Plan if applicable, and applicable software license ("Software") (collectively, the "Agreement") and all such documents shall be incorporated into this Agreement by reference and become part of this Agreement during the Term (as defined below).

2. **TERM.** The term of this Agreement shall commence on September 1 2007 (the "Effective Date"), and will continue August 31 2010 (36) months thereafter (the "Term"), and this Agreement shall apply to any Order placed during the Term, even if performance extends beyond the Term. If neither Customer nor Black Box provides the other written notice of cancellation at least thirty (30) days prior to the end of the Term or the end of the term of any Order placed hereunder, the Term or the term of such Order will automatically renew for an additional period of one (1) year at Black Box's then current rate(s).

3. **SERVICE FEE.** The price for Services, excluding applicable taxes, is set forth on the Order (the "Service Fee"). The Service Fee, plus all applicable taxes, shipping, handling and other charges, is due annually in advance, unless otherwise agreed in writing by the parties and set forth on the Order. Customer is responsible for and agrees to pay all applicable taxes or provide evidence of its tax exempt status no later than the date of any Order. If sales or use taxes are not invoiced or collected, and it is later determined that sales or use taxes apply, Customer agrees to pay such taxes, with any interest or penalties. All charges are due on receipt of invoice. Service Fees received more than thirty (30) days after billing are subject to a late payment charge the lesser of one and one-half percent (1.5%) for each thirty (30) day period that they remain unpaid or the maximum permitted by law.

4. **SERVICE FEE ADJUSTMENTS.** Black Box may increase the Service Fee for Customer requested additions to or moves of components of the System and additions or changes to the configuration of the System, a component of the System, including any upgrades and new peripheral devices ("Modifications"). Black Box will maintain modifications performed by a party other than Black Box only if Customer's modified system is verified by Black Box at Customer's expense to be operating in accordance with manufacturer's standards for service and maintenance. Customer agrees to pay Black Box's then current time and materials rates for such verification efforts in the event Black Box agrees to maintain such modifications.

5. **ORDERING PROCEDURES.** Customer shall sign an Order, in the form set forth as Exhibit A, for Maintenance ordered during the Term. Multiple Services may be ordered under one Order. Black Box shall acknowledge acceptance of Customer's Order by executing said Order. Black Box may acknowledge a Customer-issued purchase order as an Order; however, the parties acknowledge that a Customer's purchase order or other similar document is for the Customer's convenience only and if acknowledged by Black Box, these terms and conditions shall apply to the Order and any terms and conditions on the Customer purchase order shall have no effect on this Agreement, the Order or the Services provided under this Agreement.

6. **SERVICE EXCLUSIONS.** (A) Services do not include repairs or replacements necessitated by: (i) fire, explosion, power irregularities, power surges, acts of God, including, without limitation, earthquakes, rains, floods or lightning, or any other cause not attributable to Black Box or a defect in the System that is not eligible for Service under the SOW or applicable Service Plan; (ii) deterioration of materials which, by their nature, have a limited shelf life (including, without limitation, batteries); (iii) Customer's failure to follow operation, maintenance, warranty, or environmental requirements described in any of the manufacturer's manuals or product bulletins, or in Black Box manuals and other documentation provided to Customer; (iv) Customer's addition(s), alteration(s), modification(s), enhancement(s) or repair(s) to, or disassembly of, the System; (v) damages resulting from mishandling, abuse, or misuse of the System by Customer or a third party; (vi) relocation of the

System without Black Box's written consent (other than telephones relocated in accordance with the manufacturer's specifications); (vii) failures or required changes resulting from the local exchange company, interexchange carrier, the power company or other transmission providers; or (viii) any other service not required to keep the System in good operating condition for normal use. (B) When Black Box determines that the System or any component thereof can no longer be effectively maintained for any reason, including but not limited to, usage, environmental conditions, or lack of readily available replacement parts or Software, Black Box shall provide Customer at least thirty (30) days written notice and reserves the right to cancel, in whole or in part, its Service obligations for a System or any component thereof. In the event of such cancellation, Black Box shall provide Customer a prorated refund.

7. **CUSTOMER RESPONSIBILITIES.** Customer will: (i) allow Black Box access to all Customer Premises necessary for the performance of work; (ii) comply with all local codes, including, the National Electrical Code; (iii) authorize Black Box, at Customer's expense, to make service requests upon third parties for System interconnection requirements; (iv) cooperate with Black Box's requests for assistance in testing; (v) be responsible for providing adequate back-up of data and for restoring data to a repaired System; (vi) immediately notify Black Box of any anticipated delay in facility availability; (vii) be responsible for implementation and maintenance of security features for defense of the System against unauthorized intrusion or long distance calling, e.g., toll fraud, and Customer will be solely responsible for payment of long distance, toll and other telecommunications charges incurred through use of the System; (viii) provide remote access to its equipment for remote diagnostics and in the event that the Customer fails to provide such remote access or demands an immediate dispatch, Black Box may bill Customer a service call fee for any such service calls; (ix) document and report Equipment malfunctions after discovery; and (x) pay, at Black Box's then current time and material rates, for any expenses related to delays resulting from conditions at the Premises.

8. **SOFTWARE LICENSE.** (A) **Direct License.** Customer acknowledges that Customer's Software license is granted directly by the Software publisher or equipment manufacturer from which the Software is provided, and not by Black Box. Customer agrees to be bound by the Software publisher's or equipment manufacturer's Software license agreement attached to the Order. (B) **Grant of License.** Absent such direct license, Black Box grants Customer a non-exclusive license to use the Software in the System for its useful life, provided Customer: (i) does not disclose information about the Software to a third party without Black Box's prior consent; (ii) uses the System solely for Customer's internal business purposes; (iii) does not copy any part of the Software without Black Box's consent (except for a single copy for backup purposes only); (iv) does not attempt to develop any source code from the Software; (v) does not attempt to reverse engineer, decompile, disassemble, alter, add to, delete from, or otherwise modify the Software, except to the extent that such modification capability is an intended feature of the Software; and (vi) returns, erases or destroys any Software on any media being recycled or discarded and so certifies to Black Box. Customer may transfer the right to use the Software only to an end user who acquires the right to use the System and agrees to be bound by the terms of this license. (C) Notwithstanding any other provision of this Agreement, Customer's failure to comply with the terms of this Section shall be deemed a material breach and Black Box shall be entitled to immediately terminate this Agreement and all of Customer's rights and privileges to the Software, and to seek injunctive and other equitable relief.

9. **HAZARDOUS SUBSTANCES.** Customer represents and warrants that the Premises shall: (i) be in compliance with all applicable federal, state and local laws, rules and regulations, including hazardous waste and environmental laws and/or regulations; (ii) be safe; and (iii) not contain, present, or expose Black Box employees or agents to asbestos or other hazardous materials or substances. If Customer breaches this Section, Black Box may immediately suspend performance until Customer has corrected such condition(s) and/or terminate this Agreement with respect to such Premises without liability.

10. **MAINTENANCE OBLIGATIONS.** Black Box's Maintenance obligations are set forth in this Section, the SOW and/or the Service Plan (if applicable), attached to each Order. Black Box shall respond to System failures, either on-site or remotely, pursuant to the applicable Service Plan, Maintenance, unless otherwise stated in the SOW or applicable Service Plan, shall include furnishing parts and labor necessary to maintain the System in good operating condition in accordance with the manufacturer's specifications for service and maintenance. Repair and replacement parts may be new or reconditioned to be the functional equivalent of new.

11. **LIMITED WARRANTY.** BLACK BOX WARRANTS THAT WORK PERFORMED UNDER THIS AGREEMENT SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER AND BE FREE FROM MATERIAL DEFECTS FOR A PERIOD OF THIRTY (30) DAYS FROM

DATE OF PERFORMANCE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF SUCH WARRANTY SHALL BE CORRECTION OF THE DEFECT BY BLACK BOX AT BLACK BOX'S EXPENSE. THIS AGREEMENT EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BLACK BOX DISCLAIMS ANY WARRANTY FOR SECURITY, OR TO PREVENT UNAUTHORIZED USE OF OR INTRUSION INTO THE SYSTEM, INCLUDING BUT NOT LIMITED TO LOSS OF DATA AND TOLL FRAUD OR COMPUTER VIRUSES OR THAT THE SERVICES OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR FREE.

12. **LIMITATION OF LIABILITY.** (A) IN NO EVENT SHALL BLACK BOX BE LIABLE FOR: (i) ANY INDIRECT, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES; (ii) CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COMMERCIAL LOSS OF ANY KIND WHICH INCLUDES LOSS OF BUSINESS, PROFITS, REVENUE OR SAVINGS, AND LOSS OF DATA OR MESSAGES; OR (iii) ANY DAMAGES OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM, INCLUDING, WITHOUT LIMITATION, TOLL FRAUD OR COMPUTER VIRUSES. THIS PROVISION APPLIES TO ALL CLAIMS WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND WHETHER BLACK BOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. WITH RESPECT TO ANY CLAIM FOR DIRECT DAMAGES, THE ENTIRE LIABILITY OF BLACK BOX FOR CLAIMS ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL NOT EXCEED EITHER THE VALUE OF THE ORDER GIVING RISE TO THE CLAIM OR \$1,000,000, WHICHEVER IS LESS. This limitation applies notwithstanding any failure of essential purpose of such limited remedy. (B) Black Box shall be liable for any physical damage it causes to the System or its components due to its gross negligence or willful misconduct. In such event, Customer's sole remedy shall be limited to Black Box's repair of the System or component, or if the System or component cannot be repaired, as determined by Black Box in its sole discretion, replacement with a comparable System or component or a prorated refund.

13. **INDEMNIFICATION.** Each party shall defend, indemnify and hold harmless the other party, and its respective directors, officers, trustees, members, employees and agents from and against any third party claim, suit, action or proceeding alleging bodily injury (including death) or damage to tangible property to the extent such injury or damage is caused by the gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors or suppliers in connection with the performance of Services or the unauthorized disclosure or use of any Confidential Information, as defined below, provided that such claim is promptly reported to the indemnifying party in writing.

14. **TERMINATION.** The non-breaching party may terminate this Agreement and/or any outstanding Order and/or pursue its remedies in law or equity, except as otherwise limited by this Agreement, in the event that: (i) a party fails to make any payment when due and fails to cure the nonpayment within seven (7) days of written notice; (ii) a party commits a material breach of this Agreement (other than a breach for nonpayment) and fails to cure that breach within thirty (30) days following receipt of written notice describing the breach; or (iii) Customer either refuses to permit Black Box to perform its obligations under this Agreement, acknowledges its intent to terminate or cancel this Agreement or any Order or terminates or cancels this Agreement or any Order for any reason other than a default by Black Box under this Section. In addition to any other rights or remedies set forth herein, in the event Customer defaults under this Agreement or any Order placed hereunder, Customer's prepayment shall be nonrefundable. In the event Customer defaults under this Agreement or any Order, and Customer has not prepaid for the entire term of the Order, in addition to paying Black Box for all costs incurred in providing the Services up to the date of termination, Customer is liable for an amount equal to three (3) times the monthly Service Fee. The aggrieved party may suspend performance of its obligations under this Agreement or any Order placed hereunder during the cure period for any breach described above.

15. **CONFIDENTIALITY.** During the Term of this Agreement, Black Box and Customer may be exposed to the other's proprietary information (the "Confidential Information"). Each party agrees to hold in strictest confidence and not to disclose to any person or use in any way for that party's own or another's benefit any of the other party's Confidential Information. The parties agree that any violation of these provisions regarding confidentiality will result

in irreparable injury to the other party and agree that each shall have the right to seek a restraining order, injunction or any other remedies available at law or in equity. The parties agree to waive any bond requirement for enforcement of this provision.

16. **FORCE MAJEURE.** Except for Customer's payment obligations hereunder, a party's non-performance or delay shall be excused to the extent the failure or delay in performance is the result of events beyond such party's reasonable control including, without limitation, governmental actions, civil unrest, terrorism, power surges or failure, fire, water, acts of God including without limitation, rain, floods, earthquakes or lightning.

17. **NOTICES.** Notices shall be in writing and will be deemed given when delivered in person, or when sent via facsimile with confirmation or overnight courier with confirmed delivery. The respective addresses of the parties for notice are: (i) to Customer: at the address indicated on the Order; or, (ii) to Black Box Network Services (with a copy to the General Counsel): Attn: Corporate Billing, 2800 Post Oak Blvd., Ste. 200, Houston, TX 77056-4311. Customer shall notify Black Box of any changes to its address.

18. **GENERAL PROVISIONS.** (A) **Assignment.** Customer shall not assign this Agreement without Black Box's prior consent. (B) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. (C) **Waiver.** A party's waiver of any default will not operate as a waiver of any contemporaneous or subsequent default. (D) **Severability.** If any Court finds any provision of this Agreement to be void, unlawful or unenforceable under any applicable statute or other controlling law, such provision shall be deemed severed and the remainder of this Agreement shall continue in full force and effect. (E) **Governing Law.** This Agreement shall be governed by the laws of the State of Texas without regard to its choice of laws principles. (F) **Publicity.** Neither party shall issue a news release or other form of publicity concerning the existence of the Agreement or the Services without obtaining the prior written approval of the other party and Customer agrees to work in good faith with Black Box regarding any potential news release, public announcement, advertisement, or other form of publicity concerning the existence of the Agreement or the Services. (G) **Non-Solicitation and Non-Hire.** Neither party, including its subsidiaries and affiliates, shall directly or indirectly solicit, hire or contract with any of the other party's employee(s) performing work under this Agreement during the Term of this Agreement or any Order and for one (1) year after termination or expiration. (H) **Agreement Precedence.** In the event of any conflict between these terms and conditions and other documents attached hereto, the order of precedence shall be: (i) these terms and conditions; (ii) applicable product/service addenda; (iii) the Scope of Work; (iv) applicable Service Plan(s); (v) any Order; and (vi) any other attachments and/or exhibits. (I) **Independent Contractor.** Black Box and Customer are independent contractors with respect to all rights and obligations under this Agreement. (J) **Execution.** This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument and the parties may rely on a facsimile signature to bind the other party. (K) **Entire Agreement and Modification.** This Agreement supersedes all prior or contemporaneous proposals, communications and negotiations, both oral and written, relating to the subject matter of this Agreement and constitutes the entire agreement between Black Box and Customer with respect to the subject matter herein. No subsequent agreement among the parties concerning the Services shall be effective or binding unless made in writing and executed by authorized representatives of both parties. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement.

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

Town of Riverhead |CUSTOMER|

By: \_\_\_\_\_  
Name: Phil Cardinale  
Title: TOWN SUPERVISOR  
Date: \_\_\_\_\_

NEXTIRAONE, LLC d/b/a BLACK BOX NETWORK SERVICES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contract Number: \_\_\_\_\_



**SECTION A: CUSTOMER INFORMATION**

Customer Name ("Customer"): Town of Riverhead  State of Incorporation: <u>NY</u>	NextiraOne, LLC d/b/a Black Box Network Services ("Black Box") 2800 Post Oak Blvd., Suite 200 Houston, TX 77056 (713) 307-4000
Principal Address: 200 Howell Avenue  City                      State                      Zip Riverhead                      NY                      11901	Billing Address: 200 Howell Avenue  City                      State                      Zip Riverhead                      NY                      11901
Tax ID No. _____ Tax Exempt Status <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt No. _____ If "Yes" (exempt) Certificate of Tax Exemption MUST be attached to Order.	The terms of the Agreement shall govern this Order.  Effective Date of Agreement: <u>09/01/07</u> <input type="checkbox"/> MOA Expiration Date of Agreement: <u>08/31/10</u>
Customer Purchase Order Number (if applicable):	Date of Order Form is Represented by the Customer Signature Date Set Forth Below
Purchase Plan: <input type="checkbox"/> Cash Purchase <input type="checkbox"/> Third Party Lease/Financing by _____ (Must have prior written approval from NextiraOne. Lease/finance company documentation MUST be attached to Order, e.g., Document Receipt Notice, Assignment and Assumption Agreement, etc.)	

**SECTION B: SELECT ALL APPLICABLE PRODUCT/SERVICE OPTIONS**

Select all that apply:

<input type="checkbox"/> New Systems	<input type="checkbox"/> Installation Services
<input checked="" type="checkbox"/> Services	<input type="checkbox"/> CCAT Services
<input type="checkbox"/> Adds/Upgrade to Existing System	<input type="checkbox"/> Other: _____

**SECTION C: PRODUCT PURCHASE AND INSTALLATION**

System Price (excluding applicable taxes and shipping): \$ \_\_\_\_\_ \*Check box if shipping is included in a Voice System Price

Payment Terms (excluding applicable taxes): <b>Voice:</b> 25% of System Price due at Customer signing \$ _____ 60% of System Price due at Delivery* \$ _____ 15% of System Price due at Cutover* \$ _____ Other: _____ \$ _____  <b>For All Voice Transactions:</b> Anticipated Delivery Date: _____ Anticipated Cutover Date: _____ Final Configuration Date: _____	<b>Data:</b> 25% of System Price due at Customer signing \$ _____ 60% of System Price due at Delivery* \$ _____ 15% of System Price due at Cutover* \$ _____ Other: _____ \$ _____  <b>For All Data Transactions:</b> Requested On-Site Date: _____
<b>For drop-ship orders:</b> 20% of System Price due at Customer signing \$ _____ 80% of System Price due at Delivery* \$ _____ Other: _____ \$ _____	

\*Customer will be invoiced on both the scheduled Delivery date and on either the Cutover date for Voice products/services or the Service completion date for Data products/services, as applicable, with payment due upon receipt of invoice.  
Late payments may result in suspension of work and in installation and/or Cutover delays.

Customer Initials \_\_\_\_\_



**SECTION D: SUPPORT AND MANAGED SERVICES**

Service Fee (excluding applicable taxes): \$ 33,722.57

Term of Order: 36 Months

CCAT Application License Fee (excluding applicable taxes): \$

Payment Terms: Service Billing Option for Managed Services and Maintenance (excluding applicable taxes):

Billing payment schedule (check one):  Annually \$11,240.86  Semi-Annually\* \$\_\_\_\_\_  Quarterly\* \$\_\_\_\_\_  Monthly\*

Pre Paid Billing (Standard) \_\_\_\_\_ years \$\_\_\_\_\_ (per year)

\*Any billing option selected other than annual will incorporate an additional processing fee.

**SECTION E: ATTACHMENTS**

Select all that apply:

Scope of Work (Product & Managed Services)

Tax Exemption Certificate

Customer Inventory Schedule(s) \_\_\_\_\_

Lease/Financing company documentation

Software License

Other \_\_\_\_\_

**SECTION F: SIGNATURES**

Customer: Town of Riverhead	NextiraOne, LLC d/b/a Black Box Network Services
BY:	BY:
(Authorized Signature)	(Authorized Signature)
NAME: <i>Phil Cardinale</i>	NAME:
TITLE: <i>TOWN SUPERVISOR</i>	TITLE:
DATE:	DATE:



## Customer Inventory Schedule A - Maintenance Pricing

**Quote ID:** 53555  
**Project Number:** 50012287  
**Customer Name:** Town of Riverhead  
**Site Name:** Riverhead NY  
**Customer Number:** 10084827  
**Address:** 200 Howell Ave  
**City, State Zip:** Riverhead NY 11901  
**Contact Name:** Leisa Sollazo  
**Contact Phone:** (631) 727-3200  
**Billing Address:** 200 Howell Ave  
**City, State Zip:** Riverhead NY 11901  
**System Type:** Opt 11C  
**Service:**  
**Contract Start Date:** 9/1/2007  
**Contract End Date:** 8/31/2010  
**Contract Term:** 3  
**Sales Person Name:** Karen Peek / Steinruck  
**Ports:** 258

**Services Package:**

- Advantage

**Service Features:**

- 24 X 7 Emergency Calls
- 24 X 7 X 30 Minute Remote Response
- 24 X 7 X 30 Minute Remote Diagnostics
- 24 X 7 X 4 Hour Post Dispatch Onsite Response
- 24 X 7 Routine Calls
- 8 X 5 X 3 Hour Remote Response
- 8 X 5 X 3 Hour Remote Diagnostics
- 8 X 5 X 24 Hour Post Dispatch Onsite Response
- Onsite Hardware Maintenance
- Parts & Labor
- Escalation Management
- Alarm Monitoring

	Unit	Quantity
<b>Component Pricing</b>		
Analog 2500 Set	Sets	64
All Nortel Digital Sets (except M3900)	Telephone	112
Meridian Mail	Ports	5-8
Modems/SEB	Modem	1
Batteries -preventative mnt only	Each	1

	Unit	Quantity
All Printers and Terminals	Each	1

<b>BlackBox Service Pricing Summary</b>		Total
<b>Description</b>		
BlackBox Services - Base System Package Price		\$7,305.94
Total Equipment		\$3,934.92
<b>Total Price</b>		<b>\$11,240.86</b>
Total (Annual)		\$11,240.86
Total (Term)		\$33,722.57

Customer Initials \_\_\_\_\_ Date \_\_\_\_\_

Adopted

10/16/07

Town of Riverhead

Resolution # 990

**AUTHORIZES THE SUPERVISOR TO EXECUTE A MODIFICATION OF AN EASEMENT AGREEMENT BETWEEN THE TOWN OF RIVERHEAD PUBLIC PARKING DISTRICT NO. 1 AND CULINARY ARTS RIVERHEAD, LLC**

COUNCILMAN DUNLEAVY

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

COUNCILMAN DENSIESKI

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

**WHEREAS**, Culinary Arts Riverhead, LLC received a site plan approval for the construction of a Suffolk County Community College Culinary Arts Center on property located at 0600-128-6-66.4, the construction of which required a utility easement to be created upon property owned by the Town of Riverhead Public Parking District No. 1 located at 0600-128-6-66.3, 51, 53, 50.1 and 55, and

**WHEREAS**, the Suffolk County Department of Health Services has requested that Culinary Arts Riverhead, LLC include water in the existing utility easement to allow the inclusion of a water tap on Roanoke Avenue; and

**NOW, THEREFORE, it is hereby**

**RESOLVED**, that the Supervisor is hereby authorized to execute to a modified easement agreement to effectuate the above stated purposes in a form to be approved by the Town Attorney; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Office of the Town Attorney, the Community Development Agency, the Supervisor, the Town Board, Water District Superintendent and Guy Germano, Esq. .

THE VOTE

Dunleavy  yes \_\_\_ no \_\_\_ Bartunek  yes \_\_\_ no \_\_\_  
Blass  yes \_\_\_ no \_\_\_ Densieski  yes \_\_\_ no \_\_\_  
Cardinale \_\_\_ yes \_\_\_ no \_\_\_

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

October 16, 2007

Adopted

TOWN OF RIVERHEAD

Resolution # 991

Authorizes Town Clerk to Publish and Post Notice of Public Hearing  
Special Permit of the Historic Village of Jamesport

COUNCILMAN DENSIESKI

(Bistro)

COUNCILWOMAN BLASS

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

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition from Robert Stromski, RA as authorized representative of Jul-Bet Enterprises, LLC pursuant to Article XXVIA and Article LII, Section 108-282B (1) and (4) of the Riverhead Town Code to allow the construction of a bistro use within a proposed commercial center upon real property located at the Main Road, Jamesport, New York; such real property more particularly described as Suffolk County Tax Map Number 0600-68-1-35, and

WHEREAS, an expanded Full Environmental Assessment Form and supporting documentation was submitted as part of the petition, and

WHEREAS, the Riverhead Planning Department has reviewed these materials and has determined the petition to be an Unlisted action pursuant to 6NYCRR Part 617 for which coordinated review is optional and in this case unnecessary, and

WHEREAS, by resolution dated October 4, 2007, the Riverhead Planning Board did issue its report and recommendation to the Riverhead Town Board, and

WHEREAS, the Town Board desires to hold a public hearing at this time, now

THEREFORE BE IT

RESOLVED, that the Town Clerk be authorized to publish and post the following notice of public hearing.

THE VOTE

DUNLEAVY ✓ YES \_\_\_ NO    BARTUNEK ✓ YES \_\_\_ NO  
BLASS ✓ YES \_\_\_ NO    DENSIESKI ✓ YES \_\_\_ NO  
CARDINALE ✓ YES \_\_\_ NO

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

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at the Riverhead Town Hall Meeting Room at 200 Howell Avenue, Riverhead, New York, on the 20th day of November 2007 at 7:05 o'clock pm, to consider the special permit petition of Jul-Bet Enterprises, LLC to allow the construction of a bistro on real property located at the Main Road, Jamesport, New York; such real property more particularly described as SCTM No. 0600-68-1-35.

Dated: Riverhead, New York  
October 16, 2007

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

October 16, 2007

Adopted

TOWN OF RIVERHEAD

COUNCILMAN BARTUNEK

COUNCILWOMAN BLASS Resolution # 992 offered the following resolution, was seconded by

Authorizes Town Clerk to Publish and Post Notice of Public Hearing - Special Permit of the Historic Village of Jamesport (Professional Office)

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition from Robert Stromski, RA as authorized representative of Jul-Bet Enterprises, LLC pursuant to Article XXVIA and Article LII, Section 108-282B (1) and (4) of the Riverhead Town Code to allow the construction of a professional office use within a proposed commercial center upon real property located at the Main Road, Jamesport, New York; such real property more particularly described as Suffolk County Tax Map Number 0600-68-1-35, and

WHEREAS, an expanded Full Environmental Assessment Form and supporting documentation was submitted as part of the petition, and

WHEREAS, the Riverhead Planning Department has reviewed these materials and has determined the petition to be an Unlisted action pursuant to 6NYCRR Part 617 for which coordinated review is optional and in this case unnecessary, and

WHEREAS, by resolution dated October 4, 2007, the Riverhead Planning Board did issue its report and recommendation to the Riverhead Town Board, and

WHEREAS, the Town Board desires to hold a public hearing at this time, now

THEREFORE BE IT

RESOLVED, that the Town Clerk be authorized to publish and post the following notice of public hearing.

THE VOTE

DUNLEAVY YES NO BARTUNEK YES NO

BLASS YES NO DENSIESKI YES NO

CARDINALE YES NO

THIS RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held before the Town Board of the Town of Riverhead at the Riverhead Town Hall Meeting Room at 200 Howell Avenue, Riverhead, New York, on the 20th day of November 2007 at 7:10 o'clock pm, to consider the special permit petition of Jul-Bet Enterprises, LLC to allow the construction of a professional office on real property located at the Main Road, Jamesport, New York; such real property more particularly described as SCTM No. 0600-68-1-35.

Dated: Riverhead, New York  
October 16, 2007

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

Adopted

October 16, 2007

TOWN OF RIVERHEAD

RESOLUTION #993

AUTHORIZES THE TOWN CLERK TO ADVERTISE FOR BIDS ON PROFESSIONAL GRADE RAIN GEAR

COUNCILMAN BARTUNEK

OFFERED THE FOLLOWING

COUNCILMAN DUNLEAVY

RESOLUTION WHICH WAS SECONDED BY

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to advertise for sealed bids for the purchase of PROFESSIONAL GRADE RAIN GEAR for the use of the Town of Riverhead Highway Department, AND BE IT,

RESOLVED, that the specifications and forms for bidding be prepared by the Superintendent of Highways, and all bids to be returnable up to 11:00 A.M. on NOVEMBER 5, 2007, AND BE IT FURTHER,

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to open publicly and read aloud on NOVEMBER 5, 2007 at 11:00 A.M. at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, all sealed bids bearing the designation "BID ON PROFESSIONAL GRADE RAIN GEAR".

DUNLEAVY  YES \_\_\_ NO BARTUNEK  YES \_\_\_ NO  
BLASS  YES \_\_\_ NO DENSIESKI  YES \_\_\_ NO  
CARDINALE  YES \_\_\_ NO  
THIS RESOLUTION  IS \_\_\_ IS NOT  
DECLARED DULY ADOPTED

**NOTICE TO BIDDERS**

**Sealed bids for “PROFESSIONAL GRADE RAIN GEAR” for the Riverhead Highway Department will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until 11:00 A.M. on November 5, 2007.**

**Instructions for bidders, specifications and forms may be obtained at the office of the Town Clerk at the Town Hall Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M. or by visiting the Town of Riverhead website at www.riverheadli.com , click on “Bid Requests”.**

**All bids will be submitted on the bid form provided. Any and all exceptions to the specifications will be listed on a separate sheet of paper bearing the designation “Exceptions to the Specifications”, and attached to the bid form.**

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

**All bids will be submitted in a sealed envelope bearing the designation “BID on PROFESSIONAL GRADE RAIN GEAR” and addressed to: TOWN CLERK, TOWN OF RIVERHEAD, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901.**

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD  
BARBARA A. GRATTAN, TOWN CLERK**

10/16/07

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 994

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT

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

WHEREAS, the Town of Riverhead plays pre-recorded music in the form of compact discs, digital video discs, cassettes, and other media in Town facilities and at Town events (e.g. the senior center, teen activities, etc.); and

WHEREAS, many of these musical works are protected by U.S. Copyright Law; and

WHEREAS, a municipality requires permission from the holders of such copyrights to use the musical works in a public forum; and

WHEREAS, Broadcast Music Incorporated (BMI) represents the holders of copyrights for approximately 6.5 million of such musical works; and

WHEREAS, BMI offers a license granting permission to municipalities to play all of the works of copyright holders BMI represents.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached license agreement with BMI for the right to play pre-recorded music represented by BMI; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Scot Whitaker, Broadcast Music Incorporated, 10 Music Square East, Nashville, TN, 37203; the Office of the Supervisor; the Accounting Department; Parks and Recreation; Senior Citizen's Services and the Office of the Town Attorney.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Blass	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Cardinale	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

The Resolution  Was  Was Not  
Thereupon Duly Declared Adopted

**1. DEFINITIONS**

- (a) **LICENSEE** shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (b) **Premises** means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned and/or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (c) **Recorded Music** means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (1) compact disc, audio record or audio tape players (but not including "jukeboxes"); (2) videotape, videodisc or DVD players; (3) music performed as an accompaniment to karaoke; (4) the reception and communication at the premises of radio or television transmissions which originate outside the Premises, and which are not exempt under the Copyright Law; or (5) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (d) **Live Entertainment** means music that is performed at the Premises by musicians, singers and/or other performers.
- (e) **BMI Repertoire** means all copyrighted musical compositions written and/or published by BMI affiliates or members of BMI-affiliated foreign performing rights societies, including compositions written or published during the Term of this Agreement and of which BMI has the right to license non-dramatic public performances.
- (f) **Events and Functions** means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in Paragraph 2 (d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of, or sponsored or promoted by, LICENSEE on the Premises.
- (g) **Special Events** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" (as defined in Schedule B) of such Special Event exceeds \$25,000.

**2. BMI GRANT**

- (a) BMI grants and LICENSEE accepts a non-exclusive license to perform, present or cause the live and/or recorded public performance on the "Premises" and at "Events" and "Functions", and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "BMI Repertoire". The performances licensed under this Agreement may be by means of "Live Entertainment" or "Recorded Music".
- (b) This license does not authorize (1) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in BMI's Repertoire to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (2) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this Paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the BMI Repertoire to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.
- (c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following: (1) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety; (2) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (3) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation; and (4) performance of a concert version of a "dramatico-musical work" (as hereinafter defined). The term "dramatico-musical work" as used in the Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances: (1) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE's Premises, and is not open to the general public; (2) by or at colleges and universities; (3) at any professional sports events or game played on the Premises; (4) at any permanently situated theme or amusement park owned or operated by LICENSEE; (5) by any symphony or community orchestra; and (6) by means of a coin operated jukebox.

**3. REVIEW OF STATEMENTS AND / OR ACCOUNTINGS**

- (a) BMI shall have the right to require such reasonable data necessary in order to ascertain the Annual License Fee.
- (b) BMI shall have the right, by its authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify the statements made hereunder. BMI shall consider all data and information coming to its attention as a result of any such examination of books and records as completely confidential.
- (c) BMI shall have the right to adjust LICENSEE's Annual License Fee based upon the most recently available revised population figures provided by the U. S. Census Department.

#### 4. LATE PAYMENT AND SERVICE CHARGES

BMI may impose a late payment charge of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date payment is due on any payment that is received by BMI more than thirty (30) days after the due date. BMI may impose a \$25.00 service charge for each unpaid check, draft or other means of payment LICENSEE submits to BMI.

#### 5. BMI COMMITMENT TO CUSTOMER / INDEMNITY

So long as LICENSEE is not in default or breach of this Agreement, BMI agrees to indemnify, save harmless, and defend LICENSEE and its officers, and employees, from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any musical works which is licensed under this Agreement at the time of performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand, or suit.

#### 6. BREACH OR DEFAULT / WAIVER

Upon any breach or default of the terms and conditions contained herein, BMI shall have the right to cancel this Agreement if such breach or default continues for thirty (30) days after LICENSEE's receipt of written notice thereof. The right to cancel granted to BMI shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement with the terms of this Paragraph.

#### 7. CANCELLATION OF ENTIRE CATEGORY

BMI shall have the right to cancel the Agreement along with the simultaneous cancellation of the Agreements of all other licensees of the same class and category as LICENSEE, as of the end of any month during the Term, upon sixty (60) days advance written notice.

#### 8. ASSIGNMENT

This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this Agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

#### 9. ARBITRATION

All disputes of any kind, nature, or description arising in connection with the terms and conditions of this Agreement, except for matters within the jurisdiction of the BMI Rate Court, shall be submitted to the American Arbitration Association in the City, County, and State of New York, for arbitration under its then prevailing arbitration rules. The arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so

appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but not need be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

#### 10. NOTICES

Any notice under this Agreement will be in writing and deemed given upon mailing when sent by ordinary first-class U.S. mail to the party intended, at its mailing address stated, or any other address which either party may designate. Any such notice sent to BMI shall be to the attention of the Vice President, General Licensing Department at 10 Music Square East, Nashville, TN 37203. Any such notice sent to LICENSEE shall be to the attention of the person signing the Agreement on LICENSEE's behalf or such person as LICENSEE may advise BMI in writing.

#### 11. MISCELLANEOUS

The fact that any provisions are found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other provisions. This Agreement constitutes the entire understanding between the parties and cannot be waived or added to or modified orally and no waiver, addition and modification shall be valid unless in writing and signed by both parties.

#### 12. FEES

- (a) In consideration of the license granted herein, LICENSEE agrees to pay BMI a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule on Page 3. For purposes of this Agreement,
- (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
  - (ii) "Special Events License Fees" means the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fee due.
  - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under the Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county, or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other government entities.

## 2007 RATE SCHEDULE FOR LOCAL GOVERNMENTS

SCHEDULE A			
Check Population Range (√)	LICENSEE's Population	Base License Fee	Enter Fee Based Upon Population
<input checked="" type="checkbox"/>	1 - 50,000	\$284	\$284
<input type="checkbox"/>	50,001 - 75,000	\$567	
<input type="checkbox"/>	75,001 - 100,000	\$681	
<input type="checkbox"/>	100,001 - 125,000	\$909	
<input type="checkbox"/>	125,001 - 150,000	\$1,136	
<input type="checkbox"/>	150,001 - 200,000	\$1,476	
<input type="checkbox"/>	200,001 - 250,000	\$1,816	
<input type="checkbox"/>	250,001 - 300,000	\$2,159	
<input type="checkbox"/>	300,001 - 350,000	\$2,499	
<input type="checkbox"/>	350,001 - 400,000	\$2,840	
<input type="checkbox"/>	400,001 - 450,000	\$3,180	
<input type="checkbox"/>	450,001 - 500,000	\$3,522	
<input type="checkbox"/>	500,001 - plus	\$4,816 plus \$500 for every 100,000 population increment or portion thereof above 500,000 up to a maximum annual fee of \$56,788	
	If 500,001 or more, enter population		
<b>SCHEDULE A FEE</b>			<b>\$284.00</b>

SCHEDULE B Special Events Fee (to be reported 90 days after each event*, see Par. 13(d))	
The rate for Special Events shall be 1% of Gross Revenue.	
<ul style="list-style-type: none"> <li>▪ "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Events exceeds \$25,000.</li> <li>▪ "Gross Revenue" means all monies received by LICENSEE or on LICENSEE's behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from the sponsors or other payments received by LICENSEE for each Special Event.</li> </ul>	
<b>SCHEDULE B FEE</b>	<i>BMI will provide a report form to report your events*</i>

SCHEDULE C State Municipal and/or County Leagues or State Associations of Attorneys (to be completed if you are a State Municipal and/or County Leagues or State Associations of Attorneys)	
The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues, or state associations of municipal and/or county attorneys shall be \$284.00. No Special Events fee applies to LICENSEES qualifying under this schedule.	
<b>SCHEDULE C FEE</b>	

### 13. REPORTING

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
  - (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and
  - (ii) a report containing the information set forth in Paragraph 13 (d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety (90) days after the conclusion of each Special Event, LICENSEE shall submit to BMI payment for such Special Event and a report in printed or computer readable form stating:
  - (i) the date presented;
  - (ii) the name of the attraction(s) appearing;
  - (iii) the "Gross Revenue" of the event (as defined above);
  - (iv) the license fee due for each Special Event.

- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under a BMI License Agreement, LICENSEE shall indicate the name, address, phone number and BMI account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by BMI, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.
- (f) LICENSEE agrees to furnish to BMI, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all enclosures to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

**14. RATE ADJUSTMENTS / LICENSE FEE FOR YEAR 2008 AND THEREAFTER**

For each calendar year commencing 2008, all dollar figures set forth in Schedules A, B and C (except the \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index – All Urban Consumers (CPI-U) between the preceding October and the next preceding October, rounded to the nearest dollar. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by BMI.

**15. TERM OF AGREEMENT**

This Agreement shall be for an initial Term of one (1) year, commencing November 1, 2007, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one (1) year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the Agreement shall terminate on the last day of the Term in which notice is given.

**AGREEMENT**

AGREEMENT, made at New York, N.Y. on *(Date will be entered by BMI upon execution)* \_\_\_\_\_ between BROADCAST MUSIC, INC., a State of New York corporation with its principal offices at 320 West 57<sup>th</sup> Street, New York, N.Y. 10019 (hereinafter "BMI") and the legal or trade name described below and referred to thereafter as "LICENSEE" (the "Agreement"). This Agreement includes all of the terms and conditions set forth herein.

**PLEASE RETURN THIS ENTIRE SIGNED LICENSE AGREEMENT TO: BMI, 10 MUSIC SQUARE EAST, NASHVILLE, TN 37203**  
**ENTER LEGAL NAME:** \_\_\_\_\_ **LICENSED PREMISES**

\_\_\_\_\_  
*(Name of Corporation, Partnership, or Individual Owner)*

\_\_\_\_\_  
*(Street Address)*

**ENTER TRADE NAME:** \_\_\_\_\_  
 Town of Riverhead, Town Hall  
 \_\_\_\_\_  
*(Doing business under the name of)*

\_\_\_\_\_  
*(City) (State) (Zip)*

\_\_\_\_\_  
*(Telephone No.) (Fax Number)*

\_\_\_\_\_  
*(Contact Name) (Title)*

**CHECK APPROPRIATE BOX AND COMPLETE**

- Individual Ownership \_\_\_\_\_
- LLC  Corporation \_\_\_\_\_  
*(State of Incorporation, if different from Licensed Premises)*
- LLP  Partnership \_\_\_\_\_  
*(Enter names of partners)*
- Other \_\_\_\_\_ Municipality

Fed. Tax ID # \_\_\_\_\_

**MAILING ADDRESS**  
**(If different from Licensed Premises address)**

\_\_\_\_\_  
*(Street Address)*

\_\_\_\_\_  
*(City) (State) (Zip)*

\_\_\_\_\_  
*(Telephone No.) (Fax Number)*

\_\_\_\_\_  
*(Contact Name) (Title)*

**TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF LICENSEE**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name / Title

**FOR ADMINISTRATIVE USE ONLY**  
**TO BE COMPLETED BY BMI**  
**BROADCAST MUSIC, INC.**



**FOR BMI USE ONLY**

	1528101
Account No.	COID



® BMI and the Music Stand symbol are registered trademarks of Broadcast Music, Inc.

**Table DP-1. Profile of General Demographic Characteristics: 2000**

Geographic area: Riverhead town, Suffolk County, New York

[For information on confidentiality protection, nonsampling error, and definitions, see text]

Subject	Number	Percent	Subject	Number	Percent
<b>Total population</b> .....	<b>27,680</b>	<b>100.0</b>	<b>HISPANIC OR LATINO AND RACE</b>		
<b>SEX AND AGE</b>			<b>Total population</b> .....	<b>27,680</b>	<b>100.0</b>
Male .....	13,506	48.8	Hispanic or Latino (of any race).....	1,678	6.1
Female.....	14,174	51.2	Mexican.....	246	0.9
Under 5 years .....	1,706	6.2	Puerto Rican.....	414	1.5
5 to 9 years .....	1,899	6.9	Cuban .....	37	0.1
10 to 14 years .....	1,825	6.6	Other Hispanic or Latino .....	981	3.5
15 to 19 years .....	1,452	5.2	Not Hispanic or Latino .....	26,002	93.9
20 to 24 years .....	1,174	4.2	White alone.....	22,493	81.3
25 to 34 years .....	3,284	11.9	<b>RELATIONSHIP</b>		
35 to 44 years .....	4,535	16.4	<b>Total population</b> .....	<b>27,680</b>	<b>100.0</b>
45 to 54 years .....	3,887	14.0	In households.....	26,835	96.9
55 to 59 years .....	1,506	5.4	Householder.....	10,749	38.8
60 to 64 years .....	1,305	4.7	Spouse.....	5,804	21.0
65 to 74 years .....	2,540	9.2	Child.....	7,630	27.6
75 to 84 years .....	1,923	6.9	Own child under 18 years.....	5,694	20.6
85 years and over.....	644	2.3	Other relatives.....	1,244	4.5
Median age (years).....	40.6	(X)	Under 18 years.....	390	1.4
18 years and over.....	21,308	77.0	Nonrelatives.....	1,408	5.1
Male.....	10,170	36.7	Unmarried partner.....	547	2.0
Female.....	11,138	40.2	In group quarters.....	845	3.1
21 years and over.....	20,568	74.3	Institutionalized population.....	346	1.3
62 years and over.....	5,897	21.3	Noninstitutionalized population.....	499	1.8
65 years and over.....	5,107	18.5	<b>HOUSEHOLD BY TYPE</b>		
Male.....	2,084	7.5	<b>Total households</b> .....	<b>10,749</b>	<b>100.0</b>
Female.....	3,023	10.9	Family households (families).....	7,288	67.8
<b>RACE</b>			With own children under 18 years.....	3,019	28.1
One race.....	27,249	98.4	Married-couple family.....	5,804	54.0
White.....	23,593	85.2	With own children under 18 years.....	2,289	21.3
Black or African American.....	2,913	10.5	Female householder, no husband present.....	1,108	10.3
American Indian and Alaska Native.....	74	0.3	With own children under 18 years.....	585	5.4
Asian.....	249	0.9	Nonfamily households.....	3,461	32.2
Asian Indian.....	47	0.2	Householder living alone.....	2,839	26.4
Chinese.....	72	0.3	Householder 65 years and over.....	1,520	14.1
Filipino.....	13	-	Households with individuals under 18 years.....	3,293	30.6
Japanese.....	17	0.1	Households with individuals 65 years and over.....	3,556	33.1
Korean.....	32	0.1	Average household size.....	2.50	(X)
Vietnamese.....	18	0.1	Average family size.....	3.01	(X)
Other Asian <sup>1</sup> .....	50	0.2	<b>HOUSING OCCUPANCY</b>		
Native Hawaiian and Other Pacific Islander.....	24	0.1	<b>Total housing units</b> .....	<b>12,479</b>	<b>100.0</b>
Native Hawaiian.....	5	-	Occupied housing units.....	10,749	86.1
Guamanian or Chamorro.....	13	-	Vacant housing units.....	1,730	13.9
Samoan.....	3	-	For seasonal, recreational, or		
Other Pacific Islander <sup>2</sup> .....	3	-	occasional use.....	1,165	9.3
Some other race.....	396	1.4	Homeowner vacancy rate (percent).....	1.3	(X)
Two or more races.....	431	1.6	Rental vacancy rate (percent).....	4.0	(X)
<b>Race alone or in combination with one</b>			<b>HOUSING TENURE</b>		
<b>or more other races:</b> <sup>3</sup>			<b>Occupied housing units</b> .....	<b>10,749</b>	<b>100.0</b>
White.....	23,938	86.5	Owner-occupied housing units.....	8,288	77.1
Black or African American.....	3,082	11.1	Renter-occupied housing units.....	2,461	22.9
American Indian and Alaska Native.....	213	0.8	Average household size of owner-occupied units.....	2.50	(X)
Asian.....	317	1.1	Average household size of renter-occupied units.....	2.48	(X)
Native Hawaiian and Other Pacific Islander.....	43	0.2			
Some other race.....	549	2.0			

- Represents zero or rounds to zero. (X) Not applicable.

<sup>1</sup> Other Asian alone, or two or more Asian categories.

<sup>2</sup> Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

<sup>3</sup> In combination with one or more of the other races listed. The six numbers may add to more than the total population and the six percentages may add to more than 100 percent because individuals may report more than one race.

Source: U.S. Census Bureau, Census 2000.

**Table DP-2. Profile of Selected Social Characteristics: 2000**

Geographic area: Riverhead town, Suffolk County, New York

[Data based on a sample. For information on confidentiality protection, sampling error, nonsampling error, and definitions, see text]

Subject	Number	Percent	Subject	Number	Percent
<b>SCHOOL ENROLLMENT</b>			<b>NATIVITY AND PLACE OF BIRTH</b>		
Population 3 years and over enrolled in school.....	6,268	100.0	Total population.....	27,680	100.0
Nursery school, preschool.....	496	7.9	Native.....	25,027	90.4
Kindergarten.....	377	6.0	Born in United States.....	24,701	89.2
Elementary school (grades 1-8).....	3,123	49.8	State of residence.....	22,158	80.1
High school (grades 9-12).....	1,212	19.3	Different state.....	2,543	9.2
College or graduate school.....	1,060	16.9	Born outside United States.....	326	1.2
<b>EDUCATIONAL ATTAINMENT</b>			Foreign born.....	2,653	9.6
Population 25 years and over.....	19,718	100.0	Entered 1990 to March 2000.....	1,132	4.1
Less than 9th grade.....	1,346	6.8	Naturalized citizen.....	1,158	4.2
9th to 12th grade, no diploma.....	2,274	11.5	Not a citizen.....	1,495	5.4
High school graduate (includes equivalency).....	6,519	33.1	<b>REGION OF BIRTH OF FOREIGN BORN</b>		
Some college, no degree.....	3,803	19.3	Total (excluding born at sea).....	2,653	100.0
Associate degree.....	1,415	7.2	Europe.....	1,371	51.7
Bachelor's degree.....	2,312	11.7	Asia.....	362	13.6
Graduate or professional degree.....	2,049	10.4	Africa.....	20	0.8
Percent high school graduate or higher.....	81.6	(X)	Oceania.....	6	0.2
Percent bachelor's degree or higher.....	22.1	(X)	Latin America.....	828	31.2
<b>MARITAL STATUS</b>			Northern America.....	66	2.5
Population 15 years and over.....	22,168	100.0	<b>LANGUAGE SPOKEN AT HOME</b>		
Never married.....	4,840	21.8	Population 5 years and over.....	26,000	100.0
Now married, except separated.....	12,758	57.6	English only.....	22,634	87.1
Separated.....	586	2.6	Language other than English.....	3,366	12.9
Widowed.....	2,155	9.7	Speak English less than "very well".....	1,470	5.7
Female.....	1,767	8.0	Spanish.....	1,226	4.7
Divorced.....	1,829	8.3	Speak English less than "very well".....	633	2.4
Female.....	982	4.4	Other Indo-European languages.....	1,939	7.5
<b>GRANDPARENTS AS CAREGIVERS</b>			Speak English less than "very well".....	744	2.9
Grandparent living in household with one or more own grandchildren under 18 years.....	365	100.0	Asian and Pacific Island languages.....	153	0.6
Grandparent responsible for grandchildren.....	76	20.8	Speak English less than "very well".....	93	0.4
<b>VETERAN STATUS</b>			<b>ANCESTRY (single or multiple)</b>		
Civilian population 18 years and over ..	21,261	100.0	Total population.....	27,680	100.0
Civilian veterans.....	3,176	14.9	Total ancestries reported.....	34,452	124.5
<b>DISABILITY STATUS OF THE CIVILIAN NONINSTITUTIONALIZED POPULATION</b>			Arab.....	81	0.3
Population 5 to 20 years.....	5,233	100.0	Czech <sup>1</sup> .....	257	0.9
With a disability.....	368	7.0	Danish.....	108	0.4
Population 21 to 64 years.....	15,438	100.0	Dutch.....	424	1.5
With a disability.....	2,982	19.3	English.....	2,034	7.3
Percent employed.....	53.5	(X)	French (except Basque) <sup>1</sup> .....	613	2.2
No disability.....	12,456	80.7	French Canadian <sup>1</sup> .....	205	0.7
Percent employed.....	78.4	(X)	German.....	5,547	20.0
Population 65 years and over.....	4,922	100.0	Greek.....	297	1.1
With a disability.....	1,985	40.3	Hungarian.....	202	0.7
<b>RESIDENCE IN 1995</b>			Irish <sup>1</sup> .....	6,201	22.4
Population 5 years and over.....	26,000	100.0	Italian.....	5,211	18.8
Same house in 1995.....	15,349	59.0	Lithuanian.....	151	0.5
Different house in the U.S. in 1995.....	9,924	38.2	Norwegian.....	419	1.5
Same county.....	7,372	28.4	Polish.....	4,160	15.0
Different county.....	2,552	9.8	Portuguese.....	25	0.1
Same state.....	1,511	5.8	Russian.....	353	1.3
Different state.....	1,041	4.0	Scotch-Irish.....	278	1.0
Elsewhere in 1995.....	727	2.8	Scottish.....	438	1.6
			Slovak.....	19	0.1
			Subsaharan African.....	53	0.2
			Swedish.....	381	1.4
			Swiss.....	121	0.4
			Ukrainian.....	391	1.4
			United States or American.....	730	2.6
			Welsh.....	78	0.3
			West Indian (excluding Hispanic groups).....	93	0.3
			Other ancestries.....	5,582	20.2

-Represents zero or rounds to zero. (X) Not applicable.

<sup>1</sup>The data represent a combination of two ancestries shown separately in Summary File 3. Czech includes Czechoslovakian. French includes Alsatian. French Canadian includes Acadian/Cajun. Irish includes Celtic.

Source: U.S. Bureau of the Census, Census 2000.



**Table DP-4. Profile of Selected Housing Characteristics: 2000**

Geographic area: Riverhead town, Suffolk County, New York

[Data based on a sample. For information on confidentiality protection, sampling error, nonsampling error, and definitions, see text]

Subject	Number	Percent	Subject	Number	Percent
<b>Total housing units</b> .....	<b>12,479</b>	<b>100.0</b>	<b>OCCUPANTS PER ROOM</b>		
<b>UNITS IN STRUCTURE</b>			Occupied housing units .....	10,749	100.0
1-unit, detached .....	8,951	71.7	1.00 or less .....	10,520	97.9
1-unit, attached .....	193	1.5	1.01 to 1.50 .....	159	1.5
2 units .....	219	1.8	1.51 or more .....	70	0.7
3 or 4 units .....	257	2.1			
5 to 9 units .....	366	2.9	Specified owner-occupied units .....	6,495	100.0
10 to 19 units .....	273	2.2	<b>VALUE</b>		
20 or more units .....	415	3.3	Less than \$50,000 .....	19	0.3
Mobile home .....	1,797	14.4	\$50,000 to \$99,999 .....	516	7.9
Boat, RV, van, etc .....	8	0.1	\$100,000 to \$149,999 .....	2,060	31.7
			\$150,000 to \$199,999 .....	1,750	26.9
<b>YEAR STRUCTURE BUILT</b>			\$200,000 to \$299,999 .....	1,436	22.1
1999 to March 2000 .....	476	3.8	\$300,000 to \$499,999 .....	607	9.3
1995 to 1998 .....	1,156	9.3	\$500,000 to \$999,999 .....	83	1.3
1990 to 1994 .....	1,092	8.8	\$1,000,000 or more .....	24	0.4
1980 to 1989 .....	1,782	14.3	Median (dollars) .....	166,000	(X)
1970 to 1979 .....	1,818	14.6	<b>MORTGAGE STATUS AND SELECTED</b>		
1960 to 1969 .....	2,014	16.1	<b>MONTHLY OWNER COSTS</b>		
1940 to 1959 .....	2,575	20.6	With a mortgage .....	4,318	66.5
1939 or earlier .....	1,566	12.5	Less than \$300 .....	-	-
<b>ROOMS</b>			\$300 to \$499 .....	15	0.2
1 room .....	59	0.5	\$500 to \$699 .....	79	1.2
2 rooms .....	218	1.7	\$700 to \$999 .....	357	5.5
3 rooms .....	862	6.9	\$1,000 to \$1,499 .....	1,421	21.9
4 rooms .....	2,246	18.0	\$1,500 to \$1,999 .....	1,352	20.8
5 rooms .....	2,766	22.2	\$2,000 or more .....	1,094	16.8
6 rooms .....	2,638	21.1	Median (dollars) .....	1,553	(X)
7 rooms .....	1,470	11.8	Not mortgaged .....	2,177	33.5
8 rooms .....	1,313	10.5	Median (dollars) .....	536	(X)
9 or more rooms .....	907	7.3			
Median (rooms) .....	5.5	(X)	<b>SELECTED MONTHLY OWNER COSTS</b>		
Occupied housing units .....	10,749	100.0	<b>AS A PERCENTAGE OF HOUSEHOLD</b>		
<b>YEAR HOUSEHOLDER MOVED INTO UNIT</b>			<b>INCOME IN 1999</b>		
1999 to March 2000 .....	1,789	16.6	Less than 15.0 percent .....	1,428	22.0
1995 to 1998 .....	2,878	26.8	15.0 to 19.9 percent .....	1,056	16.3
1990 to 1994 .....	1,770	16.5	20.0 to 24.9 percent .....	992	15.3
1980 to 1989 .....	2,025	18.8	25.0 to 29.9 percent .....	725	11.2
1970 to 1979 .....	1,145	10.7	30.0 to 34.9 percent .....	540	8.3
1969 or earlier .....	1,142	10.6	35.0 percent or more .....	1,690	26.0
			Not computed .....	64	1.0
<b>VEHICLES AVAILABLE</b>			Specified renter-occupied units .....	2,452	100.0
None .....	919	8.5	<b>GROSS RENT</b>		
1 .....	3,863	35.9	Less than \$200 .....	141	5.8
2 .....	3,775	35.1	\$200 to \$299 .....	139	5.7
3 or more .....	2,192	20.4	\$300 to \$499 .....	188	7.7
<b>HOUSE HEATING FUEL</b>			\$500 to \$749 .....	490	20.0
Utility gas .....	1,249	11.6	\$750 to \$999 .....	824	33.6
Bottled, tank, or LP gas .....	339	3.2	\$1,000 to \$1,499 .....	510	20.8
Electricity .....	554	5.2	\$1,500 or more .....	90	3.7
Fuel oil, kerosene, etc .....	8,471	78.8	No cash rent .....	70	2.9
Coal or coke .....	21	0.2	Median (dollars) .....	816	(X)
Wood .....	28	0.3	<b>GROSS RENT AS A PERCENTAGE OF</b>		
Solar energy .....	16	0.1	<b>HOUSEHOLD INCOME IN 1999</b>		
Other fuel .....	43	0.4	Less than 15.0 percent .....	361	14.7
No fuel used .....	28	0.3	15.0 to 19.9 percent .....	268	10.9
<b>SELECTED CHARACTERISTICS</b>			20.0 to 24.9 percent .....	176	7.2
Lacking complete plumbing facilities .....	30	0.3	25.0 to 29.9 percent .....	316	12.9
Lacking complete kitchen facilities .....	14	0.1	30.0 to 34.9 percent .....	210	8.6
No telephone service .....	110	1.0	35.0 percent or more .....	1,036	42.3
			Not computed .....	85	3.5

-Represents zero or rounds to zero. (X) Not applicable.

Source: U.S. Bureau of the Census, Census 2000.

10/16/07

TOWN OF RIVERHEAD

Adopted

Resolution # 995

**DESIGNATES A "REGIONALLY SIGNIFICANT PROJECT" FOR THE  
COUNTY OF SUFFOLK/TOWN OF RIVERHEAD EMPIRE ZONE PURSUANT  
TO GENERAL MUNICIPAL LAW §957(D)**

COUNCILMAN DENSIESKI

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

resolution, which was seconded

by \_\_\_\_\_

COUNCILWOMAN BLASS \_\_\_\_\_:

WHEREAS, in 2005 New York State has amended the Empire Zone Program to include specific projects deemed as Regionally Significant Projects. Regionally Significant Projects are defined as company and site specific projects located outside the existing zone boundaries of 1280 acres/credits and must meet the criteria of Section 957(d) of the New York General Municipal Law, and

WHEREAS, the Town Board has received a recommendations from the Suffolk County/Town of Riverhead Empire State Development for the designation the following as being Regionally Significant Projects, and

WHEREAS, final approval of Regionally Significant Projects is granted by New York State Empire State Development Corp,

Now, therefore, be it

**RESOLVED**, that Town of Riverhead concurs that the following projects should be considered for designation by Empire State Development Corp. as being "Regionally Significant Projects":

(1) TELEPHONICS CORPORATION located at 789 Park Avenue, Huntington, New York more particularly described as Suffolk County Tax Map NO. 0400-104.04-01.00-110.000; and

(2) US WEB. Inc. located at 780 Park Avenue, Huntington, New York more particularly described as Suffolk County Tax Map No. 0400-104.00-01.00-050.000; and

(3) CUSTOM WOODWORK, LTD. Dba HERITAGE WIDE PLANK FLOORING AND RENAISSANCE WOODWORKING located at 713-817 Pulaski Street, Riverhead, New York more particularly described as Suffolk County Tax Map No. 600-124-02-24; and

(4) C & N PACKAGING, INC. located at 105 Wyandanch Avenue, Wyandanch, New York more particularly described as Suffolk County Tax Map No. 08000-0200-119009; and

(5) AIR TECHNIQUES, INC. located at 1295 Walt Whitman Road, Melville, New York more particularly described as Suffolk County Tax Map No. 0400-255.00-01.00-002.005;

(6) HI-TECH PHARMACAL, INC. located at 369 Bayview Avenue, 219 & 225 Dixon, 10, 13 & 26 Edison, Amityville, New York more particularly described as Suffolk County Tax Map Nos. 0101-004.00-02.00-020.001, 0101-004.00-02.00-016.002, 0101-004.00-02.00-015.001, 0101-004.00-02.00-009.000 is hereby designated by the Town Board of the Town of Riverhead as being a REGIONALLY SIGNIFICANT PROJECT, and be it further

**RESOLVED** that the Town Clerk shall provide a certified copy of this resolution to the Building Department, Empire Zone Coordinator, Planning Department, Code Enforcement and the Town Attorney.

The Vote  
Councilwoman Blass ✓  
Councilman Bartunek ✓  
Supervisor Cardinale

Councilman Densieski ✓  
Councilman Dunleavy ✓  
\_\_\_\_\_

Adopted

10/16/07

**TOWN OF RIVERHEAD**

Resolution # 996

**APPOINTS**  
**VOLLYBALL ATTENDANTS AND OFFICIALS**  
**TO THE**  
**RECREATION DEPARTMENT**

**COUNCILWOMAN BLASS**

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

which was seconded by **COUNCILMAN BARTUNEK** \_\_\_\_\_

**RESOLVED**, that the Town Board appoints the attached list of Volleyball Attendants and Officials to the Recreation Department effective October 22, 2007 to and including May 31, 2008 to serve as needed on an at will basis and to serve at the pleasure of the Town Board and

**BE IT FURTHER, RESOLVED**, that the Town Board hereby authorizes the Town Clerk to forward a copy of this resolution to Greg Scanlon, Alexandra Sokoloff, Bonnie Koch, Fred Butcher IV, Rich Terry, John Nowack, and Kenneth Drumm.

2

**THE VOTE**  
Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no  
Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
Cardinale  yes \_\_\_ no  
**THE RESOLUTION  WAS \_\_\_ WAS NOT**  
**THEREFORE DULY ADOPTED**

**RECREATION DEPARTMENT APPOINTMENTS  
10/16/07 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>
Scanlon	Greg	P/T Volleyball Official <sup>2</sup>	V	10/22/07	5/31/08	\$12.42
Sokoloff	Alexandra	P/T Volleyball Official <sup>2</sup>	II	10/22/07	5/31/08	\$11.36
Koch	Bonnie	C/I Volleyball Official <sup>2</sup>	I	10/22/07	5/31/08	\$10.33
Boutcher	Fred IV	P/T Volleyball Attendant	II	10/22/07	5/31/08	\$9.90
Terry	Rich	P/T Volleyball Attendant	IV	10/22/07	5/31/08	\$10.50
Nowack	John	C/I Volleyball Attendant	IV	10/22/07	5/31/08	\$10.50
Drumm	Kenneth	C/I Volleyball Attendant	IV	10/22/07	5/31/08	\$10.50

All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start.

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<sup>1</sup> Rec. Colleen: Res Blanket Volleyball 07-08

October 16, 2007

TOWN OF RIVERHEAD

Adopted

Resolution # 997

APPOINTS AND RE-APPONTS MEMBERS TO THE RIVERHEAD HUMAN SERVICE ADVISORY BOARD

COUNCILMAN BARTUNEK

offered the following resolution, which was seconded by,

COUNCILMAN DUNLEAVY

WHEREAS, the Town Board recommends the appointment and reappointment of certain members to the Human Service Advisory Board.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby appoints and reappoints members of the Human Services Advisory Board, each to serve a two (2) or (3) year term, as follows:

- Robyn Gaston, Family Service League 2 year term
Sister Margaret Smyth, North Fork Spanish Apostolate 3 year term
Gwendolyn Branch, Suny Suffolk Education 2 year term
Bernadette Gildea, THCR 3 year term
Louise Wilkinson, PTO 2 year term
Mike Stalz, Synergy 3 year term
Donna Lyczkowski, Riverhead Town Hall Youth Bureau 2 year term
Judy Doll, Riverhead Town Hall Senior Center 3 year term

BE IT FURTHER RESOLVED, that Councilman George Bartunek shall act as liason for the Human Service Advisory Board; and be it further

RESOLVED, that the Town Clerk shall provide a copy of this resolution to Councilman George Bartunek; Robyn Gaston, 208 Roanoke Avenue, Riverhead New York, 11901; Sister Margaret Smyth, 220 Roanoke Avenue, Riverhead, New York, 11901; Gwen Branch, 121 Speonk-Riverhead, New York 11901; Louise Wilkenson, 1036 Middle Road, Riverhead, New York, 11901; Mike Stalz; Donna Lyczkowski; and Judy Doll; and the Office of the Town Attorney.

THE VOTE

DUNLEAVY YES NO BARTUNEK YES NO

BLASS YES NO DENSIESKI YES NO

CARDINALE YES NO

THIS RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 998

AMENDS RESOLUTION #933 OF 2007
AUTHORIZES THE SUPERVISOR TO EXECUTE A CONSTRUCTION AGREEMENT

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

WHEREAS, Resolution #933 adopted on October 2, 2007, authorized the Supervisor to execute an agreement between the Parr Organization Inc., and the Town of Riverhead; and

WHEREAS, contract terms were further negotiated after October 2, 2007; and

WHEREAS, The Parr Organization Inc. has contracted with Suffolk County to construct, repair and/or restore the Suffolk County Culinary Arts Center; and

WHEREAS, the Riverhead Town Engineer has made numerous professional recommendations regarding construction, repair and/or restoration of the Suffolk County Culinary Arts Center; and

WHEREAS, the Riverhead Town Board seeks to ensure that the Parr Organization Inc. completes the construction, repair and/or restoration of the Suffolk County Culinary Arts Center in a manner consistent with the recommendations of the Riverhead Town Engineer.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby amends Resolution #933 adopted by the Riverhead Town Board on October 2, 2007, to reflect the attached agreement; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute the attached construction agreement as amended with The Parr Organization Inc.; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Walter Paulick, The Parr Organization Inc., 2150 Smithtown Avenue, Suite 1, Ronkonkoma, New York 11779; the Office of the Supervisor; Town Engineer; and the Office of the Town Attorney.

THE VOTE

Bartunek [X] Yes [ ] No Dunleavy [X] Yes [ ] No
Blass [X] Yes [ ] No Densieski [X] Yes [ ] No
Cardinale [X] Yes [ ] No

The Resolution [X] Was [ ] Was Not Thereupon Duly Declared Adopted

**CONSTRUCTION AGREEMENT**  
**As Amended**

**Re: Suffolk County Community College Culinary Arts Center**

This Agreement, made this \_\_\_\_\_ day of October, 2007, between the TOWN OF RIVERHEAD, a municipal corporation having offices at 200 Howell Avenue, Riverhead, New York 11901 (hereinafter referred to as "Town") and THE PARR ORGANIZATION INCORPORATED, having offices at 2150 Smithtown Avenue, Suite 1, Ronkonkoma, New York, 11779 (hereinafter referred to as "Parr").

**WITNESSETH:**

1. Parr hereby agrees to install Belgian block curbing from the edge of the dumpster slab to the end of the straight run.
2. Parr agrees to repair damaged curbing and damaged sidewalk along the north, west and east portions of Lombardi Park damaged during construction as indicated by the Town Engineer. Said repair and/or replacement must be completed to the Town's satisfaction. When replacing the curb and sidewalk, Parr agrees the pavement must be sawcut two (2) feet from the face of curb and replaced with full depth pavement which must be inspected and approved by the Town Engineer or his designee.
3. Parr agrees to ensure the removal, replacement and/or repair of the trench cut for the gas service which appears to have significantly settled. Said trench cut removal, replacement and/or repair must be completed to the Town's satisfaction.

4. Parr agrees to repair the curbing and sidewalk along the east side of Roanoke Avenue adjacent to Lombardi Park. Parr and Town agree that Roanoke Avenue is owned and maintained by the Suffolk County Department of Public Works (SCDPW). Parr agrees that all restoration work must be constructed in accordance with SCDPW Permit No. 73-61 issued and signed by Walter Paulick in November 2006.

5. Parr further agrees and acknowledges that it was informed of the above conditions and requirements by correspondence dated September 21, 2007, from Christine Fetten, Assistant Town Engineer, to Angel Menendez, The Parr Organization Inc., as amended by this Agreement.

TOWN OF RIVERHEAD

THE PARR ORGANIZATION INC.

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By: Phil Cardinale  
Riverhead Town Supervisor

---

By: Ronald Parr

10/12/07

Formatted: Line spacing: single

October 16, 2007

Adopted

TOWN OF RIVERHEAD

AUTHORIZES RELEASE OF DEVELOPER MONEY  
GENDOT ASSOCIATES

RESOLUTION # 999

COUNCILMAN DENSIESKI

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

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

**WHEREAS**, Gendot Associates, deposited monies for map and plan for the expansion of the Riverhead Water District, Capital Project 30064, with the Town of Riverhead on September 11, 2000 totaling Two Thousand Five Hundred Dollars (\$2500.00).

**WHEREAS**, Holzmacher, McLendon & Murrell, P.C. (H2M) and the Riverhead Water District has determined that all work for this project has been completed and the developer is due back a refund of Six Hundred and Twenty Five Dollars (\$625.00)

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Accounting Department to release said monies in the sum of Six Hundred Twenty Five Dollars (\$625.00) to Gendot Associates; and

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

**THE VOTE**

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

Holzmacher, McLendon & Murrell, P.C. ▶ H2M Associates, Inc.  
H2M Labs, Inc. ▶ H2M Architects & Engineers, Inc.

575 Broad Hollow Road, Melville, New York 11747  
631.756.8000, Fax: 631.694.4122  
www.h2m.com

October 11, 2007

Ms. Melissa Peeker  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

**Re: Riverhead Water District  
Install Water Mains & Appurtenances  
Gendot Homes  
H2M Project No.: RDWD 00-56  
Riverhead Town No.: 30064  
Purchase Order No.: 041822**

Dear Ms. Peeker:

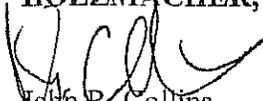
At the Town's request, we have evaluated the final costs based on our records for the above referenced project. Accordingly, we have prepared the following summary of final costs based on our records. We ask that you confirm these costs with your records.

Total Deposits:	\$	2,500.00
Engineering Costs:		<u>1,875.00</u>
<i>BALANCE:</i>	\$	625.00 *

To date, H2M has received payment for all invoices related to the above referenced project. Based on this, we recommend that the District release the balance of funds to the developer. Please note that these costs do not include any legal fees that may pertain to the project.

Very truly yours,

**HOLZMACHER, McLENDON & MURRELL, P.C.**



John R. Collins

cc: Supt. Gary Pendzick

P:\RDWD-Riverhead Water District\RDWD0056 - Gendot Homes\closeout.doc

Adopted

43219-2-22

**BOND RESOLUTION  
(EFFECTIVE IMMEDIATELY)**

COUNCILWOMAN BLASS

COUNCILMAN BARTUNEK

offered the following resolution, seconded by

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, on the 16th day of October, 2007, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT: Supervisor Cardinale  
Councilman Densieski  
Councilman Bartunek  
Councilwoman Blass  
Councilman Dunleavy

ALSO PRESENT: Town Clerk, Barbara Grattan  
Town Attorney, Dawn Thomas

ABSENT:

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

**THE VOTE**

Dunleavy  yes \_\_\_ no \_\_\_ Bartunek  yes \_\_\_ no \_\_\_  
Blass  yes \_\_\_ no \_\_\_ Densieski  yes \_\_\_ no \_\_\_  
Cardinale  yes \_\_\_ no \_\_\_

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

BOND RESOLUTION DATED OCTOBER 16, 2007.

A RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$90,000, AND AUTHORIZING THE ISSUANCE OF \$90,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; NOW, THEREFORE,

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

Section 1. The purchase of equipment for construction and maintenance purposes, each item of which exceeds \$30,000, for the Town of Riverhead, Suffolk County, New York, including incidental equipment and expenses in connection therewith, is hereby authorized, at a maximum estimated cost of \$90,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$90,000 bonds of said Town, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized **will not exceed five years.**

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

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

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

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

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

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

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

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

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

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

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

The resolution was thereupon declared duly adopted.

\* \* \* \* \*



## LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on October 16, 2007, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Riverhead, Suffolk County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the Town Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Riverhead, New York,

October 16, 2007.

Barbara Grattan  
Town Clerk

Resolution # 1000

BOND RESOLUTION DATED OCTOBER 16, 2007.

A RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$90,000, AND AUTHORIZING THE ISSUANCE OF \$90,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF.

<b>Class of objects or purposes:</b>	Purchase of equipment for construction/ maintenance purposes
<b>Period of probable usefulness:</b>	15 years, limited to 5 years
<b>Maximum estimated cost:</b>	\$90,000
<b>Amount of obligations to be issued:</b>	\$90,000 bonds.

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

**COUNCILMAN BARTUNEK**

**COUNCILMAN DUNLEAVY**

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

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, on the 16th day of October, 2007, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by \_\_\_\_\_ Supervisor Cardinale \_\_\_\_\_, and

upon roll being called, the following were:

- PRESENT:
- Supervisor Cardinale
  - Councilman Densieski
  - Councilman Bartunek
  - Councilwoman Blass
  - Councilman Dunleavy

ALSO PRESENT: Town Clerk, Barbara Grattan  
Town Attorney, Dawn Thomas

ABSENT:

The following resolution was offered by COUNCILMAN BARTUNEK, who moved its adoption, seconded by COUNCILMAN DUNLEAVY, to-wit:

**THE VOTE**

Dunleavy  yes  no    Bartunek  yes  no  
 Blass  yes  no    Densieski  yes  no  
 Cardinale  yes  no

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

BOND RESOLUTION DATED OCTOBER 16, 2007.

A RESOLUTION, SUBJECT TO PERMISSIVE REFERENDUM, AUTHORIZING THE RECONSTRUCTION OF ROADS THROUGHOUT AND IN AND FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,200,000, AND AUTHORIZING THE ISSUANCE OF \$1,200,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF.

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

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

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

Section 1. The reconstruction of roads throughout and in and for the Town of Riverhead, Suffolk County, New York, including incidental improvements and expenses in connection therewith, is hereby authorized, at a maximum estimated cost of \$1,200,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$1,200,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

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

Section 4. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same

respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

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

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

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

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

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

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

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

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

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

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

_____	VOTING _____

The resolution was thereupon declared duly adopted.

NOTICE OF ADOPTION OF RESOLUTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Riverhead, Suffolk County, New York, at a meeting held on the 16th day of October, 2007, duly adopted the resolution published herewith **subject to a permissive referendum.**

Dated: Riverhead, New York,

October 16, 2007.

Barbara Grattan  
Town Clerk

Resolution # 1001

BOND RESOLUTION DATED OCTOBER 16, 2007.

A RESOLUTION, SUBJECT TO PERMISSIVE REFERENDUM, AUTHORIZING THE RECONSTRUCTION OF ROADS THROUGHOUT AND IN AND FOR THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,200,000, AND AUTHORIZING THE ISSUANCE OF \$1,200,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF.

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

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

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

Section 1. The reconstruction of roads throughout and in and for the Town of Riverhead, Suffolk County, New York, including incidental improvements and expenses in connection therewith, is hereby authorized, at a maximum estimated cost of \$1,200,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$1,200,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

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

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

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

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

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

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

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

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

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

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the *News Review*, which is hereby designated as the official newspaper of said

Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

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

# Adopted

RESOLUTION # <u>1002</u> ABSTRACT #07-37 October 4, 2007 (TBM 10/16/07)				
<del>COUNCILMAN DUNLEAVY</del>				
_____ offered the following Resolution which was seconded by				
<del>COUNCILMAN DENSIESKI</del>				
FUND NAME		CD-10/3/07	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	2,925,000.00	59,850.22	2,984,850.22
POLICE ATHLETIC LEAGUE	4		26,410.95	26,410.95
TEEN CENTER	5	8,000.00		8,000.00
RECREATION	6	25,000.00		25,000.00
CHILD CARE CENTER BLDG FUND	9	19,000.00		19,000.00
TOWN BOARD SPECIAL PROGRAM	24	22,000.00		22,000.00
YOUTH COURT SCHOLARSHIP	25	1,500.00		1,500.00
SENIORS DAYCARE BLDG FUND	27	4,000.00		4,000.00
ANIMAL SPAY/NEUTER FUND	29	1,000.00		1,000.00
ECONOMIC DEVELOPMENT ZONE FUND	30	13,000.00	8.54	13,008.54
RECREATION YOUTH FUND	31	2,000.00		2,000.00
HIGHWAY FUND	111	24,000.00	40,493.76	64,493.76
WATER DISTRICT	112		32,011.11	32,011.11
REPAIR & MAINTENANCE	113	525,000.00		525,000.00
RIVERHEAD SEWER DISTRICT	114	2,375,000.00	3,974.42	2,378,974.42
REFUSE & GARBAGE COLLECTION DI	115	785,000.00	364.05	785,364.05
STREET LIGHTING DISTRICT	116	24,000.00	3,339.81	27,339.81
PUBLIC PARKING DISTRICT	117	145,000.00	12,500.00	157,500.00
BUSINESS IMPROVEMENT DISTRICT	118	95,000.00	12,500.00	107,500.00
AMBULANCE DISTRICT	120	70,000.00	1,857.24	71,857.24
CALVERTON SEWER DIST	124	39,000.00		39,000.00
RIVERHEAD SCAVANGER WASTE DIST	128		2,263.76	2,263.76
SEWER DISTRICT FUND	130	190,000.00		190,000.00
WORKERS' COMPENSATION FUND	173	1,200,000.00	12,828.11	1,212,828.11
UNEMPLOYMENT	176	50,000.00		50,000.00
REVOLVING LOAN PROGRAM	178	61,000.00		61,000.00
RESIDENTAL REHAB PROGRAM	179	18,000.00		18,000.00
CDBG CONSORTIUM ACCOUNT	181	169,000.00	100.00	169,100.00
UDC WORKING FUND	182	5,500.00		5,500.00
RESTORE	184	13,000.00		13,000.00
PUBLIC PARKING DEBT SERVICE	381	32,000.00		32,000.00
SEWER DEBT SERVICE	382	90,000.00		90,000.00
WATER DEBT SERVICE	383	600,000.00		600,000.00
GENERAL FUND DEBT SERVICE	384	5,325,000.00		5,325,000.00
SCAVENGER DEBT SERVICE	385	94,000.00		94,000.00
SUFFOLK THEATER DEBT SERVICE	386	130,000.00		130,000.00
TOWN HALL CAPITAL PROJECTS	406		167,013.55	167,013.55
800 SERIES CAPITAL PROJECT	408	20,000.00		20,000.00
TWO BEARS CAPITAL PROJECT	440	39,000.00		39,000.00
SENIORS HELP SENIORS CAP PROJE	453		112.84	112.84
EISEP	454	110,000.00		110,000.00
MUNICIPAL FUEL FUND	625		3,213.97	3,213.97
MUNICIPAL GARAGE FUND	626		704.61	704.61
SPECIAL TRUST	736	760,000.00		760,000.00
COMMUNITY PRESERVATION FUND	737	4,650,000.00	2,730.02	4,652,730.02
CDA	914	450,000.00		450,000.00
CDA-CALVERTON	915	1,500.00		1,500.00
<b>TOTAL ALL FUNDS</b>		<b>21,110,500.00</b>	<b>382,276.96</b>	<b>21,492,776.96</b>

**THE VOTE**

Dunleavy  yes \_\_\_ no Bartunek  yes \_\_\_ no  
 Blass  yes \_\_\_ no Densieski  yes \_\_\_ no  
 Cardinale  yes \_\_\_ no

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

# Adopted

RESOLUTION # 1002	ABSTRACT #07-38	October 11, 2007	(TBM 10/16/07)	
_____ offered the following Resolution which was seconded by _____				
<b>FUND NAME</b>		<b>CD-10/3/07</b>	<b>CHECKRUN TOTALS</b>	<b>GRAND TOTALS</b>
GENERAL FUND	1		2,337,987.07	2,337,987.07
RECREATION PROGRAM FUND	6		3,417.66	3,417.66
CHILD CARE CENTER BUILDING FUN	9		394.07	394.07
ECONOMIC DEVELOPMENT ZONE FUND	30		3,770.48	3,770.48
HIGHWAY FUND	111		125,925.18	125,925.18
WATER DISTRICT	112		236,093.50	236,093.50
RIVERHEAD SEWER DISTRICT	114		144,950.07	144,950.07
REFUSE & GARBAGE COLLECTION DI	115		31,374.30	31,374.30
STREET LIGHTING DISTRICT	116		34,104.53	34,104.53
PUBLIC PARKING DISTRICT	117		23,395.83	23,395.83
BUSINESS IMPROVEMENT DISTRICT	118		3,243.61	3,243.61
AMBULANCE DISTRICT	120		57,131.71	57,131.71
EAST CREEK DOCKING FACILITY FU	122		665.73	665.73
CALVERTON SEWER DISTRICT	124		5,994.07	5,994.07
RIVERHEAD SCAVANGER WASTE DIST	128		36,297.83	36,297.83
WORKERS' COMPENSATION FUND	173		5,445.16	5,445.16
CDBG CONSORTIUM ACOUNT	181		1,977.17	1,977.17
RESTORE GRANT PROGRAM	184		3,925.00	3,925.00
COMMUNITY DEVELOPMENT AGENCY C	405		7,343.75	7,343.75
TOWN HALL CAPITAL PROJECTS	406		174,568.60	174,568.60
YOUTH SERVICES CAP PROJECT	452		4,550.92	4,550.92
SENIORS HELPING SENIORS	453		2,620.76	2,620.76
MUNICIPAL FUEL FUND	625		4,735.00	4,735.00
MUNICIPAL GARAGE FUND	626		22,350.62	22,350.62
TRUST & AGENCY	735		841,522.86	841,522.86
COMMUNITY PRESERVATION FUND	737		1,899.62	1,899.62
CALVERTON PARK - C.D.A.	914		24.43	24.43
<b>TOTAL ALL FUNDS</b>			<b>4,115,709.53</b>	<b>4,115,709.53</b>