

# Adopted

RESOLUTION NO. 955

072113-03137P

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at Town Hall, 200 Howell Avenue, in Riverhead, New York, in said Town, on 21st day of October, 1999, at 4:00 o'clock P.M., Prevailing Time.

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

PRESENT:           Supervisor Vincent Villella  
                  Councilman Christopher Kent  
                  Councilman Mark Kwasna  
                  Councilman James Lull

ABSENT:           Councilman Philip Cardinale

The following resolution was offered by Councilman Kent who moved its adoption, seconded by Councilman Kwasna to-wit:

072113-03137P

RESOLUTION DATED OCTOBER 21, 1999.

A RESOLUTION MAKING CERTAIN DETERMINATIONS IN RELATION TO AND APPROVING THE ESTABLISHMENT OF THE PROPOSED RIVERHEAD AMBULANCE DISTRICT IN THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, PURSUANT TO ARTICLE 12-A OF THE TOWN LAW.

WHEREAS, said map, plan and report, including an estimate of the cost, have been filed in the office of the Town Clerk of said Town, where the same are available during regular office hours for examination by any persons interested in the subject matter thereof, including estimate of cost; and

WHEREAS, the boundaries of said Riverhead Ambulance District shall be the entire area of the Town outside of any village and outside of Wading River Fire District; and

WHEREAS, no capital improvements are proposed to be acquired or constructed in connection with the establishment of the Riverhead Ambulance District of the Town of Riverhead, it being intended for said District to provide ambulance service to the District by means of volunteers with existing equipment and property, and therefore, no bonds, notes, certificates or other evidence of indebtedness of the Town will be issued in connection with the establishment of said Ambulance District; and

WHEREAS, the maximum estimated cost of said ambulance services for the 2000 fiscal year of said proposed District is \$310,500 including, but not limited to rent and lease expenses, equipment, supplies, insurance, and utilities; and

WHEREAS, the proposed method of financing the cost of said provision of service consists of the imposition of ad valorem tax on the residents of said proposed Riverhead Ambulance District; and

WHEREAS, no properties in said Riverhead Ambulance District would pay any initial fees to be entitled to service within said District, and therefore the estimated cost of hook-up fees to the typical property in said Riverhead Ambulance District is \$0.00; and

WHEREAS, the estimated cost of said Riverhead Ambulance District to the typical property therein is \$30.00 in the first year in which operation, maintenance, debt service and other charges and expenses are to be paid; and

WHEREAS, a detailed explanation of the manner by which were computed said estimated costs of hook-up fees and first-year costs to the typical property has been filed in the office of the Town Clerk where the same are available during regular office hours for examination by any person interested in the subject manner thereof; and

WHEREAS, said establishment and implementation of said Riverhead Ambulance District has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed will not result in any significant environmental effects as said ambulance services are currently a function being fulfilled in said Town; and

WHEREAS, an order was duly adopted by said Town Board on October 5, 1999, reciting a description of the boundaries of said

proposed District, the improvements proposed, the maximum amount proposed to be expended for said improvements, the fact that said map, plan and report were on file in the Town Clerk's office for public inspection and specifying the 19th day of October, 1999, at 7:00 o'clock P.M., Prevailing Time, at Town Hall, in Riverhead, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a public hearing to consider the establishment of said Riverhead Ambulance District and said map, plan and report filed in relation thereto and to hear all persons interested in the subject thereof concerning the same;

WHEREAS, notice of the aforesaid public hearing was duly published and posted in the manner and within the time prescribed by Section 209-d of the Town Law, and proof of publication and posting has been duly presented to said Town Board;

WHEREAS, said public hearing was duly held at the time and place in said order, as aforesaid, at which all persons desiring to be heard were duly heard; and

WHEREAS, said Town Board has duly considered said map, plan and report and the evidence given at said public hearing; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined as follows:

- a) The notice of hearing was published and posted as required by law and is otherwise sufficient;

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- b) All the property and property owners within said proposed Ambulance District are benefited thereby;
- c) All the property and property owners benefited are included within the limits of said proposed Ambulance District; and
- d) The establishment of said proposed Ambulance District is in the public interest.

Section 2. The establishment of Riverhead Ambulance District in the Town of Riverhead, Suffolk County, New York, to be bounded and described as hereafter set forth, and the provisions of services therein, all as described in the aforesaid map, plan and report and the preambles hereof, at a maximum estimated cost to the District of \$310,500 for fiscal year 2000, are hereby approved.

Section 3. Said Ambulance District shall be bounded and described as follows: the entire area of the Town outside of any village (there being none in said Town) and outside of Wading River Fire District.

Section 4. 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:

<u>Supervisor Vilella</u>	VOTING	<u>Yes</u>
<u>Councilman Cardinale</u>	VOTING	<u>Absent</u>
<u>Councilman Kent</u>	VOTING	<u>Yes</u>
<u>Councilman Kwasna</u>	VOTING	<u>Yes</u>
<u>Councilman Lull</u>	VOTING	<u>Yes</u>

The resolution was thereupon declared duly adopted.

\*

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\*

**THE VOTE**

Cardinale Absent Yes ~~No~~ Kent  Yes ~~No~~  
Kwasna  Yes ~~No~~ Lull  Yes ~~No~~  
Vilella  Yes ~~No~~

THE RESOLUTION WAS  WAS NOT \_\_\_\_\_  
THEREUPON DULY DECLARED ADOPTED

LEGAL NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Riverhead, Suffolk County, New York has adopted the following resolution subject to permissive referendum.

  
Town Clerk

Dated: Riverhead, New York  
October 21, 1999

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on October 21st, 1999, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

<u>Newspaper and/or other news media</u>	<u>Date given</u>
Times Review	October 22, 1999



I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)  
of posted notice

Date of Posting

Town Clerk's Bulletin Board

October 22, 1999

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on October 22, 1999.

  
Town Clerk

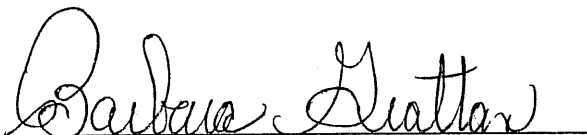
(SEAL)

AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York, DEPOSE AND SAY:

That on the 22nd day of October, 1999, I caused to be posted on the official signboard maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, an order, certified by me, duly adopted by said Town Board on the 21st day of October, 1999, a true and correct copy of which is attached hereto and made a part hereof.

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

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 1999.

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

SPECIAL BOARD MEETING

10/21/99

Adopted

Town of Riverhead

Resolution # 956

Amends Resolution #772 Authorizing Match for EDZ Administration

COUNCILMAN KWASNA offered the following resolution,

which was seconded by COUNCILMAN KENT

**WHEREAS**, a portion of the Calverton Enterprise Park is a designated Economic Development Zone (EDZ) pursuant to Article 18 of the General Municipal Law, as amended; and

**WHEREAS**, the implementation of EDZ's requires certain actions by the applicant municipality including the provision of matching funds for the appropriated state funds; and

**WHEREAS**, for the state budget year 7/99 to 6/00, New York State will provide a grant in the amount of \$46,000; and

**WHEREAS**, Suffolk County as joint applicant for the zone, will provide 25% of the 50% match, or \$23,000; and

**WHEREAS**, the New York State Department of Economic Development has requested the Town Board commitment to specify the \$23,000 match to be in-kind services.

**THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby amends Resolution #772 authorizing matching funds in the amount of \$23,000 in in-kind services for administration of the Calverton Enterprise Park EDZ.

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss, EDZ Coordinator Gloria Ingegno and Financial Administrator Jack Hansen.

**THE VOTE**

Cardinale absent Yes  No  Kent  Yes  No

Kwasna  Yes  No  Lull  Yes  No

Vilella  Yes  No

THE RESOLUTION WAS  WAS NOT

THEREUPON DULY DECLARED ADOPTED

SPECIAL BOARD MEETING

Adopted

10/21/99

TOWN OF RIVERHEAD

Resolution # 957

RETAINING R.D. GERONIMO LTD AND YOUNG & YOUNG IN CONNECTION WITH THE CONDEMNATION PROCEEDING REGARDING PREMISES AT EDWARDS AND RILEY AVENUE, CALVERTON (DONAHUE)

COUNCILMAN KENT offered the following resolution, was seconded by COUNCILMAN KWASNA :

WHEREAS the Supreme Court of the State of New York, County of Suffolk, has directed a new trial be had with respect to the claimant's claims against the Town; and

WHEREAS in connection with the new trial the Court has directed that the parties prepare new appraisals; and

WHEREAS the Town will require the professional services of an engineering firm with respect to the preparation of the appraisal and conduct of the trial;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby retains the services of R.D. Geronimo Ltd. in connection with this condemnation proceeding as set forth in its written proposal dated June 2, 1999; and it is further

RESOLVED, that the Town Board of the Town of Riverhead hereby retains the services of Young & Young in connection with this condemnation proceeding as set forth in its written proposal dated October 4, 1999; and it is further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Frank A. Isler, Esq., the Town Attorney, R.D. Geronimo Ltd., and Young & Young.

THE VOTE

Cardinale absent Yes  No

Kwasna  Yes  No

Villella  Yes  No

THE RESOLUTION WAS NOT  THEREUPON BEING DECLARED ADOPTED

SPECIAL BOARD MEETING

10/21/99

Adopted

TOWN OF RIVERHEAD

Resolution # 9 58

**AUTHORIZES TOWN SUPERVISOR TO EXECUTE FIREWORKS SALES AGREEMENT WITH BAY FIREWORKS FOR NEW YEARS EVE 1999**

COUNCILMAN KWASNA offered the following resolution, was seconded by

COUNCILMAN KENT :

**WHEREAS**, the Town of Riverhead wishes to have Bay Fireworks conduct a fireworks event within the Town of Riverhead for the enjoyment of Riverhead residents on New Years Eve 1999; and

**WHEREAS**, a Fireworks Sales agreement between the Town of Riverhead and Bay Fireworks for New Years Eve 1999 has been submitted and was approved as to form by the Town Attorney of the Town of Riverhead;

**NOW THEREFORE BE IT RESOLVED**, that the Town Supervisor is hereby authorized to execute the Fireworks Sales Agreement; and it is further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Bay Fireworks, P.O. Box 912, Syosset, N.Y. 11791, the Office of the Town Supervisor, and the Riverhead Police Department.

THE VOTE

Cardinale abstain Yes \_\_\_ No \_\_\_

Kwasna Yes Yes \_\_\_ No \_\_\_

Vitellari Yes Yes \_\_\_ No \_\_\_

Kent Yes Yes \_\_\_ No \_\_\_

THE RESOLUTION WAS X WAS NOT

THEREUPON BEING DECLARED ADOPTED

**BAY**  
America's World Class Fireworks Leader

Display Date: 12/31/99

**FIREWORKS SALES AGREEMENT**

AGREEMENT made this day Sept. 9, 1999 by and between BAY FIREWORKS, INC., whose address is PO. Box 912, Syosset, New York 11791 (hereinafter "BAY FIREWORKS"); and The Town of Riverhead, 200 Howell Avenue, Riverhead, N.Y. 11901

WHEREAS, BAY FIREWORKS sells fireworks and conducts exhibitions of its products; and  
 WHEREAS, SPONSOR wishes to purchase fireworks from BAY FIREWORKS and BAY FIREWORKS wishes to sell fireworks to SPONSOR;  
 WHEREAS, SPONSOR wishes to retain the services of BAY FIREWORKS as sole fireworks supplier and producer to conduct an exhibition of the fireworks purchased from BAY FIREWORKS;

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto do mutually agree as follows:

1. **DATE & LOCATION:** BAY FIREWORKS shall sell and SPONSOR shall purchase the fireworks as set forth on the proposal previously submitted and made a part hereof ("Fireworks") for delivery by BAY FIREWORKS on 12/31/99 to the following location: Riverhead New York
2. **EXHIBITION:** On the delivery date specified in Paragraph 1, BAY FIREWORKS shall set-up, staff and fire the fireworks at the Exhibition Location. The display will be under the supervision of a BAY FIREWORKS trained technician. It is agreed that BAY FIREWORKS shall be the sole fireworks supplier and producer for the event contracted for herein
3. **COST & PAYMENTS:**

**TOTAL AGREEMENT PRICE**

The total sum of \$ 10,000.00 shall be due and payable as follows: \$ 10,000.00

- a. The sum of \$ 5,000.00 upon execution and delivery of this contract.
  - b. Balance of the total sales (and service contract price if applicable): \$ 5,000.00 plus any taxes or any other permits and fees that may be applied to this sale shall be paid not later than five business days prior to the display date or by certified or official bank check not later than noon on the day of the display, unless otherwise agreed to in writing by BAY FIREWORKS.
4. **INCLEMENT WEATHER:** If the delivery and/or display of the fireworks is postponed by reason of inclement weather, same shall be re-scheduled to the Inclement Weather Date set forth below, in which event a rescheduling charge in an amount equal to 10% of the contract price shall be added to the balance due to cover additional expenses incurred by BAY FIREWORKS. It is agreed and understood by the parties hereto that in the event the fireworks are unpacked and set up before any inclement weather, or if there is no Inclement Weather Scheduled, the said display of fireworks will be carried out in the best possible manner, without any deductions whatever from the above mentioned Cost & Payments (section #3). Any request made by SPONSOR for rescheduling shall be received by BAY FIREWORKS not later than 12:01 A.M. on fireworks delivery date.

**INCLEMENT WEATHER DATE:**

5. **SPONSOR'S AGENT:** Vincent G. Vilella shall be designated as SPONSOR agent to whom all questions and inquiries shall be relayed. SPONSOR agent shall be the only agent of SPONSOR authorized to request inclement weather rescheduling of the delivery and exhibition of the Fireworks on the part of SPONSOR.
6. **MATERIALS & DELIVERY:** BAY FIREWORKS will deliver all Fireworks materials purchased by SPONSOR to display site.

7. **EXHIBITION PLANNER CHECKLIST:** It is agreed and understood by SPONSOR that the delivery of the Fireworks and their display by BAY FIREWORKS, if applicable, shall be contingent upon the strict compliance by SPONSOR with all items specified on the Exhibition Planner Checklist (EPC) which is annexed hereto and made a part hereof, and that the failure of SPONSOR to so comply with all requirements set forth in the EPC to the satisfaction of BAY FIREWORKS within the time limits therein set forth shall be deemed to be a default of SPONSOR's obligations hereunder.
8. **SECURITY:** SPONSOR shall provide and maintain before, during and after the exhibition until the pyrotechnician in charge declares the area clear, security lines, police protection, snow fencing, rope lines, barricades as deemed necessary by the local government, or as deemed necessary by Bay Fireworks. SPONSOR

each initial each page, and sign the last page.

Initial here: \_\_\_\_\_  
 Sponsor                      Bay Fireworks

shall also provide and maintain an area clear of any buildings cars and spectators with a minimum radius as specified by NFPA (Code 1123-1995) as a Fire Safety Zone (FSZ) during the entire period commencing from the time the Fireworks are delivered to the site until after the exhibition. It is understood that BAY FIREWORKS will cease all fireworks discharge due to any security breach of the FSZ. BAY FIREWORKS shall not be responsible for personal injury, vehicle property damage occurring within the FSZ as a result of the failure of SPONSOR to maintain aforementioned FSZ. SPONSOR acknowledges and agrees that BAY FIREWORKS' responsibilities are limited to the sale and exhibition of the Fireworks and that BAY FIREWORKS is relying on SPONSOR to maintain the aforementioned FSZ and to comply with all Federal, State, municipal and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the site of the exhibition of fireworks.

9. CREDITS: As a material inducement to BAY FIREWORKS agreeing to enter into this Agreement, SPONSOR shall give BAY FIREWORKS program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise.

10. INABILITY TO DELIVER OR CONDUCT EXHIBITION: If BAY FIREWORKS shall be unable to deliver all or any part of the fireworks contracted hereunder at the time specified herein or shall be unable to conduct the display of fireworks, (if applicable), due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, acts of God (whether or not such acts of God have occurred frequently or habitually or are of a common or seasonal occurrence in the locality of such display) or for any other reason beyond BAY FIREWORKS' control, BAY FIREWORKS' will be entitled to the full contract price (100%)

11. TEMPORARY DISCONTINUANCE DURING SERVICE: Any temporary discontinuance during the discharge of said fireworks shall not constitute a breach by BAY FIREWORKS of the terms of this contract.

12. CONTRACT SUBJECT TO GOVERNMENT REGULATION: This Agreement and BAY FIREWORKS' obligations hereunder are subject to all governing Federal, State, Municipal and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by SPONSOR prior to the delivery and exhibition of the Fireworks. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Fireworks described herein or in the event SPONSOR's permit in any way limits or restricts the sale, performance or operation of said exhibition, BAY FIREWORKS shall limit or restrict its performance or exhibition of the Fireworks and/or substitute such equivalent fireworks so as to comply with such law, rule, regulation or ordinance of SPONSOR'S permit. SPONSOR acknowledge that any such limit or restriction placed on the performance or operation of the fireworks exhibition, or any substitution of different fireworks by BAY FIREWORKS shall in no way result in or entitle SPONSOR to a reduction or abatement in the full contract price.

13. GENERAL PROVISIONS:

- a) BAY FIREWORKS shall not be liable for weather or atmospheric conditions that interfere with or delay the performance or aesthetic quality of the fireworks.
- b) This agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties, SPONSOR acknowledge and agrees that BAY FIREWORKS has not made any representations or warranties except other than those specifically set forth in this contract.
- c) SPONSOR will be responsible for the payment of all governmental fees and taxes, including, but not limited to, sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to this exhibition. Should any clause, section, or part of this agreement be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this agreement which can be effected without such illegal clause, section, or part shall nevertheless continue in full force and effect.
- e) SPONSOR is responsible for removal of all debris associated with the fireworks.
- f) Once the contract is signed and the program is then cancelled by the sponsor for any reason, the full contract price of the program (100%) shall be due and payable immediately, however, a credit allowance of the full contract price minus any expenses incurred by BAY FIREWORKS will be made for up to six months to allow rescheduling of event by sponsor.
- g) Bay Fireworks agrees to procure liability insurance on behalf of sponsor, and to indemnify sponsor, to the extent thereof, for all claims arising out of Bay Fireworks negligence in excess of \$2,500.

14. SPONSOR'S DEFAULT: In the event SPONSOR shall fail to pay any sum when due under the terms of this contract, SPONSOR shall pay, in addition to such amount, interest at the rate of 1-1/2% per month on the unpaid amount from the original due date. SPONSOR does further agree that it shall pay BAY FIREWORKS' reasonable attorney fees and court costs in the event BAY FIREWORKS shall commence suit or incur fees to compel SPONSOR to pay any sums due hereunder or otherwise as a result of SPONSOR'S default of any of the terms and provisions herein contained.

15. LIQUIDATED DAMAGES: It is agreed by and between the parties hereto that in the event of SPONSOR'S default hereunder, BAY FIREWORKS' damages shall be impossible to fix. Accordingly, as a material inducement to BAY FIREWORKS agreeing to enter into this Agreement, SPONSOR agrees that in the event of its default, at the option of BAY FIREWORKS, the entire contract price shall be and become immediately due and payable.

16. SUBSTITUTIONS: BAY FIREWORKS shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the program. Any substitutions shall in no way result in or entitle SPONSOR to a reduction or abatement in the full contract price.

17. ARBITRATION: Any and all disputes, differences, or any other type of controversy arising out of or in relation to this Agreement, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in the State of New York, City of New York, pursuant to the commercial rules then obtaining of the American Arbitration Association. Only one (1) arbitrator shall be required. The award of the arbitrator shall be final and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Agreement, nor to make any award which by its terms effects any such alteration or modification. The award and decision of the arbitrator must provide for an award to the prevailing party of reasonable attorneys' fees and costs, for services rendered (at the attorneys' then prevailing hourly rates) from the outset of the dispute through the ensuing arbitration and anticipated enforcement efforts. The award may include an assessment for such costs and expenses in the event the arbitrator determines that either the claim was not brought in good faith, or a defense was raised in bad faith. A hearing on the issue of fees shall not be required; but shall be determined by affidavits submitted during or after the arbitration hearing pursuant to a procedure to be implemented by the

Please initial each page, and sign the last page.

Initial here: \_\_\_\_\_  
Sponsor                      Bay Fireworks

arbitrator. Either party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment or replevin, pending the determination of any claim or controversy in arbitration.

**BINDING EFFECT:** This contract shall not be binding on BAY FIREWORKS until executed by SPONSOR and BAY FIREWORKS and BAY WORKS is in receipt of the deposit required hereunder.

**EXHIBITION PLANNER CHECKLIST - (EPC)**

**a. FIREWORKS DISPLAY PERMIT**

**SPONSORS RESPONSIBILITY:** Call your State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain the Fireworks Display permit. Obtain information on:

- 1) Filing application deadline and fees.
- 2) If any local land state fireworks license for transportation or display is required. If one is required, fax all forms immediately to us.
- 3) Fire Marshal's requirements for security of fireworks truck upon arrival, and the security of the fire zone before and during the display.
- 4) Federal regulations require that we carry an accurate route plan to the display site. Fax us a copy of the route instructions from the nearest US Interstate to the display area (approved by the fire marshal or other authority, if necessary).
- 5) Notify FAA on day of your display, according to the instructions in the FAA Letter of Approval, which will be forwarded to you prior to your display.

**b. COAST GUARD PERMITS (where required)**

- 1) If the fireworks are to be displayed on or near the water, the following may be required: (Permits must be filed for at least 45 days prior and 120 days prior for 4th of July events)
- 2) Coast Guard Application and Permit to Handle Hazardous Materials.
- 3) Coast Guard Marine Event Permit

**c. SPONSOR SITE RESPONSIBILITIES AND EXPENSES**

- 1) a. Sand: please deliver \_\_\_\_\_ yards of dry sand to the display site on display date
- 2) Security - Of equipment and Fire Safety Zone. From fireworks truck arrival until completion of job, and for the fireworks staging area from Bay Fireworks truck arrival until the display is completed and truck is packed for departure.

**d. RADIO SIMULCAST EXPENSES (Required Yes x No)**

Set up and staff a fireworks simulcast command center on site by 1:00pm on display date. Provide broadcast relay to Bay Fireworks Firing Center. Call our office for details.

- 3) Speaker system for VIP viewing stands.

**e. INSURANCE:** Please list below the additional insured, as they should appear on the insurance certificate:

1. The Town of Riverhead	3.
2.	

SPONSOR'S SIGNATURE \_\_\_\_\_ BAY FIREWORKS Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

Print Name Vincent G. Vilella  
Title Riverhead Town Supervisor

Please initial each page, and sign the last page.

Initial here: \_\_\_\_\_  
Sponsor Bay Fireworks



SPECIAL BOARD MEETING

10/21/99

Adopted

Town of Riverhead

Resolution #959

Authorizes Supervisor to Execute Agreement

COUNCILMAN LULL offered the following resolution,

which was seconded by COUNCILMAN KWASNA :

BE IT HEREBY RESOLVED, that the Riverhead Town Board hereby authorizes the Supervisor to enter into and execute an Agreement (copy attached herewith) between East End Aircraft L.I. Corp. and the Town of Riverhead in connection with the display of an F-14 aircraft leased by the U.S. Navy to the Town of Riverhead.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to provide a certified copy of this resolution to Community Development Director Andrea Lohneiss, Town Attorney Adam Grossman, Joseph VandeWetering, PO Box 766, Calverton, NY 11933.

THE VOTE

Cardinale absent Yes  No

Kwasna  Yes  No

Villella  Yes  No

THE RESOLUTION WAS  NOT

THEREUPON DULY DECLARED ADOPTED