

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

- Res. #1      Sets Salaries of General Town Employees for the Year 2009**
- Res. #2      Sets Salaries of Various Boards for the Year 2009**
- Res. #3      Sets Salaries of Street Lighting District for the Year 2009**
- Res. #4      Sets Salaries of Sewer/Scavenger Waste District for the  
Year 2009**
- Res. #5      Sets Salaries of Refuse and Garbage District for the Year  
2009**
- Res. #6      Sets Salaries of Water District Employees for the Year 2009**
- Res. #7      Sets Salaries of Elected Officials for the Year 2009**
- Res. #8      Sets Salaries of Highway Department for the Year 2009**
- Res. #9      Sets Salaries of Police Officers for the Year 2009**
- Res. #10     Sets Salaries of Program Employees for the Year 2009**
- Res. #11     Sets Salaries of Municipal Garage Employees for the Year  
2009**
- Res. #12     Ratifies Budget Transfers from Municipal Fuel and  
Municipal Garage to Town of Riverhead General Fund**
- Res. #13     Appoints Official Newspaper**
- Res. #14     Maintains Policy of Nondiscrimination**
- Res. #15     Appoints a Call-In Assistant Recreation Leader to the  
Riverhead Recreation Department (Jasmin Aceituno)**
- Res. #16     Appoints a Call-In Recreation Aid (Youth Bureau-Café) to  
the Riverhead Recreation Department (Maribeth Vail)**
- Res. #17     Appoints Part-Time Court Officer to the Police Department  
(Steven Sypher)**

- Res. #18** Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for an Executive Assistant
- Res. #19** Accepts Resignation of Bingo Inspector
- Res. #20** Appoints Part-Time Crossing Guard to the Police Department (Edward Dunne III)
- Res. #21** Ratifies the Approval of a Leave of Absence for a Police Officer (William Keegan)
- Res. #22** Reappoints Town Historian (Georgette Case)
- Res. #23** Appoints Bond Counsel
- Res. #24** Sets Standard Legal Counsel Hourly Rate
- Res. #25** Approves Highway Superintendent Expenditures
- Res. #26** Designates Banks as Official Depositories for Town Funds
- Res. #27** Sets Towing and Storage Fees
- Res. #28** Authorizes Budget Modification to the 2008 Community Development Block Grant Program
- Res. #29** Awards Bid for HVAC Improvement Project at Senior Citizen Center
- Res. #30** Authorizes the Supervisor to Execute an Agreement with Len Rempe, Inc. to Provide Oil Burner Maintenance Service at the Jamesport Volunteer Ambulance Facility
- Res. #31** Authorizes the Supervisor to Execute an Agreement with Len Rempe, Inc. to Provide Oil Burner Maintenance Service at the Town of Riverhead Buildings and Grounds Facility
- Res. #32** Ratifies Addendum to Lease Between the Town of Riverhead and the Division of Military and Naval Affairs
- Res. #33** Appointment and Approval of the Fee Schedule for the Raynor Group, P.E. & L.S. PLLC as Consulting Engineers and Land Surveyors

- Res. #34** Authorizes the Supervisor to Execute an Agreement with Jacqueline O’Sullivan for Board Transcribing
- Res. #35** Authorizes Expenditure for Support of Dr. Martin Luther King, Jr. Memorial Event
- Res. #36** Ratifies the Publication of a Public Notice for Public Hearing to Consider a Local Law Which Would Adopt a Map Designating Non-Disturbance Areas Pursuant to the Pine Barrens Overlay District (Riverhead Town Code Article XXXV) for the Former Naval Weapons Industrial Reserve Plant (NWIRP) now Known as Enterprise Park at Calverton (EPCAL)
- Res. #37** Accepts and Replaces Irrevocable Letter of Credit of M-GBC, LLC (Calverton Camelot II)
- Res. #38** Pays Bills

**Town of Riverhead**

# 1

**Adopted**

**SETS SALARIES OF GENERAL TOWN EMPLOYEES FOR THE YEAR 2009**

~~\_\_\_\_\_ COUNCILWOMAN BLASE~~ offered the following Resolution,  
which was seconded by

~~\_\_\_\_\_ COUNCILMAN DUNLEAVY~~  
RESOLVED, that the salaries of the following employees of the Town of Riverhead  
for the year 2009 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
<b><u>ANIMAL CONTROL</u></b>				
Louis Coronesi	10/10A	Animal Control Officer II	\$ 54,308.84	
Sean McCabe	5/9	Animal Control Officer I	\$ 47,844.12	
Ricky Muller	3/10A	Kennel Attendant	\$ 47,610.55	
Victoria Cain	3/7	Kennel Attendant	\$ 43,862.13	
<b><u>ASSESSORS</u></b>				
Lisa Wulfraat	9/17	Account Clerk Typist	\$ 54,063.57	
Cheryl Hotchkiss	9/6A	Sr. Assessment Clerk	\$ 42,908.79	
Loretta Trojanowski	9/6A	Sr. Assessment Clerk	\$ 42,908.79	
<b><u>BAY CONSTABLE</u></b>				
James Divan	6/14	Bay Constable	\$ 75,745.71	
<b><u>BINGO INSPECTOR</u></b>				
Vacant	51	Bingo Inspector	\$	10.0000
<b><u>BUILDING DEPARTMENT</u></b>				
Leroy E. Barnes, Jr.	7	Senior Building Inspector	\$ 104,957.00	
Richard E.Gadzinski	6/14	Electrical Inspector	\$ 75,745.71	
Sharon Klos	6/15	Building Permit Coord.	\$ 77,538.57	
Sharon Klos		Deputy Building Inspector	\$ 3,400.00	
Frances Friszolowski	4/11A	Head Clerk	\$ 60,606.17	
Joanne Krajewski	11/11A	Sr. Account Clerk Typist	\$ 51,075.55	
Billie Jo Jaeger	9/7A	Account Clerk Typist	\$ 43,971.15	
Susan Edwards	9/8	Account Clerk Typist	\$ 44,502.33	
Richard Podlas	6/12	Building Inspector	\$ 72,159.97	
Mark Griffin	6/8	Building Inspector	\$ 64,988.51	
John Wherry	37	P/T Building Inspector	\$	29.6474
Gladys Wilson	82	P/T Clerk	\$	15.8189
Anthony Schoberl	42	P/T Sign Inspector	\$	20.0000
<b><u>BUILDINGS &amp; GROUNDS</u></b>				
Guy Cawley	15/17A	Bldg. Maint. Super	\$ 68,336.49	
Gary Hubbard	15/10A	Maint. Mechanic V	\$ 59,029.53	
Steven McKay	11/10A	Grounds Maint. Supervisor	\$ 55,240.18	
Frederick Smith	7/14	Maint. Mechanic II	\$ 55,441.08	
Robert Hubbard	7/10A	Maint. Mechanic II	\$ 51,398.51	
McKinley Ross	7/10A	Maint. Mechanic II	\$ 51,398.51	
Juan Ayala	7/10	Maint. Mechanic II	\$ 50,821.00	
Henryk Niedzwiecki	7/9	Maint. Mechanic II	\$ 49,665.98	
Scott Sulzer	7/8	Maint. Mechanic II	\$ 48,510.96	
David Zebrowski	7/7	Maint. Mechanic II	\$ 47,355.94	
Zygmunt Rachubka	7/6	Maint. Mechanic II	\$ 46,200.92	
James Pipczynski	7/5	Maint. Mechanic II	\$ 45,045.90	
Thomas Vance	7/P	Maint. Mechanic II	\$ 42,735.86	
Joe Ortiz	4/6	Maint. Mechanic I	\$ 43,650.17	

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
Stephen Magee	1/13	Custodial Worker I	\$ 48,275.40	
Madeline Cavaluzi	1/5	Custodial Worker I	\$ 40,052.34	

### FIRE MARSHAL

Scott Davonski	10/4	Chief Fire Marshal	\$ 75,250.85	
David Andruszkiewicz	6/10A	Fire Marshal I	\$ 69,470.67	
Laura Tague	9/6	Account Clerk Typist	\$ 42,377.61	
Craig Zitek	6/5A	Fire Marshal I	\$ 60,506.34	

### COMMUNITY DEVELOPMENT

Lizabeth Plouff	4/P	Community Dev. Program Tech.	\$ 47,619.74	
Daniel Thompson	2	P/T Housing Inspector		\$ 27.2718
Joseph Maiorana	7/10	Asst Comm Dev Pro Sup	\$ 73,792.83	
Christine Kempner		Community Dev Admin	\$ 96,805.00	

### ENGINEERING

Kenneth Testa	36	Town Engineer	\$ 115,264.78	
Christine Fetten	54	Deputy Town Engineer	\$ 93,748.00	
Mark Heppner	11	PT Comp Graph Map Specialist		\$ 40.9700
Margaret McKay	9/7	Account Clerk Typist	\$ 43,439.97	

### FINANCE

Theresa Davis	4/6	Netwk & Sys Tech	\$ 52,203.19	
Lori Pipczynski	9/12A	Computer Operator II	\$ 89,699.30	
Martin Lynch	4/4	Netwk & Sys Tech	\$ 49,147.55	
Cheryl Kozakiewicz	4/4	Budget Technician	\$ 49,147.55	
Jean Miloski	7/6	Principal Account Clerk		\$ 36.1535
Janet Griffin	7/7	Principal Account Clerk	\$ 67,987.59	
Robert Hubbs	7/4	GIS Supervisor	\$ 62,182.33	
Joan Mottern	9/6	Account Clerk Typist	\$ 42,377.61	
Carol Del Vecchio	4/4	Payroll Supervisor	\$ 49,147.55	
Louise Hall	9/4	Account Clerk Typist	\$ 40,252.89	
Kathleen Schroeher	9/16	Account Clerk Typist	\$ 53,001.21	
William Rothaar		Chief Accountant	\$ 118,676.41	

### HISTORIAN

Georgette Case	1	Town Historian	\$ 4,840.25	
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### HUMAN RESOURCES

Meg Ferris	52	Town Personnel Officer	\$ 63,664.29	
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### JUVENILE AID BUREAU

Meghan Garrison	9/4	Account Clerk Typist	\$ 40,252.89	
Evelyn Hobson-Womack		Detective Grade II	\$ 105,505.00	

### JUSTICE COURT

Roberta Morrissey	6/4	Justice Court Director	\$ 57,817.04	
Tina Reyes	12/11	Senior Justice Court Clerk	\$ 51,976.03	
Brenda Sickler	11/P	Justice Court Clerk	\$ 41,550.94	
Catherine Seebeck	11/4	Justice Court Clerk	\$ 42,671.48	
Jill Hecker	11/P	Justice Court Clerk	\$ 41,550.94	
Daniel Bennett		P/T Court Officer		\$ 20.0000
Jennifer Elfein		P/T Court Officer		\$ 20.0000
John Grodski		P/T Court Officer		\$ 20.0000

### LEGISLATIVE

Donna Zlatniski	32	Legislative Secretary	\$ 39,058.27	
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<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
<b><u>PLANNING DEPARTMENT</u></b>				
Richard Hanley	19	Town Planning Director	\$ 106,997.35	
Joseph Hall	9/14	Environmental Planner	\$ 93,018.90	
Karin Gluth	9/6	Planner	\$ 75,314.34	
Theresa Masin	7/P	Provisional Site Plan Reviewer	\$ 60,247.24	
Kim Fuentes	9/7	Account Clerk Typist	\$ 43,439.97	
Jaimie Ritter	9/4	Account Clerk Typist	\$ 40,252.89	

**POLICE CIVILIAN**

Victoria Vourakis	4/19	Head Clerk	\$ 72,064.79	
Mary Andruszkiewicz	5/7	Sr. Administrative Assistant	\$ 58,479.95	
Lorraine Miller	9/11	Account Clerk Typist	\$ 47,689.41	
Pamela Cartwright	4/17	Clerk Typist	\$ 45,811.56	
Christine Sargent	2/19	Public Safety Dispatcher II	\$ 62,389.26	
Vincent Artale	2/16	Public Safety Dispatcher II	\$ 58,853.09	
Donald Zlatniski	1/16	Public Safety Dispatcher I	\$ 57,779.11	
Candee Ulmet	1/14	Public Safety Dispatcher I	\$ 55,464.76	
Tanya Newman	1/10A	Public Safety Dispatcher I	\$ 51,414.65	
Erin Chester	1/10A	Public Safety Dispatcher I	\$ 51,414.65	
Deborah Buyukdeniz	1/8	Public Safety Dispatcher I	\$ 48,521.72	
Melissa Breitenbach	1/5	Public Safety Dispatcher I	\$ 45,050.19	
Eric Raudies	1/P	Public Safety Dispatcher I	\$ 42,735.84	
Kelly Daniels	71	Crossing Guard	\$	15.7252
Geraldine Highland	5	Crossing Guard	\$	11.0000
Frances Rizzuto	5	Crossing Guard	\$	11.0000
Donald Highland	5	Crossing Guard	\$	11.0000
James Temperino	5	Crossing Guard	\$	11.4200
Joseph Dibrico	5	Crossing Guard	\$	11.4200
Edward Gibbs	5	Crossing Guard	\$	11.0000
Brian Mooney	5	Crossing Guard	\$	11.0000
Barbara Bouchard	36	Detention Attendant	\$	11.2000
Gwendolyn White	36	Detention Attendant	\$	11.2000
Stephanie Egan	36	Detention Attendant	\$	11.2000
Karen Faber-Womack	36	Detention Attendant	\$	11.2000
Eileen Hattorff	36	Detention Attendant	\$	11.2000
John Lowery	36	Detention Attendant	\$	11.2000
William Kraemer	36	Detention Attendant	\$	11.2000
Faye McGowan	36	Detention Attendant	\$	11.2000
Beatrice Normoyle	36	Detention Attendant	\$	11.2000
Steven Bishop	36	Detention Attendant	\$	11.2000
Ramona Friend	36	Detention Attendant	\$	11.2000
Ramona Moore	36	Detention Attendant	\$	11.2000
Barbara Taylor	36	Detention Attendant	\$	11.2000
Patricia Dorfer	36	Detention Attendant	\$	11.2000
Lisa Donnelly	36	Detention Attendant	\$	11.2000
Donald Burgess	36	Detention Attendant	\$	11.2000
Peggylee Dzenkowski	36	Detention Attendant	\$	11.2000
Janice Mckenna	66	Traffic Control Specialist	\$	12.0000
William Merker	66	Traffic Control Specialist	\$	12.0000
Wallace Smith	66	Traffic Control Specialist	\$	12.0000
Thomas Tobin	66	Traffic Control Specialist	\$	12.0000

**PURCHASING**

Mary Ann Tague	7/10	Purchasing Agent	\$ 73,792.86	
Melissa Peeker	11/10	Senior Account Clerk Typist	\$ 49,394.73	

**RECREATION**

Raymond Coyne	28	Superintendent of Recreation I	\$ 86,615.00	
James Janecek	4/10A	Recreation Program Coordinator	\$ 59,078.36	
Kelly Tocci	7/5	Ass't. Super. Of Recreation	\$ 64,117.42	
Danielle Doll	5/5	Cultural Affairs Supervisor	\$ 55,152.80	
Colleen Fox	4/8	Recreation Supervisor	\$ 55,258.82	

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
Thomas Filgate	4/P	Recreation Program Planner	\$ 47,619.74	
Diane Beatty	9/11	Account Clerk Typist	\$ 47,689.41	
Doris Strange	9/11	Account Clerk Typist	\$ 47,689.41	
Kimberly Hasty	5/4	Senior Park Attendent	\$ 35,366.08	
Walter Breitenbach	71	P/T Guard		\$ 15.7252
Meyer Segal	71	P/T Guard		\$ 15.7252
John Nowack	95	P/T Asst Recreation Leader (Skatepark)		\$ 18.4053

### SANITATION DEPARTMENT & YARD WASTE PROGRAM

Ronald Darling	6/7	AEO	\$ 46,512.90	
Brett Kurz	3/6	Laborer	\$ 42,791.15	
Victoria Cain	71	Guard-Landfill		\$ 13.1617
Ricky Muller	71	Guard-Landfill		\$ 13.1617
Janice McKenna	71	Guard-Landfill		\$ 13.1617
Henryk Niedzweicki	71	Guard-Landfill		\$ 13.1617
James Clarkin	3/9	Laborer	\$ 46,004.09	

### SENIOR CITIZEN PROGRAMS ADMINISTRATION

Judy Doll	63	Sr. Citizen Program Director	\$79,329.15	
Suzanne McEvoy	9/14	Account Clerk Typist	\$ 50,876.49	
Donna Trojanowski		PT Ass't Sr. Cit. Center Manager		\$ 19.1045

### SENIOR CITIZEN PROGRAMS BUS OPERATIONS

Paul Binkis	4/9	Bus Driver	\$ 38,640.09	
Carol O'Kula	4/7	Bus Driver	\$ 36,847.22	
David Murphy	4/4	Bus Driver	\$ 34,157.92	
Beatrice Caccioppo	4/4	Bus Driver	\$ 34,157.92	
Judith Schroeder	B/19	Driver Messenger	\$ 37,321.90	

### SENIOR CITIZEN PROGRAMS NUTRITION

Debra Schwarz	9/9	Senior Center Mgr	\$ 45,564.69	
Ann Clinton	4/18	Senior Cook	\$ 46,707.99	
Margaret Brown	D/18	Food Service Worker	\$ 40,033.70	
Julianna Johnson	2/10A	Cook	\$ 37,123.34	
William Wilson	2/10	Cook	\$ 36,708.53	
Karen Westwood	2/4	Senior Citizen Aide	\$ 31,730.74	
Regina Rywelski	82	P/T Senior Center Aide		\$ 15.8189
Marie Vigliotti	22	P/T Clerk Typist		\$ 17.1108
Irene Robinson	64	P/T Assistant Cook		\$ 15.1678

### SHARED SERVICES

Verna Campbell	2/19	Switchboard Operator	\$ 44,175.21	
Linda O'Kula	88	P/T Driver Messenger		\$ 13.2189

### EMPIRE ZONE

Tracy Stark	7/9	E D Z Coordinator	\$ 71,857.77	
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### SUPERVISOR'S OFFICE

William Welsh	48	Executive Assistant	\$ 90,926.01	
Trina Casiel	45	Secretary	\$ 52,995.38	
Sarah Maneral		Legislative Secretary	\$ 37,064.72	

### TAX RECEIVER'S OFFICE

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
Laurie Zaneski	9/7	Account Clerk Typist	\$ 43,439.97	
Laurie Zaneski		Deputy Tax Receiver	\$ 2,500.00	

**TEEN CENTER**

Meyer Segal	82	P/T Recreation Aide (Teen Center)	\$	15.8189
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**TOWN ATTORNEY**

Dawn C. Thomas	38	Town Attorney	\$	105,466.50
Harold Steuerwald	35	Deputy Town Attorney	\$	96,805.00
Annemarie Prudenti	33	Deputy Town Attorney	\$	94,257.00
Daniel McCormick	61	Deputy Town Attorney	\$	91,710.00
Kevin Macabee	12/5	Senior Town Investigator	\$	86,618.03
Richard Downs	7/7	Ordinance Enf. Officer	\$	67,987.59
Nicole Buckner	5/P	Ordinance Inspector	\$	51,825.66
Joanne Fagan	9/6	Account Clerk Typist	\$	42,377.61
Laura Lenox	7/9A	Paralegal Assistant	\$	72,825.32
Christine Hubbs	62	Secretary	\$	44,424.32
Linda McKay	4/4	Code Compliance Coordinator	\$	49,147.55

**TOWN CLERK**

Juliann O'Neill		Deputy Town Clerk	\$	43,501.87
Muriel Froehlich	8/14	Sr. Clerk Typist	\$	49,279.33

**TRANSPORTATION ADMINISTRATION**

Mark Gajowski		Deputy Super. Of Highway	\$	74,219.09
Susan Beal	5/12	Sr. Admin. Assistant	\$	66,797.82
Donna Testa	9/10	Account Clerk Typist	\$	46,627.05

**REGISTRAR OF VITAL STATISTICS**

Juliann O'Neill		Deputy Registrar	\$	1,000.00
Muriel Froehlich		Sub-Registrar	\$	300.00

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

**Town of Riverhead**

# 2

**SETS SALARIES OF VARIOUS BOARDS FOR THE YEAR 2009**

**Adopted**

**COUNCILMAN DUNLEAVY**

offered the following Resolution,

which was seconded by  
**COUNCILMAN BUCKLEY**

RESOLVED, that the salaries of the following board members of various board of the Town of Riverhead for the year 2009 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
<b><u>ACCESSORY APARTMENT REVIEW BOARD</u></b>				
Charles Funda		Member- Chair	\$ 4,000.00	
Felicia Wilson		Member	\$ 4,000.00	
Christine Curtis		Member	\$ 4,000.00	
Linda Hulse		Member	\$ 4,000.00	
John Hubbard		Member	\$ 4,000.00	
<b><u>ARCHITECTURAL REVIEW BOARD</u></b>				
Richard Searles		Member- Chair	\$ 2,500.00	
Roy Sokoloski		Member - Vice Chair	\$ 2,500.00	
Judy Jacunski		Board Member	\$ 2,500.00	
Robert Haynal		Board Member	\$ 2,500.00	
Gary Jacquemin		Board Member	\$ 2,500.00	
<b><u>CONSERVATION ADVISORY COUNCIL</u></b>				
Sean M. McCabe, Sr.		Member-Chair	\$ 970.00	
George Woodhull		Member - Vice Chair	\$ 770.00	
Robert Kujawski		Member	\$ 770.00	
James Cain		Member	\$ 770.00	
Mary Lamont		Member	\$ 770.00	
Duane Lewin		Member	\$ 770.00	
Alex Galasso		Member	\$ 770.00	
<b><u>PLANNING BOARD</u></b>				
Richard O'Dea		Member-Chair	\$ 12,000.00	
Joseph Baier		Member-Vice Chair	\$ 9,750.00	
Lyle Wells		Member	\$ 9,000.00	
Louis Boschetti		Member	\$ 9,000.00	
Edward Densieski		Member	\$ 9,000.00	
<b><u>ZONING BOARD OF APPEALS</u></b>				
Fred McLaughlin		Member-Chair	\$ 8,000.00	
Brenda Prusinowski		Member-Vice Chair	\$ 6,500.00	
Charles Sclafani		Member	\$ 6,000.00	
Otto Wittmeier		Member	\$ 6,000.00	
Rose Sanders		Member	\$ 6,000.00	
<b><u>Assessment Review Board</u></b>				
Marjole Acevedo		Member	\$ 700.00	
Judy O'Connell		Member	\$ 700.00	
Anacleus Lawrence Galasso		Member	\$ 700.00	
Chair To Be Determined			\$ 100.00	Stipend

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

**SETS SALARIES OF STREET LIGHTING DISTRICT FOR THE YEAR 2009**

COUNCILMAN BUCKLEY

\_\_\_\_\_ offered the following Resolution,  
which was seconded by

COUNCILMAN WOOTEN

RESOLVED, that the salaries of the following employees of the Town of Riverhead Street Lighting District for the year 2009 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
Dennis Krupski	7/6	Maint. Mechanic II	\$ 46,200.92	
James Smith	7/5	Maintenance Mechanic II	\$ 45,045.90	
Leisa Sollazzo	5/17A	Senior Administrative Asst.	\$ 75,947.47	
Michael Commins	15/11	Electrical Services Supervisor	\$ 59,694.31	
William Merker	7/6	Maint. Mechanic II	\$ 46,200.92	

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No



**SETS SALARIES OF SEWER/SCAVENGER WASTE DISTRICT FOR THE YEAR 2009**

**COUNCILMAN WOOTEN**

offered the following Resolution,

which was seconded by

**COUNCILWOMAN BLASS**

RESOLVED, that the salaries of the following employees of the Town of Riverhead Sewer/Scavenger Waste District for the year 2009 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
<u>RS/SCA/CS</u>	<u>%</u>			
Michael Reichel	44/44/12 39	Wastewater Dist. Super.	\$ 86,343.16	
Michael Reichel		Calverton Sewer Superintendent	\$ 19,654.12	
Michael Reichel		License Stipend	\$ 5,000.00	
Timothy Allen	100/0/0	Assistant Wastewater Dist. Super.	\$ 79,482.00	
Matthew Hattorff	100/0/0 15/19	Wastewater Tmt Plt Oper IIIA	\$ 70,330.84	
Richard Bokinz	100/0/0 15/19	Sr Wastewater Tmt Plt Oper II	\$ 70,330.84	
Lindsay Reeve	0/100/0 15/18	Sr Wastewater Tmt Plt Oper II	\$ 69,001.27	
Michael Lech	100/0/0 15/13	WW Tmt Plant Oper 3A	\$ 62,353.44	
Warren Alexander	0/100/0 14/11	Wastewater Tmt Plant Oper II	\$ 58,714.41	
John Arrigo	0/100/0 14/9A	Wastewater Tmt Plant Oper II	\$ 56,755.61	
Douglas Attridge	0/100/0 14/8A	Wastewater Tmt Plant Oper II	\$ 55,449.75	
Christopher Schroeh	100/0/0 8/11	Maintenance Mechanic III	\$ 52,927.75	
Michael Maffia	100/0/0 8/8A	Maintenance Mechanic III	\$ 49,991.72	
William Nungesser	100/0/0 7/15	Maintenance Mechanic II	\$ 56,596.10	
Glenn Magee	100/0/0 7/13	Maintenance Mechanic II	\$ 54,286.06	
Robert Helupka	100/0/0 14/5	Wastewater Tmt Plant Oper II	\$ 50,879.23	
Jill Sollazzo	50/50 9/8	Account Clerk Typist	\$ 44,502.33	
Robert Obie	0/100/0 50	P/T Clerk		\$ 12.8526

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No



**SETS SALARIES OF REFUSE AND GARBAGE DISTRICT FOR THE YEAR 2009**

COUNCILWOMAN BLASS \_\_\_\_\_ offered the following Resolution,  
which was seconded by  
COUNCILMAN DUNLEAVY \_\_\_\_\_

RESOLVED, that the salaries of the following employees of the Town of Riverhead Refuse and Garbage District for the year 2009 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
John Reeve	10	Sanitation Supervisor	\$ 85,620.93	
Gina Chew	9/8A	Account Clerk Typist	\$ 45,033.51	

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No



**Town of Riverhead**

# 6

**Adopted**

**SETS SALARIES OF WATER DISTRICT EMPLOYEES FOR THE YEAR 2009**

COUNCILMAN DUNLEAVY offered the following Resolution,

which was seconded by

**COUNCILMAN BUCKLEY**

RESOLVED, that the salaries of the following employees of the Town of Riverhead Water District for the year 2009 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u> <u>WATER DISTRICT</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
Gary Pendzick	20	Water Dist Superintendent	\$ 104,111.30	
Gary Pendzick	20	License Stipend	\$ 5,000.00	
Mark Conklin	25	Asst. Water Superintendent	\$ 86,079.15	
Mark Conklin	25	License Stipend	\$ 5,000.00	
Michael Benedict	15/19	Sr. Water Trmt. Plant Oper IB	\$ 70,330.84	
Thomas Kruger	15/19	Sr. Water Trmt. Plant Oper IB	\$ 70,330.84	
Charles Leja	12/16	Water Maint. Crew Leader	\$ 63,159.01	
Paul Bokee	13/17	Water Treatment Plant Oper IIB	\$ 65,515.33	
John Letson	13/10A	Water Treatment Plant Oper IIB	\$ 57,139.28	
Arnold Wulffraat	13/10	Water Treatment Plant Oper IIB	\$ 56,494.96	
Jason Hubbard	13/9	Water Treatment Plant Oper IIB	\$ 55,206.34	
Brian Gabienz	13/6	Water Treatment Plant Oper IIB	\$ 51,340.47	
John Kellar	13/6	Water Treatment Plant Oper IIB	\$ 51,340.47	
Chester Majeski	12/19	Maintenance Mechanic IV	\$ 66,960.23	
Frank Walls	7/5	Maintenance Mechanic II	\$ 45,045.90	
James Schunk	7/P	Maintenance Mechanic II	\$ 42,735.86	
John Hardy	7/P	Maintenance Mechanic II	\$ 42,735.86	
Alan Hatcher	7/P	Maintenance Mechanic II	\$ 42,735.86	
Maureen Lynn	11/19	Sr. Account Clerk Typist	\$ 59,479.61	
Lynn Barauskas	9/19	Account Clerk Typist	\$ 56,188.29	

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No



Town of Riverhead

# 7

**Adopted**

**SETS SALARIES OF ELECTED OFFICIALS FOR THE YEAR 2009**

COUNCILMAN BUCKLEY

offered the following Resolution,

which was seconded by

COUNCILMAN WOOTEN

RESOLVED, that the salaries of the following Elected Officials of the Town of Riverhead for the year 2009 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
Philip Cardinale	21	Town Supervisor	\$ 115,147.22	
Diane Wilhelm	14	Town Clerk	\$ 72,385.68	
George Woodson	27	Superintendent of Hwys	\$ 81,844.41	
Richard Ehlers	15	Town Justice	\$ 73,011.38	
Allen M. Smith	15	Town Justice	\$ 73,011.38	
Laverne Tennenberg	29	Assessor, Chairperson	\$ 81,717.85	
Mason Haas	9	Assessor	\$ 72,385.56	
Paul Leszczynski	9	Assessor	\$ 72,385.56	
Maryann Wowak Heilbrun	8	Receiver of Taxes	\$ 69,596.86	
Timothy Buckley	43	Councilman	\$ 47,597.49	
John Dunleavy	43	Councilman	\$ 47,597.49	
James Wooten	43	Councilman	\$ 47,597.49	
Barbara Blass	43	Councilwoman	\$ 46,710.00	

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

**SETS SALARIES OF HIGHWAY DEPARTMENT FOR THE YEAR 2009**

**COUNCILMAN WOOTEN**

offered the following Resolution,

which was seconded by

**COUNCILWOMAN BLASS**

RESOLVED, that the salaries of the following employees of the Town of Riverhead Highway Department for the year 2009 be and are hereby set as follows:

<b><u>EMPLOYEE</u></b>	<b><u>GROUP/STEP</u></b>	<b><u>TITLE</u></b>	<b><u>ANNUAL SALARY</u></b>	<b><u>HOURLY</u></b>
Ronald Caffrey	12/19	Highway Main Crew Leader	\$ 66,960.23	
Donald Owen	12/16	Highway Main Crew Leader	\$ 63,159.01	
Myron Young	12/15A	Highway Main Crew Leader	\$ 62,525.47	
George Grodski	12/19	Auto Mechanic IV	\$ 66,960.23	
John Niewadomski	8/14	Maintenance Mechanic III	\$ 56,451.00	
Walter O'Kula	12/18A	Maintenance Mechanic IV	\$ 66,326.69	
Jeffrey Davis	9/16	C.E.O.	\$ 59,976.89	
William Devos	9/15	C.E.O.	\$ 58,772.30	
Benjamin Miller	9/15	C.E.O.	\$ 58,772.30	
Edward Reeve	9/15	C.E.O.	\$ 58,772.30	
Michael Zaleski	9/12	C.E.O.	\$ 55,158.56	
Richard Bates	9/11	C.E.O.	\$ 53,953.97	
Waverly Atkins	9/11A	C.E.O.	\$ 54,556.27	
Joseph Quinn	7/15	H.E.O.	\$ 56,596.10	
William Fink	7/12A	H.E.O.	\$ 53,708.55	
John Apicello	7/11	H.E.O.	\$ 51,976.02	
Mark Kozakiewicz	7/11	H.E.O.	\$ 51,976.02	
Kenneth Nagy	6/10A	A.E.O.	\$ 50,502.67	
Michael Smith	6/10A	A.E.O.	\$ 50,502.67	
Andrew Baldelli	6/10A	A.E.O.	\$ 50,502.67	
Arthur Fogal	6/10	A.E.O.	\$ 49,932.71	
Gregory Atkinson	6/9	A.E.O.	\$ 48,792.77	
George Mottern	6/9	A.E.O.	\$ 48,792.77	
Jarrold Hayes	6/4	A.E.O.	\$ 43,093.09	
Michael Argenti	6/5	A.E.O.	\$ 44,233.03	
Christopher Lescenski	6/4	A.E.O.	\$ 43,093.09	
David Arteaga	6/5	A.E.O.	\$ 44,233.03	
Joseph Sheppard	6/19	A.E.O.	\$ 60,192.13	
Elrod Coach	6/P	A.E.O.	\$ 41,953.16	
Andrew Dick	6/P	A.E.O.	\$ 41,953.16	
Joseph Moreno	6/P	A.E.O.	\$ 41,953.16	
Zebedee Williams	6/P	A.E.O.	\$ 41,953.16	
William Renten Jr.	6/4	A.E.O.	\$ 43,093.09	
Ray Bouchard	6/P	A.E.O.	\$ 41,953.16	

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No



**SETS SALARIES OF POLICE OFFICERS FOR THE YEAR 2009**

COUNCILWOMAN BLASS \_\_\_\_\_ offered the following Resolution,  
 which was seconded by  
 COUNCILMAN DUNLEAVY \_\_\_\_\_

RESOLVED, that the salaries of the following employees of the Town of Riverhead  
 for the year 2009 be and are hereby set as follows:

**POLICE OFFICERS**

<b><u>EMPLOYEE</u></b>	<b><u>GROUP/STEP</u></b>	<b><u>TITLE</u></b>	<b><u>ANNUAL SALARY</u></b>	<b><u>HOURLY</u></b>
David Hegermiller		Chief	\$ 154,990.86	
David Hegermiller		Emergency Services Coordinator	\$ 6,000.00	
Richard Smith		Captain	\$ 146,702.03	
David Lessard		Lieutenant	\$ 124,704.00	
Richard Boden		Lieutenant	\$ 124,704.00	
Robert Pecker		Lieutenant	\$ 124,704.00	
Joseph Loggia		Detective Sergeant	\$ 118,924.00	
Sean Egan		Sergeant	\$ 116,000.00	
Stephan Palmer		Sergeant	\$ 116,000.00	
Thomas Lessard		Sergeant	\$ 116,000.00	
Ronald Atkinson		Sergeant	\$ 116,000.00	
John Vall		Sergeant	\$ 116,000.00	
Brian Gleason		Sergeant	\$ 116,000.00	
Edward Frost		Sergeant	\$ 116,000.00	
Harry Hill		Sergeant	\$ 116,000.00	
James Lydon		Police Officer	\$ 98,907.00	
Dennis Cavanagh		Police Officer	\$ 98,907.00	
Michael Fandrey		Police Officer	\$ 98,907.00	
Emil Breitenbach		Police Officer	\$ 98,907.00	
Andrew Groneman		Police Officer	\$ 98,907.00	
Karen Scott		Police Officer	\$ 98,907.00	
Linda Erick		Police Officer	\$ 98,907.00	
Scott Wicklund		Police Officer	\$ 98,907.00	
James Frankman		Police Officer	\$ 98,907.00	
John Doscinski		Police Officer	\$ 98,907.00	
Anita Wooten		Police Officer	\$ 98,907.00	
Glenn Erick		Police Officer	\$ 98,907.00	
Jeffrey Hamilton		Police Officer	\$ 98,907.00	
Peter Troyan		Police Officer	\$ 98,907.00	
Michael Purick		Police Officer	\$ 98,907.00	
Douglas Geraci		Police Officer	\$ 98,907.00	
Kerri Fetten		Police Officer	\$ 98,907.00	
Mark Roberts		Police Officer	\$ 98,907.00	
Christopher James		Police Officer	\$ 98,907.00	
Michael Lombardo		Police Officer	\$ 98,907.00	
Michael Mowdy		Police Officer	\$ 98,907.00	
Richard Anderson, Jr.		Police Officer	\$ 98,907.00	
Michael Lojko		Police Officer	\$ 98,907.00	
Ollie Crump		Police Officer	\$ 98,907.00	
Ray Brogan		Police Officer	\$ 98,907.00	
Timothy McAllister		Police Officer	\$ 98,907.00	
Richard Oliver		Police Officer	\$ 98,907.00	
Charles Silleck		Police Officer	\$ 98,907.00	
Timothy Wilson		Police Officer	\$ 98,907.00	
Timothy Murphy		Police Officer	\$ 98,907.00	
Benjamin Goodale		Police Officer	\$ 98,907.00	
Dana Griffiths		Police Officer	\$ 98,907.00	
Richard Freeborn		Police Officer	\$ 98,907.00	
John Seal Jr.		Police Officer	\$ 98,907.00	
Jill Wicklund		Police Officer	\$ 98,907.00	
Charles Mauceri		Police Officer	\$ 98,907.00	

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
John Morris		Police Officer	\$ 98,907.00	
Edward Carey		Police Officer	\$ 98,907.00	
Colleen Murphy		Police Officer	\$ 98,907.00	
James Welsh		Police Officer	\$ 98,907.00	
Kevin Gradischer		Police Officer	\$ 98,907.00	
Charles Cichanowicz		Police Officer	\$ 98,907.00	
Jonathan Devereaux		Police Officer	\$ 98,907.00	
Brian Clements		Police Officer	\$ 98,907.00	
Christopher Parkin		Police Officer	\$ 86,688.00	
Dino Isgro		Police Officer	\$ 86,688.00	
Allan Schule		Police Officer	\$ 74,471.00	
Matthew Mudzinski		Police Officer	\$ 74,471.00	
Patrick Mcdermott		Police Officer	\$ 74,471.00	
Kim Holt		Police Officer	\$ 62,253.00	
Patrick Lennon		Police Officer	\$ 62,253.00	
William Keegan		Police Officer	\$ 62,253.00	
Eric Cohen		Police Officer	\$ 62,253.00	
Daniel Gluck		Police Officer	\$ 62,253.00	
Eric Lipinsky		Police Officer	\$ 54,243.00	
William Bianco		Police Officer	\$ 54,243.00	
Jessica Steimel		Police Officer	\$ 54,243.00	
Michael Carrieri		Police Officer	\$ 54,243.00	
Raymond Laporte		Police Officer	\$ 35,096.00	
Taleb Adlah		Police Officer	\$ 35,096.00	

**DETECTIVES**

Robert Boden	Detective Grade I	\$ 106,559.00
Timothy Hubbard	Detective Grade I	\$ 106,559.00
Dixon Palmer	Detective Grade I	\$ 106,559.00
Robert Haley	Detective Grade I	\$ 106,559.00
Frank Hernandez III	Detective Grade I	\$ 106,559.00
Michael Henry	Detective Grade III	\$ 104,461.00
Patrick Waski	Detective Grade III	\$ 104,461.00
David Freeborn	Detective Grade III	\$ 104,461.00
Mark Stromski	Detective Grade III	\$ 104,461.00
Michael Schmidt	Detective Grade III	\$ 104,461.00

**THE VOTE**

**Wooten**  Yes  No

**Buckley**  Yes  No

**Dunleavy**  Yes  No

**Blass**  Yes  No

**Cardinale**  Yes  No

Town of Riverhead

# 10

Adopted

SETS SALARIES OF PROGRAM EMPLOYEES FOR THE YEAR 2009

COUNCILMAN DUNLEAVY offered the following Resolution,

which was seconded by  
COUNCILMAN BUCKLEY

RESOLVED, that the salaries of the following employees of the Town of Riverhead Program Employees for the year 2009 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
<b><u>YOUTH SERVICES</u></b>				
Elizabeth Maccagli	4/4	Youth Counselor	\$ 49,147.55	
Donna Lyczkowski	6/12	Executive Dir. Youth Bureau	\$ 72,159.97	
<b><u>SENIOR DAY CARE CENTER</u></b>				
<b><u>EISEP PROGRAM</u></b>				
Cynthia Trent	48	P/T Homemaker	\$	13.8732
Nancy Swenk	48	P/T Homemaker	\$	13.8732
Carolyn Crymer	48	P/T Homemaker	\$	13.8732
Sabrina Doctor		P/T Homemaker	\$	12.1700
<b><u>SENIORS HELPING SENIORS PROGRAM</u></b>				
Harry Huners	1	P/T Maint. Mech I (Home Chore)	\$	18.3746
Frederick Marsland	54	P/T Maint. Mech II (Home Chore)	\$	19.5095

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No



**SETS SALARIES OF MUNICIPAL GARAGE EMPLOYEES FOR THE YEAR 2009**

COUNCILMAN BUCKLEY offered the following Resolution,  
which was seconded by

COUNCILMAN WOOTEN

RESOLVED, that the salaries of the following employees of the Town of Riverhead  
Municipal Garage Employees for the year 2009 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
<b><u>MUNICIPAL GARAGE EMPLOYEES</u></b>				
James Bugdin	15/19	Auto Mechanic V	\$ 70,330.84	
Richard Warner	12/19	Auto Mechanic IV	\$ 66,960.23	
Timothy Zaveski	9/15	Auto Mechanic III	\$ 58,772.30	
Michael Curtis	9/5	Auto Mechanic III	\$ 46,726.48	
Janice McKenna	9/9	Account Clerk Typist	\$ 45,564.69	

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No



TOWN OF RIVERHEAD

Adopted

Resolution # 12

**RATIFIES BUDGET TRANSFERS FROM MUNICIPAL FUEL AND MUNICIPAL GARAGE TO TOWN OF RIVERHEAD GENERAL FUND**

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

**NOW, THEREFORE, BE IT RESOLVED** that the Supervisor be and hereby is authorized to transfer all funds from the Town of Riverhead Municipal Fuel and Municipal Garage, Funds #625 and #626, respectively, into the Town of Riverhead General Fund effective January 1, 2009, and be it further

**RESOLVED** that the Town Clerk be and hereby is authorized to forward a copy of this Resolution to the Accounting Department.

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

January 6, 2009

**Adopted**

TOWN OF RIVERHEAD

Resolution # 13

**APPOINTS OFFICIAL NEWSPAPER**

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

**RESOLVED**, that pursuant to Section 64(11) of New York State Town Law, the Town Board of the Town of Riverhead hereby designates the Official Newspaper of the Town of Riverhead to be The News Review; and

**RESOLVED**, that pursuant to Section 64(11) of New York State Town Law, The New York Times, Newsday, and The News Review, are hereby designated as official publications for the Town of Riverhead; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the News Review, PO Box 1500, Mattituck, NY 11952; The New York Times, 229 W. 34<sup>th</sup> St. NY, NY; Newsday, 235 Pinelawn Rd. Melville, NY 11747; The Independent Traveler Watchman, 74 Montauk Hwy. Ste 19, East Hampton, NY 11937; and the Riverhead Accounting Department.

THE VOTE

Dunleavy  Yes  No

Buckley  Yes  No

Blass  Yes  No

Wooten  Yes  No

Cardinale  Yes  No



Z: Trina

JANUARY 6, 2009

**Adopted**

TOWN OF RIVERHEAD

MAINTAINS POLICY OF NONDISCRIMINATION

RESOLUTION # 14

COUNCILMAN DUNLEAVY

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

which was seconded by COUNCILMAN BUCKLEY.

**WHEREAS**, pursuant to United States Code Title 42, Section 6101 et seq., Section 200d, and Title 29, Section 794, it is required that a formal policy of nondiscrimination be established for the Town of Riverhead.

**NOW, THEREFORE, BE IT RESOLVED**, that the following policy of nondiscrimination be, and hereby is, established:

**No person shall, on the grounds of race, color, national origin, sex, religion, age or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by Federal funds.**

**The Town of Riverhead has designated the following person as the contact to coordinate efforts to comply with this requirement:**

**PHILIP J. CARDINALE**  
Town Supervisor, Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901-2596  
Telephone: 631-727-3200  
Monday –Friday: 8:30 A.M. to 4:30 P.M.

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and hereby is, directed to publish a copy of the above policy of nondiscrimination in the January 15, 2009 issue of the official newspaper and to post same on the signboard in Town Hall.

**THE VOTE**

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

01/06/2009

Adopted

TOWN OF RIVERHEAD

Resolution # 15

APPOINTS A CALL-IN ASSISTANT RECREATION LEADER TO THE RIVERHEAD RECREATION DEPARTMENT

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

RESOLVED, that Jasmin Aceituno is appointed to serve as a Call-in Assistant Recreation Leader effective January 6, 2009, to serve as needed on an at will basis and to be paid at the rate of \$ 12.25 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

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

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward a copy of this Resolution to the Recreation Department, to Jasmin Aceituno, to the Youth Bureau, and the Office of Accounting.

1

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

1 Recreation Department/Youth Bureau

01/06/2009

Adopted

TOWN OF RIVERHEAD

Resolution # 16

APPOINTS A CALL-IN RECREATION AID (YOUTH BUREAU-CAFÉ)  
TO THE RIVERHEAD RECREATION DEPARTMENT

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

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

**RESOLVED**, that Maribeth Vail is appointed to serve as a Call-in Recreation Aid (Youth Bureau-Café) effective January 6, 2009, to serve as needed on an at will basis and to be paid at the rate of \$14.00 per hour, and to serve at the pleasure of the Town Board; and

**BE IT FURTHER, RESOLVED**, that this position is subject to the following condition(s):

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

**BE IT FURTHER, RESOLVED**, that the Town Board hereby authorizes the Town Clerk to forward a copy of this Resolution to the Recreation Department, to Maribeth Vail, to the Youth Bureau and the Office of Accounting.

1

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

January 6, 2009

Adopted

TOWN OF RIVERHEAD

Resolution # 17

**APPOINTS PART-TIME COURT OFFICER TO THE POLICE DEPARTMENT**

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

**WHEREAS**, the need for a Part-time Court Officer exists in the Police Department; and

**WHEREAS**, pursuant to a completed background investigation, a recommendation has been made by the Chief of Police and the Personnel Officer to hire Steven Sypher to this part-time position.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby appoints Steven Sypher to the part-time position of Court Officer at an hourly rate of \$20.00 effective January 12, 2009; and

**BE IT FURTHER, RESOLVED** that the Town Clerk be and is hereby directed to forward a copy of this resolution to Steven Sypher, the Chief of Police, the Justice Court and the Personnel Officer.

**THE VOTE**

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

THE RESOLUTION ✓ WAS    WAS NOT

**THEREFORE DULY ADOPTED**

January 6, 2009

**Adopted**

**TOWN OF RIVERHEAD**

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST  
A HELP WANTED AD FOR AN EXECUTIVE ASSISTANT**

**RESOLUTION # 18**

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

**BE IT RESOLVED**, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Ad in the January 15, 2009 issue of The News Review.

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

**The Vote**

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

Cardinale  Yes  No

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

January 6, 2009

Adopted

TOWN OF RIVERHEAD

ACCEPTS RESIGNATION OF BINGO INSPECTOR

RESOLUTION # 19

COUNCILMAN BUCKLEY

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

**WHEREAS**, Roberta Morrissey has tendered her resignation from the position of BINGO Inspector effective December 22, 2008.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board of the Town of Riverhead hereby accepts the resignation of Roberta Morrissey from the position of Bingo Inspector effective December 22, 2008.

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

THE VOTE

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

THE RESOLUTION  WAS  WAS NOT

THEREFORE DULY ADOPTED

January 6, 2009

**Adopted**

**TOWN OF RIVERHEAD**

Resolution # 20

**APPOINTS PART-TIME CROSSING GUARD TO THE  
POLICE DEPARTMENT**

COUNCILMAN WOOTEN

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

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

**WHEREAS**, the need for a Part-time Crossing Guard exists in the Police Department; and

**WHEREAS**, pursuant to a completed background investigation, a recommendation has been made by the Chief of Police and the Personnel Officer to hire Edward Dunne III to this part-time position.

**NOW, THEREFORE, BE IT RESOLVED**, that this Town Board hereby appoints Edward Dunne III to the part-time position of Crossing Guard at an hourly rate of \$11.00 effective January 12, 2009; and

**BE IT FURTHER, RESOLVED** that the Town Clerk be and is hereby directed to forward a copy of this resolution to Edward Dunne III, the Chief of Police and the Personnel Officer.

**THE VOTE**

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

THE RESOLUTION  WAS  WAS NOT

**THEREFORE DULY ADOPTED**

January 6, 2009

**Adopted**

**TOWN OF RIVERHEAD**

**Resolution # 21**

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

COUNCILWOMAN BLASS

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

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

**WHEREAS**, Police Officer William Keegan is a Reservist of the United States Air National Guard; and

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

**WHEREAS**, Police Officer Keegan has made application to the Chief of Police and the Riverhead Town Board for a leave of absence from December 24, 2008 through March 14, 2009.

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

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

**The Vote**

Wooten **Yes** No

Buckley **Yes** No

Dunleavy **Yes** No

Blass **Yes** No

Cardinale **Yes** No

**THE RESOLUTION    WAS    WAS NOT**

**THEREFORE DULY ADOPTED**

January 6, 2009

Adopted.

TOWN OF RIVERHEAD

Resolution # 22

**REAPPOINTS TOWN HISTORIAN**

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

**BE IT RESOLVED**, that Georgette Case be, and is hereby, re-appointed to the position of Town Historian for the year 2009 at an annual salary of \$ 4,840.25 to be paid biweekly; and

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

**THE VOTE**

Dunleavy (Yes) No

Buckley (Yes) No

Blass (Yes) No

Wooten (Yes) No

Cardinale (Yes) No



Z: Trina

JANRUARY 6, 2009

**Adopted.**

**TOWN OF RIVERHEAD  
APPOINTS BOND COUNSEL**

**RESOLUTION # 23  
COUNCILMAN BUCKLEY**

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

**RESOLVED**, that Orrick, Herrington & Sutcliffe LLP is hereby reappointed as Bond Counsel to the Town of Riverhead and that the Town Board hereby approves the attached rate schedule

**BE IT FURTHER, RESOLVED** that the Town Clerk be and is hereby directed to forward a copy of this resolution to Orrick, Herrington & Sutcliffe LLP and the Accounting Department.

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

ORRICK, HERRINGTON & SUTCLIFFE LLP

GENERAL OBLIGATION FEE SCHEDULE

FOR

TOWN OF RIVERHEAD, NEW YORK

BOND ANTICIPATION NOTES

<u>Principal Amount</u>	<u>Fee</u>
Up to \$ 999,999	\$1,000
\$1,000,000 to \$1,999,999	\$1,000 plus 60 cents per \$1,000 on amount over \$1,000,000
\$2,000,000 to \$2,999,999	\$1,500 plus 50 cents per \$1,000 on amount over \$2,000,000
\$3,000,000 to \$3,999,999	\$2,000 plus 45 cents per \$1,000 on amount over \$3,000,000
\$4,000,000 and up	\$2,500 plus 40 cents per \$1,000 on amount over \$4,000,000

*PLUS* \$750 for review of Official Statement, if any, and \$200 for Material Events or Continuing Disclosure certification, and \$200 for Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects. (These are broken out as they may or may not be applicable.)

*Note:* There is a one time charge of \$300 for the drafting of any bond resolution. No incidental expenses. No out of pocket charges - no add-ons. No other fees period.

CASH FLOW FINANCINGS

Budget Notes: Base fee \$450 plus 45 cents per \$1,000.

RANs: Base fee \$395, plus 40 cents per \$1,000 for the first \$10,000,000, 35 cents per \$1,000 thereafter.

TANs: Base fee \$395 plus 40 cents per \$1,000 for the first \$10,000,000, 35 cents per \$1,000 thereafter.

*PLUS* \$750 for review of Official Statement.

*PLUS* \$200 for Material Events or Continuing Disclosure certification.

BOND ISSUES (PUBLIC SALE)

\$3,000 base fee *PLUS* (if applicable):

- 1) \$750 Review of Official Statement.
- 2) \$200 Review of bond insurance documents.
- 3) \$200 Continuing Disclosure certification (SEC compliance work).
- 4) \$200 for Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects (federal tax compliance work).
- 5) \$1.00/\$1,000 principal amount of the issue.

Note: There is a one time charge of \$300 for the drafting of any bond resolution. No incidental expenses. No out of pocket charges — no add-ons. No other fees period.

Example: \$4,000,000 publicly sold insured serial bond issue - \$3,000 base plus \$4,000 (\$1/\$1,000) plus \$1,350 (insurance, Official Statement, continuing disclosure and tax work) = \$8,350. No other charges (except \$300 for drafting bond resolution earlier).

SERIAL BOND ISSUES LESS THAN \$1,000,000 (PRIVATE SALE)

The same fee schedule and billing procedure set forth for Bond Issues (Public Sale) shall apply for bond issues with a principal amount of less than \$1,000,000 sold at private sale, except that the base fee shall be \$1,500 for issues sold on a non-competitive basis (hence, no Notice of Bond Sale) and \$2,000 for issues sold on a competitive basis (necessitating a Notice of Bond Sale).

SERIAL BOND ISSUES \$1,000,000 AND OVER (NEGOTIATED SALE)

Same as for public sale with the exception of the elimination of the base fee charged and the addition of a negotiated-in-advance hourly \$ rate for time expended in connection with documents, conferences and other matters relating to issue. Caps to be established in advance.

STATUTORY INSTALLMENT BONDS

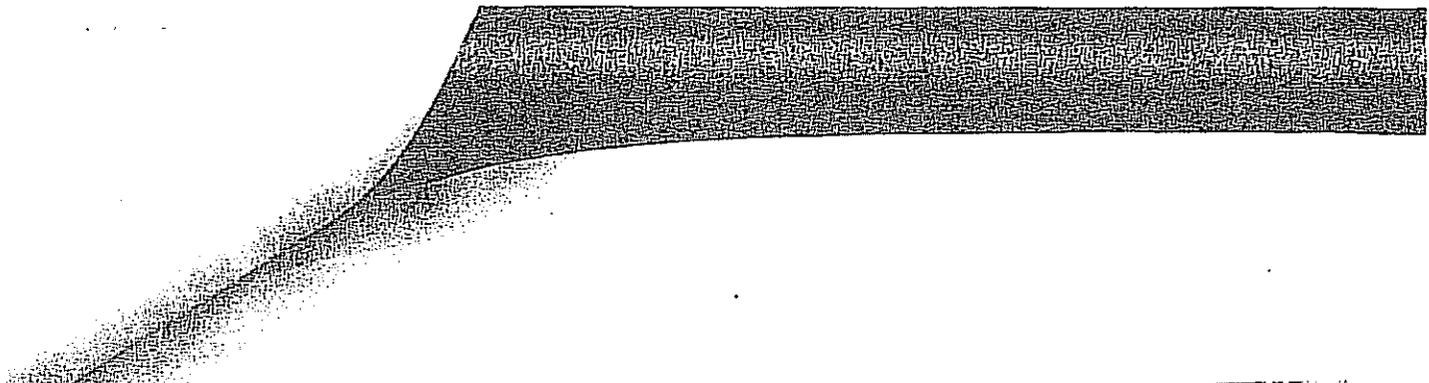
\$900 base fee, and \$1/\$1,000 principal amount of issue.

Note: There is a one time charge of \$300 for the drafting of any bond resolution. No incidental expenses. No out of pocket charges — no add-ons. No other fees period.

\* \* \* \* \*

Our fee schedule is designed simply so that you can figure out in advance what your bond counsel legal fees are likely to be for any annual cycle of borrowings, something you cannot do with hourly fees, or fee schedules which state (or fail to state) that incidental or other expenses will be added.

\* \* \* \* \*



*ORRICK'S FEE COVENANTS*

Orrick makes the following covenants with respect to its fees:

- 1) Orrick will not share any portion of its fees with any other professionals engaged by the Issuer in connection with the proposed financing and
- 2) Orrick will not share in the fees of any other professionals engaged by the issuer in connection with the proposed financing.

Douglas E. Goodfriend  
Thomas E. Myers  
Orrick, Herrington & Sutcliffe LLP  
666 Fifth Avenue  
New York, New York 10103  
Telephone: (212) 506-5000  
Fax: (212) 506-5151

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JANUARY 6, 2009

**Adopted**

TOWN OF RIVERHEAD

SETS STANDARD LEGAL COUNSEL HOURLY RATE

RESOLUTION # 24

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

**WHEREAS**, the Town Board wishes to establish an overall not to exceed hourly rate for all outside legal counsel.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board sets an overall not to exceed hourly rate for all outside legal counsel of \$175.00/hour unless another resolution of this Town Board approves a higher rate for specific counsel.

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No

✓

January 6, 2009

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 25

APPROVES HIGHWAY SUPERINTENDENT EXPENDITURES

COUNCILWOMAN BLASS offered the following resolution, which was seconded by

COUNCILMAN DUNLEAVY

WHEREAS, Highway Law Section 142 (1-A) requires all purchases of equipment, tools and other implements by the Town Highway Superintendent be approved by the Town Board; and

WHEREAS, the Town Board may authorize the Highway Superintendent to purchase such equipment, tools and other implements without prior approval in an amount to be fixed from time to time by the Town Board; and

WHEREAS, the Highway Superintendent has requested approval to spend up to \$10,000.00 for equipment, tools and implements without prior approval.

NOW, THEREFORE, BE IT RESOLVED, that the Highway Superintendent be and is hereby authorized to spend up to \$10,000.00 for equipment, tools and other implements, at any time, without prior approval of the Town Board.

BE IT FURTHER RESOLVED, that the Town Clerk be and hereby, directed to forward a copy of this resolution to the Highway Superintendent, the Town Board and the Office of Accounting.

THE VOTE

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No



JANUARY 6, 2009

**Adopted.**

TOWN OF RIVERHEAD

DESIGNATES BANKS AS OFFICIAL DEPOSITORIES FOR TOWN FUNDS

RESOLUTION # 26

COUNCILMAN DUNLEAVY

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

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

**WHEREAS**, pursuant to Town Law, Section 64(9), it is provided that the Town Board shall designate, by written resolution, banks or trust companies as official depositories.

**NOW, THEREFORE, BE IT RESOLVED**, that for a period of one (1) year effective January 1, 2009, Suffolk County National Bank, Capital One, Bank of America, Chase Bank, Citibank, Commerce/TD Bank, Hudson Savings Bank, Citi Smith Barney and UBS Financial Services, be, and are hereby, designated as official depositories for the Town of Riverhead.

**BE IT FURTHER RESOLVED**, that all accounts be collateralized subject to the approval of the Town Board with memoranda of agreement; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be, and hereby is, directed to forward a copy of this Resolution to the Office of Accounting and Maryann Wowak-Heilbrunn, Receiver of Taxes.

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No



**Adopted**

January 6, 2009

**TOWN OF RIVERHEAD**  
**SETS TOWING AND**  
**STORAGE FEES**

**RESOLUTION # 27**

COUNCILMAN BUCKLEY

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

**RESOLVED**, Section 101-22 of the Riverhead town Code requires the Town Board to set fees for the towing and storage of abandoned vehicles.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, effective January 1, 2009, the Town Board of the Town of Riverhead, hereby established the following fee schedule, applicable only to the town-operated tow truck and storage area:

Fee for Towing	\$310.00 Flat Fee
Fee for Storage	\$ 35.00 Per Day

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

**THE VOTE**

Wooten  Yes  No

Buckley  Yes  No

Dunleavy  Yes  No

Blass  Yes  No

Cardinale  Yes  No



# Adopted

January 6, 2009

## TOWN OF RIVERHEAD

RESOLUTION # 28

### AUTHORIZES BUDGET MODIFICATION TO THE 2008 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COUNCILMAN WOOTEN

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

seconded by COUNCILWOMAN BLASS

**WHEREAS**, the Town Board authorized publication of Public Notice with a 30-day comment period of a proposed budget modification to the 2008 Community Development Block Grant ("CDBG") program providing that \$50,000 in Home Improvement Program funds be used instead for renovations to the Town of Riverhead Senior Center; and

**WHEREAS**, such Public Notice was published in the official paper and no public comments were submitted during the 30-day comment period; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Riverhead Town Board hereby authorizes a budget modification to the 2008 CDBG program providing that \$50,000 in Home Improvement Program funds be used instead for renovations to the Town of Riverhead Senior Center.

**BE IT FURTHER RESOLVED**, that the Town Clerk shall provide notification of this resolution to Joseph Sanseverino, Director, Suffolk County Community Development, the CDD Director and the Accounting Department.

#### THE VOTE

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

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

January 6, 2009

# Adopted

TOWN OF RIVERHEAD  
RESOLUTION # 29  
AWARDS BID FOR HVAC IMPROVEMENT PROJECT  
AT SENIOR CITIZEN CENTER

COUNCILWOMAN BLASS offered the following resolution which

was seconded by COUNCILMAN DUNLEAVY

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Heating, Ventilating and Air Conditioning Improvement Project at the Riverhead Senior Citizen Center located at 60 Shade Tree Lane, Riverhead; and

WHEREAS, two (2) bids were received, opened and read aloud on the 1<sup>st</sup> day of December, 2008 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the HVAC Improvement Project at the Riverhead Senior Citizen Center be and is hereby awarded to Carter-Melence, Inc., P. O. Box 907, Sound Beach, NY 11789 in the amount of Seventy Five Thousand Dollars & 00/100 (\$75,000); and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Clerk to return any and all bid bonds received in connection with the above; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Supervisor to execute an agreement for the HVAC Improvement Project at the Riverhead Senior Citizen Center; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Engineer to secure a Town of Riverhead purchase order from the Purchasing Department in the amount of \$75,000.00; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Carter-Melence, Inc., P. O. Box 907, Sound Beach, NY 11789, Christine Kempner, Community Development Director, and a copy to Ken Testa, P.E., Purchasing Department and the Office of Accounting.

THE VOTE

Dunleavy  Yes  No

Buckley  Yes  No

Blass  Yes  No

Wooten  Yes  No

Cardinale  Yes  No

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED.



**Office of the Town Clerk**  
*Diane M. Wilhelm*

Registrar of Vital Statistics

Records Management Officer

Marriage Officer

**TO:** Supervisor Cardinale, Councilpersons Blass, Dunleavy, Buckley, Wooten,  
Maryann Tague

**FROM:** Juliann O'Neill, Deputy Town Clerk

**DATE:** December 2, 2008

**RE:** HVAC Improvement Project at Senior Citizen Center

Two bids were received and opened on Monday, December 1, 2008 at 11:00am:

**Carter-Melence, Inc.** \$75,000.00  
PO Box 907  
Sound Beach, NY 11789  
(631) 744-0127

**Dominion Construction Corp.** \$88,649.00  
109 Allen Blvd  
Farmingdale, NY 11735  
(631) 249-0888

200 Howell Avenue ~ Riverhead, New York 11901 ~ (631)727-3200 Ext. 260 ~ Fax (631)208-4034

**PRICE SHEET**

**COMPANY NAME:** Carter-Melence, Inc.  
**COMPANY ADDRESS:** P.O. Box 907, Sound Beach, NY 11789  
**TELEPHONE:** (631) 744-0127 **FAX:** (631) 744-0528  
**EMAIL:** 4cmi@optonline.net  
**CONTACT PERSON:** Donald J. O'Hanlon  
**PRICE BID: (WORDS)** Seventy Five Thousand Dollars  
**PRICE BID: (NUMBERS)** \$75,000.00

Contractor must complete list of all subcontractors at the time of bid. Please use the area below.

**SUBCONTRACTOR NAME:** R.J.D. Contracting, Inc.  
**SUB ADDRESS:** P.O. Box 749, Upton, NY 11973  
**TELEPHONE:** (631) 344-2836 **FAX:** (631) 344-2843  
**EMAIL:** \_\_\_\_\_  
**CONTACT PERSON:** Richard Attridge

**SUBCONTRACTOR NAME:** R.H. Broderick Mechanical  
**SUB ADDRESS:** 23 Inwood Rd.  
Center Moriches, NY 11934  
**TELEPHONE:** (631) 878-6280 **FAX:** (631) 874-4206  
**EMAIL:** \_\_\_\_\_  
**CONTACT PERSON:** \_\_\_\_\_

**SUBCONTRACTOR NAME:** \_\_\_\_\_  
**SUB ADDRESS:** \_\_\_\_\_  
**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_  
**CONTACT PERSON:** \_\_\_\_\_

**SUBCONTRACTOR NAME:** \_\_\_\_\_  
**SUB ADDRESS:** \_\_\_\_\_  
**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_  
**CONTACT PERSON:** \_\_\_\_\_

1/06/09

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 30

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH  
LEN REMPE, INC., TO PROVIDE OIL BURNER MAINTENANCE SERVICE AT  
THE JAMESPORT VOLUNTEER AMBULANCE FACILITY

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

WHEREAS, the Town of Riverhead is desirous of maintaining oil burner service at the Jamesport Volunteer Ambulance facility; and

WHEREAS, procurement of oil burner maintenance service is imperative in the safe and efficient operation of the Jamesport Volunteer ambulance facility; and

WHEREAS, Len Rempe, Inc., is interested and capable of providing oil burner maintenance service at the Jamesport Volunteer ambulance facility.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with Len Rempe Inc., to provide oil burner maintenance service at the Jamesport Volunteer Ambulance facility.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Leonard Rempe, President, Len Rempe Inc., PO Box 1792, Riverhead, New York 11901; Town Engineering Department and the Office of the Town Attorney.

THE VOTE

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

The Resolution  Was  Was Not  
Thereupon Duly Declared Adopted

## SERVICE AGREEMENT

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2008 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York, 11901, and LEN REMPE, INC., a corporation existing under the laws of the State of New York with a principal place of business at 355 Twomey Avenue, Calverton, New York 11933 with a mailing address of P.O. Box 1792, Riverhead, New York, 11901.

In consideration of the mutual promises herein contained, Town of Riverhead and Len Rempe, Inc., agree as follows:

### 1. SCOPE OF SERVICES

During the terms of this Agreement, Len Rempe, Inc., shall provide oil burner service and maintenance of the Jamesport Volunteer Ambulance facility on Manor Lane, Jamesport.

### 2. TERM OF AGREEMENT

The Agreement shall commence on August 1, 2008 and terminate on July 31, 2009.

### 3. PAYMENT

For these services Town of Riverhead will pay Len Rempe, Inc., a fee of \$250.00.

### 4. PUBLICITY

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

### 5. ASSIGNMENT AND SUBCONTRACTING

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

### 6. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Len Rempe, Inc., except to make any payments which may have become due under this Agreement on a pro rata basis. Town shall be entitled to a pro rata refund if either party terminates this agreement before expiration of the term.

### 7. RECORDS

Len Rempe, Inc., shall keep accurate records of the time spent in the performance of services hereunder. The Town shall, until the expiration of seven years after final payment under this

Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Len Rempe, Inc., involving transactions related to this Agreement.

#### 8. CHANGES

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

#### 9. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Deputy Town Attorney, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Len Rempe, Inc., if mailed by certified mail, postage prepaid to Len Rempe, Inc., PO Box 1792, Riverhead, NY 11901.

#### 10. COMPLIANCE WITH LAWS

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

#### 11. INSURANCE, INDEMNITY AND LIABILITY

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

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

#### 12. CONFLICT OF INTEREST

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

#### 13. DISCLOSURE

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

#### 14. DISPUTES

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

#### 15. TERMS AND CONDITIONS

All plans cover units up to and including 200,000 BTU rating. The replacement or repair of covered items will be done with a quality replacement part.

This agreement covers only the labor on and replacement of those parts which are specifically mentioned, which have failed due to normal wear and tear, and which are available through normal sources of supply. This agreement does not include modernization of discontinued equipment and parts replacement required as a result of power interruptions, frozen pipes, water in basement, fires, floods, wars, accidents, acts of God, improper operation of the equipment, failure of purchaser to maintain supply of proper grade oil in the storage tank, or to maintain

water at proper level in the boiler or to check for switches off, fuses blown or thermostat not calling for heat, or failure of any equipment not specifically mentioned as covered, shall be charged at regular hourly rate and list prices.

Len Rempe, Inc. shall not be held responsible for damage or injury caused by failure or delay in performing services hereunder when such failure or delay arises from any causes beyond its control.

Len Rempe, Inc. reserves the right to reject any equipment from coverage should the inspecting service man find it to be unacceptable. Our responsibility shall terminate if the customer is delinquent in payment of monies due Len Rempe, Inc. These agreements shall be in force for one year.

Accounts must maintain good credit standing or contract will be subject to cancellation.

Mechanical room and parts covered must remain accessible and neat.

Repairs on boiler due to cracks, complete boiler replacement, domestic water leaks and coil replacements are not covered under contract.

Emergency service constitutes no heat, dangerous situations, etc...Normal services hours are Monday through Friday, 8:00 a.m. to 4:30 p.m.

\*All repairs not covered under contract will be billed to customer.

#### 16. LIMITATIONS OF LIABILITY DISCLAIMER

Len Rempe, Inc. will not be held responsible for the following: loss or damage to vacant or unattended premises, material or labor shortages not within company control, condition or operation of oil storage tanks, product in storage tank, problems attributed to contaminated fuel, oil lines and piping, service calls due to out of oil, smoke piping and chimney, exhaust fans (disconnect, emergency or service switches), blown fuses or tripped circuit breakers, piping or duct work of system, humidifier on warm air furnaces, damage due to water leak or flooded mechanical area, water feed to hydronic or steam system, relief valve, expansion tank or other like water jacket parts, damage due to vandalism or neglect, condition or replacement of combustion chamber, acts of God, problems attributed to LIPA, replacement or upgrading of boilers, furnaces, heat exchange, burners or other outdated un-repairable equipment. Mobile home furnaces must burn kerosene. The use of any other fuel will void this agreement.

#### 17. OIL BURNER SERVICE AND MAINTENANCE

Depending on equipment, Len Rempe, Inc. will perform the following maintenance annually:

- Test and adjust oil burner.
- Change filter cartridge and burner nozzle if necessary.
- Clean and check nozzle assembly.
- Check safety controls.
- Vacuum unit if applicable.
- Vacuum smoke pipe and chimney base if applicable.

CONTRACT 1 – BASIC SERVICE: \$250.00

Coverage of Contract:

- Once-a-year tuning and inspection of oil burner, boiler or furnace.
- Once-a-year replacing nozzle and oil filter cartridge, pump strainer if necessary.
- Parts covered under contract are as follows:

Fuel pump	Burner motor
Ignition transformer	Cad cell relay
Stack relay	Procelains
Operating controls (for main zone only)	Blower motor and fan belt up to 1/3 hp (w/o AC)
Fan & limit control	Pump drive coupling
Ignition wires	Cad cell eye
Delayed oil valve	Circulator motor, coupling & bearing assembly

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

---

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

---

Leonard Rempe, President  
Len Rempe, Inc.

1/06/09

# Adopted

## TOWN OF RIVERHEAD

RESOLUTION # 31

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH  
LEN REMPE, INC., TO PROVIDE OIL BURNER MAINTENANCE SERVICE AT  
THE TOWN OF RIVERHEAD BUILDINGS AND GROUNDS FACILITY

COUNCILMAN BUCKLEY

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

by COUNCILMAN WOOTEN

WHEREAS, the Town of Riverhead is desirous of maintaining oil burner service at the Town of Riverhead Buildings and Grounds facility; and

WHEREAS, procurement of oil burner maintenance service is imperative in the safe and efficient operation of the Town of Riverhead Buildings and Grounds facility; and

WHEREAS, Len Rempe, Inc., is interested and capable of providing oil burner maintenance service at the Town of Riverhead Buildings and Grounds facility.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with Len Rempe Inc., to provide oil burner maintenance service at the Town of Riverhead Buildings and Grounds facility.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Leonard Rempe, President, Len Rempe Inc., PO Box 1792, Riverhead, New York 11901; Town Engineering Department and the Office of the Town Attorney.

### THE VOTE

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

Cardinale  Yes  No

The Resolution  Was  Was Not  
Thereupon Duly Declared Adopted

## SERVICE AGREEMENT

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2008 between the TOWN OF RIVERHEAD, a municipal corporation organized and existing under the laws of New York, with its office located at 200 Howell Avenue, Riverhead, New York, 11901, and LEN REMPE, INC., a corporation existing under the laws of the State of New York with a principal place of business at 355 Twomey Avenue, Calverton, New York 11933 with a mailing address of P.O. Box 1792, Riverhead, New York, 11901.

In consideration of the mutual promises herein contained, Town of Riverhead and Len Rempe, Inc., agree as follows:

### 1. SCOPE OF SERVICES

During the terms of this Agreement, Len Rempe, Inc., shall provide oil burner service and maintenance of the Town of Riverhead Buildings and Grounds facility on Columbus Avenue, Riverhead.

### 2. TERM OF AGREEMENT

The Agreement shall commence on August 1, 2008 and terminate on July 31, 2009.

### 3. PAYMENT

For these services Town of Riverhead will pay Len Rempe, Inc., a fee of \$250.00.

### 4. PUBLICITY

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

### 5. ASSIGNMENT AND SUBCONTRACTING

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

### 6. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party. In the event of such termination, Town shall have no further obligation to Len Rempe, Inc., except to make any payments which may have become due under this Agreement on a pro rata basis. Town shall be entitled to a pro rata refund if either party terminates this agreement before expiration of the term.

### 7. RECORDS

Len Rempe, Inc., shall keep accurate records of the time spent in the performance of services hereunder. The Town shall, until the expiration of seven years after final payment under this

Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Len Rempe, Inc., involving transactions related to this Agreement.

#### 8. CHANGES

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

#### 9. NOTICES

Any notice shall be considered as having been given: (i) to Town of Riverhead if mailed by certified mail, postage prepaid to Town of Riverhead, Attention: Daniel P. McCormick, Deputy Town Attorney, 200 Howell Avenue, Riverhead, NY 11901; or (ii) to Len Rempe, Inc., if mailed by certified mail, postage prepaid to Len Rempe, Inc., PO Box 1792, Riverhead, NY 11901.

#### 10. COMPLIANCE WITH LAWS

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

#### 11. INSURANCE, INDEMNITY AND LIABILITY

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

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

#### 12. CONFLICT OF INTEREST

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

#### 13. DISCLOSURE

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

#### 14. DISPUTES

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

#### 15. TERMS AND CONDITIONS

All plans cover units up to and including 200,000 BTU rating. The replacement or repair of covered items will be done with a quality replacement part.

This agreement covers only the labor on and replacement of those parts which are specifically mentioned, which have failed due to normal wear and tear, and which are available through normal sources of supply. This agreement does not include modernization of discontinued equipment and parts replacement required as a result of power interruptions, frozen pipes, water in basement, fires, floods, wars, accidents, acts of God, improper operation of the equipment, failure of purchaser to maintain supply of proper grade oil in the storage tank, or to maintain

water at proper level in the boiler or to check for switches off, fuses blown or thermostat not calling for heat, or failure of any equipment not specifically mentioned as covered, shall be charged at regular hourly rate and list prices.

Len Rempe, Inc. shall not be held responsible for damage or injury caused by failure or delay in performing services hereunder when such failure or delay arises from any causes beyond its control.

Len Rempe, Inc. reserves the right to reject any equipment from coverage should the inspecting service man find it to be unacceptable. Our responsibility shall terminate if the customer is delinquent in payment of monies due Len Rempe, Inc. These agreements shall be in force for one year.

Accounts must maintain good credit standing or contract will be subject to cancellation.

Mechanical room and parts covered must remain accessible and neat.

Repairs on boiler due to cracks, complete boiler replacement, domestic water leaks and coil replacements are not covered under contract.

Emergency service constitutes no heat, dangerous situations, etc...Normal services hours are Monday through Friday, 8:00 a.m. to 4:30 p.m.

\*All repairs not covered under contract will be billed to customer.

#### 16. LIMITATIONS OF LIABILITY DISCLAIMER

Len Rempe, Inc. will not be held responsible for the following: loss or damage to vacant or unattended premises, material or labor shortages not within company control, condition or operation of oil storage tanks, product in storage tank, problems attributed to contaminated fuel, oil lines and piping, service calls due to out of oil, smoke piping and chimney, exhaust fans (disconnect, emergency or service switches), blown fuses or tripped circuit breakers, piping or duct work of system, humidifier on warm air furnaces, damage due to water leak or flooded mechanical area, water feed to hydronic or steam system, relief valve, expansion tank or other like water jacket parts, damage due to vandalism or neglect, condition or replacement of combustion chamber, acts of God, problems attributed to LIPA, replacement or upgrading of boilers, furnaces, heat exchange, burners or other outdated un-repairable equipment.

Mobile home furnaces must burn kerosene. The use of any other fuel will void this agreement.

#### 17. OIL BURNER SERVICE AND MAINTENANCE

Depending on equipment, Len Rempe, Inc. will perform the following maintenance annually:

- Test and adjust oil burner.
- Change filter cartridge and burner nozzle if necessary.
- Clean and check nozzle assembly.
- Check safety controls.
- Vacuum unit if applicable.
- Vacuum smoke pipe and chimney base if applicable.

CONTRACT 1 – BASIC SERVICE: \$250.00

Coverage of Contract:

- Once-a-year tuning and inspection of oil burner, boiler or furnace.
- Once-a-year replacing nozzle and oil filter cartridge, pump strainer if necessary.
- Parts covered under contract are as follows:

Fuel pump	Burner motor
Ignition transformer	Cad cell relay
Stack relay	Procelains
Operating controls (for main zone only)	Blower motor and fan belt up to 1/3 hp (w/o AC)
Fan & limit control	Pump drive coupling
Ignition wires	Cad cell eye
Delayed oil valve	Circulator motor, coupling & bearing assembly

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

---

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

---

Leonard Rempe, President  
Len Rempe, Inc.



**ADDENDUM TO LEASE**

Dated January \_\_\_\_, 2009

**WHEREAS**, the Town of Riverhead and the Division of Military and Naval Affairs entered into a Lease dated January 14, 2008 for a term of one (1) year which has since expired; and

**WHEREAS**, the Town of Riverhead has agreed to extend the lease for a period of one (1) year commencing January 1, 2009 and ending December 31, 2009 under the same terms and conditions set forth in the Lease Agreement dated January 14, 2008,

**WITNESSETH**

**THAT** the parties herein agree to extend said Lease Agreement dated January 14, 2008 for a period of one (1) year commencing January 1, 2009 and ending December 31, 2009 under the same terms and conditions set forth in the Lease Agreement dated January 14, 2008 .

**IN WITNESS WHEREOF**, the parties to this lease have hereto set their hands and seals this \_\_\_\_ day of January, 2009.

STATE OF NEW YORK DIVISION OF  
MILITARY AND NAVAL AFFARIS

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

TOWN OF RIVERHEAD

By: \_\_\_\_\_  
PHILIP J. CARDINALE, Supervisor



January 6, 2009

TOWN OF RIVERHEAD

Adopted

Resolution # 33

**RE: Appointment and Approval of the Fee Schedule for  
The Raynor Group, P.E. & L.S. PLLC as Consulting  
Engineers and Land Surveyors**

COUNCILWOMAN BLASS

COUNCILMAN DUNLEAV

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

**WHEREAS**, the Raynor Group, P.E. & L.S. PLLC has submitted a fee schedule for consulting engineering and land surveying services to the Riverhead Town Board and Riverhead Planning Board for the year 2009, and

**WHEREAS**, that the proposed 2009 fee schedule of Raynor Group, P.E. & L.S. PLLC is identical to the 2008 fee schedule previously approved by the Town Board by Resolution #193, dated March 4, 2008, and

**WHEREAS**, the fee schedule submitted by the Raynor Group, P.E. & L.S. PLLC is determined to be acceptable, now

**THEREFORE BE IT**

**RESOLVED**, that the Raynor Group, P.E. & L.S. PLLC is hereby appointed by the Town Board as consulting engineers and land surveyors to the Riverhead Planning Board, and

**BE IT FURTHER**

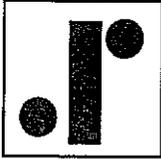
**RESOLVED**, that the attached fee schedule of The Raynor, Group, P.E. & L.S. PLLC is hereby approved for the year 2009, and

**BE IT FURTHER**

**RESOLVED**, that copies of this resolution be forwarded to Planning Department, Accounting Department and the Raynor Group, P.E. & L.S. PLLC, P.O. Box 720, Water Mill, New York, 11976.

**THE VOTE**

DUNLEAVY  YES \_\_\_ NO    BUCKLEY  YES \_\_\_ NO  
 BLASS  YES \_\_\_ NO    WOOTEN  YES \_\_\_ NO  
 CARDINALE  YES \_\_\_ NO  
 THIS RESOLUTION  WAS \_\_\_ WAS NOT  
 THEREFORE DULY ADOPTED



# The Raynor Group, P.E. & L.S. PLLC

Civil Engineers and Land Surveyors

Deerfield Green  
860 Montauk Highway

P.O. Box 720  
Water Mill, New York 11976  
Phone: (631) 726-7600  
Fax: (631) 726-4378

Reports  
Design  
Environmental Planning

Michael J. Raynor, L.S.  
Vincent A. Gaudiello, P.E.

John J. Raynor, P.E., L.S.  
*Senior Consultant*

Richard J. Van de Kieft  
*Associate*

December 15, 2008

Town of Board  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901-2596

Attn. Phil Cardinale, Supervisor

Re: The Raynor Group  
2009 Fee Schedule

Dear Board Members,

Pursuant to the request received from the Planning Board, attached herewith for your consideration is a copy of The Raynor Group's proposed 2009 Fee Schedule.

Please be advised that we are not changing our hourly rates for 2009 and that our proposed 2009 Fee Schedule is identical to our 2008 Fee Schedule previously approved by the Board (Resolution #193, dated March 4, 2008).

Should you have any questions concerning this matter, feel free to contact me.

Very truly yours,

Vincent A. Gaudiello, P.E.

VAG  
Enc.

copy: Richard O'Dea, Planning Board Chairman  
Richard Hanley, Planning Director  
William J. Rothaar, Financial Administrator

**TOWN OF RIVERHEAD**

**2009 FEE SCHEDULE**

---

Engineering and Surveying fees will be charged in accordance with the following fee schedule:

For the services of Principals:	\$175/hour
For the services of Professional Engineers:	\$175/hour
For the services of Professional Land Surveyors:	\$155/hour
For the services of Sr. Technicians:	\$130/hour
For the services of Technicians:	\$105/hour
For the services of Draftsmen:	\$95/hour
For the services of Field Crew Chiefs:	\$105/hour
For the services of Field Technicians:	\$95/hour
For the Services of Field Monitor	\$75/hour
For use of Global Positioning System (GPS):	\$40/hour
For Computer Time:	\$16/hour
For Computer Plotting Time:	\$4/minute

Travel time to and from our office during the normal working day and travel time in excess of one hour beyond the normal working day will be charged in accordance with the foregoing rates.

All subcontractors (test pit excavations, test wells, materials analysts, biologists, etc.) engaged by us on behalf and as approved by the Town will be billed at cost, plus ten percent (10%).

All other out-of-pocket expenses incurred in connection with our services will be billed at cost (with the exception of subcontractors, as noted above). These expenses may include travel & subsistence (when applicable), telephone charges, reproductions, shipping charges, rental equipment (including repair), etc.

This fee schedule is valid for the current calendar year. Fees will be charged in accordance with the fee schedule in effect at the time the service is rendered.

Adopted

01/06/09

TOWN OF RIVERHEAD

RESOLUTION # 34

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH JACQUELINE O'SULLIVAN FOR BOARD TRANSCRIBING

COUNCILMAN DUNLEAVY

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

seconded by COUNCILMAN BUCKLEY \_\_\_\_\_

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to enter into an agreement with Jacqueline O'Sullivan for the performance of transcribing the minutes of various boards within the Town of Riverhead, effective January 1,2009 through December 31, 2009; and,

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution and attached agreement to Jacqueline O'Sullivan; the Town Clerk; and the Office of Accounting.

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

01/06/09

**TOWN OF RIVERHEAD**  
**CONTRACT AGREEMENT**

**THE PARTIES HERETO AGREE AS FOLLOWS:**

THIS AGREEMENT ENTERED INTO THE 1<sup>st</sup> day of January, 2009 by and between the Town of Riverhead, a municipal corporation with its principal place of business at 200 Howell Avenue, Riverhead, New York 11901 (Hereinafter referred to as the party of the first part) and Jacqueline O'Sullivan of 232 Christopher Court, Medford, NY 11763

**WITNESSETH:**

The parties hereto agree as follows:

**WHEREAS**, the Town of Riverhead wishes to engage the services of Jacqueline O'Sullivan, Stenographer, who will personally provide stenographic services to the various boards; and

**WHEREAS**, Jacqueline O'Sullivan has agreed to perform services as a Stenographer to the various boards;

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:** Jacqueline O'Sullivan does hereby agree to transcribe minutes of the Town Board Meetings, Grievances and Special Town Board Meetings at the rate of \$3.50 per page and supply the Town of Riverhead with an e-mailed copy of the typed minutes of each meeting.

The terms of agreement shall be from January 1, 2009 through December 31, 2009.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement of the day of and year first above written.

**TOWN OF RIVERHEAD**

**BY:** \_\_\_\_\_  
Philip Cardinale  
Town Supervisor

**BY:** \_\_\_\_\_  
Jacqueline O'Sullivan

TOWN OF RIVERHEAD

Adopted

Resolution # 35

**AUTHORIZES EXPENDITURE FOR SUPPORT OF DR. MARTIN LUTHER KING, JR. MEMORIAL EVENT**

COUNCILMAN BUCKLEY

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

by COUNCILMAN WOOTEN :

**WHEREAS**, the Town of Riverhead seeks to commemorate the timeless values of Dr. Martin Luther King, Jr.'s teachings and character; and

**WHEREAS**, on Monday, January 19, 2009, the First Baptist Church of Riverhead will sponsor its 24<sup>th</sup> Annual Dr. Martin Luther King, Jr. Memorial event; and

**WHEREAS**, the purpose of the Dr. Martin Luther King, Jr. Memorial event is to bring together people from diverse religious, cultural and economic backgrounds to reflect upon Dr. King's goal for humanity and impart Dr. King's teachings on government officials and employees; and

**WHEREAS**, Dr. Boyce Watkins, a foremost expert on issues of social justice and renowned African-American scholar, will be the keynote speaker; and

**WHEREAS**, the Town of Riverhead wishes to show its support for said event and educate Town officials and employees on the values of diversity as being necessary for the common good and general welfare for the most effective operation of Town government; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board is hereby authorized to expend \$400 for attendance at the 24<sup>th</sup> Annual Dr. Martin Luther King, Jr. Memorial event; and be it further

**RESOLVED** that the Town Clerk is hereby directed to forward a copy of this resolution to the Office of Accounting and the Office of the Town Attorney.

WOOTEN  YES  NO      BUCKLEY  YES  NO

DUNLEAVY  YES  NO      BLASS  YES  NO

CARDINALE  YES  NO

THIS RESOLUTION  IS  IS NOT  
DECLARED DULY ADOPTED

Adopted

01/06/09

TOWN OF RIVERHEAD

Resolution # 36

**RATIFIES THE PUBLICATION OF A PUBLIC NOTICE FOR PUBLIC HEARING TO CONSIDER A LOCAL LAW WHICH WOULD ADOPT A MAP DESIGNATING NON-DISTURBANCE AREAS PURSUANT TO THE PINE BARRENS OVERLAY DISTRICT (Riverhead Town Code Article XXXV) FOR THE FORMER NAVAL WEAPONS INDUSTRIAL RESERVE PLANT (NWIRP) NOW KNOWN AS ENTERPRISE PARK AT CALVERTON (EPCAL)**

COUNCILMAN WOOTEN

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

**RESOLVED**, that the Town Board hereby ratifies the publication of the attached public notice to consider a local law which would adopt a map designating non-disturbance areas pursuant to the Pine Barrens Overlay District (Riverhead Town Code Article XXXV) for the former Naval Weapons Industrial Reserve Plan (NWIRP) now known as Enterprise Park at Calverton (EPCAL) in the January 8, 2009 issue of 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 the Building Department; the Planning Board; the Planning Department and the Office of Accounting, New York State Department of Environmental Conservation, Central Pine Barrens Joint Planning and Policy Commission.

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

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held on January 21st 2009 at 7:10 pm, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider a local law to consider the adoption of a map designating non-disturbance areas clearing limits pursuant to the Pine Barrens Overlay District (Riverhead Town Code Article XXXV) for the former Naval Weapons Industrial Reserve Plan (NWIRP) now known as Enterprise Park at Calverton (EPCAL) as shown on the map depicted below.

Dated: Riverhead, New York  
December 16, 2008

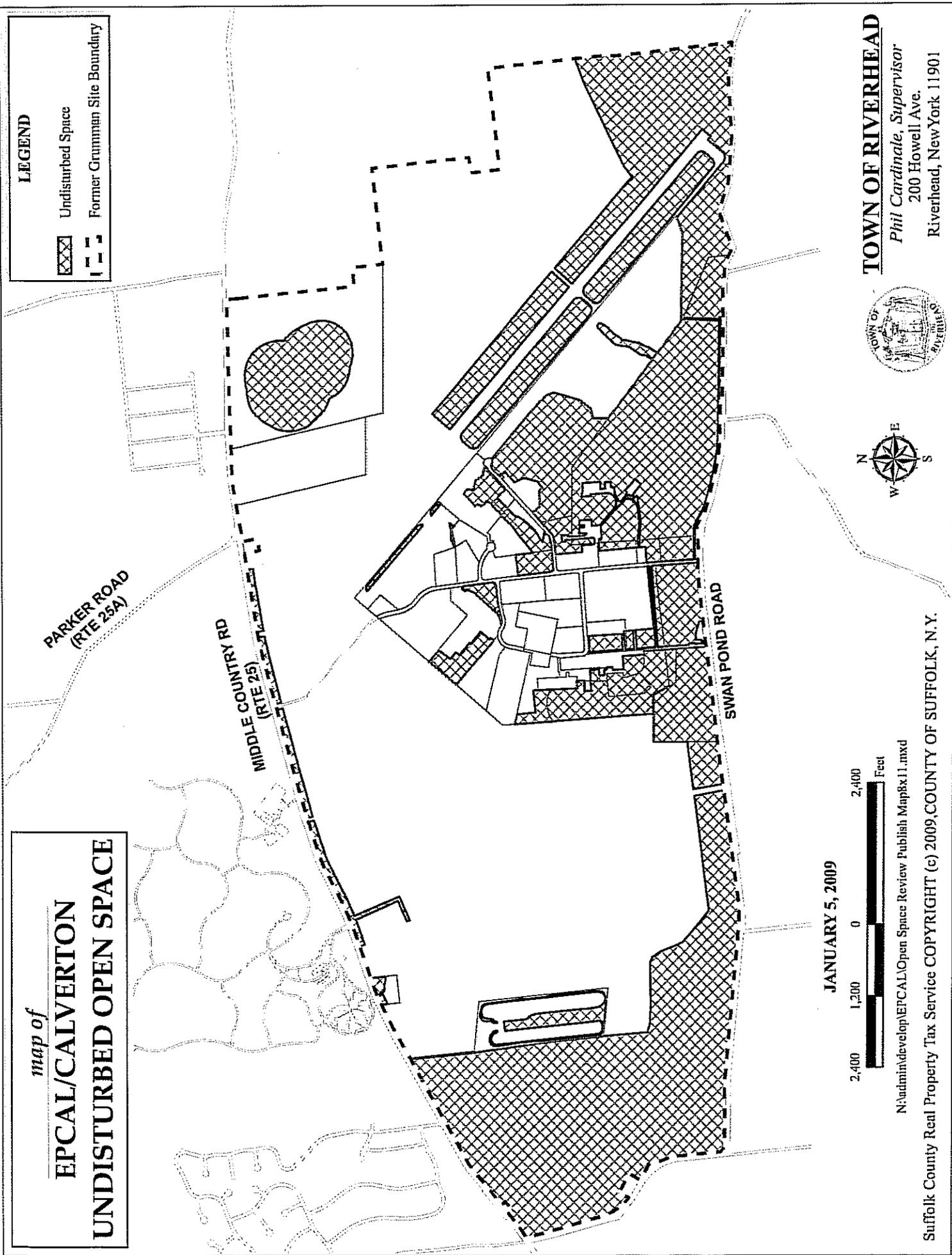
**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD**

**DIANE M. WILHELM**, Town Clerk

*map of*  
**EPCAL/CALVERTON  
 UNDISTURBED OPEN SPACE**

**LEGEND**

-  Undisturbed Space
-  Former Grumman Site Boundary

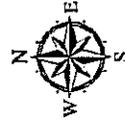


**JANUARY 5, 2009**



N:\admin\develop\EPCAL\Open Space Review Publish Map8x11.mxd

Suffolk County Real Property Tax Service COPYRIGHT (c) 2009, COUNTY OF SUFFOLK, N.Y.



**TOWN OF RIVERHEAD**

*Phil Cardinale, Supervisor*  
 200 Howell Ave.  
 Riverhead, New York 11901

1/6/09

TOWN OF RIVERHEAD

Adopted

Resolution # 37

**ACCEPTS AND REPLACES IRREVOCABLE LETTER OF CREDIT OF M-GBC, LLC**  
**(Calverton Camelot II)**

COUNCILWOMAN BLASS

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

COUNCILMAN DUNLEAVY

\_\_\_\_\_:

**WHEREAS**, by Resolution #1082 adopted on November 30, 2006, the Riverhead Town Board accepted a Suffolk County National Bank Irrevocable Letter of Credit #061130 from M-GBC, LLC in the amount of Three Million and 00/100 (\$3,000,000.00) Dollars, having an expiration date of November 30, 2008, for improvements to be completed within the subdivision entitled "Calverton Camelot II; and

**WHEREAS**, said irrevocable letter of credit did not contain an automatic renewal clause; and

**WHEREAS**, by letter dated December 18, 2008, Suffolk County National Bank has advised that the Bank has approved Suffolk County National Bank Irrevocable Letter of Credit #061128 in the amount of Three Million and 00/100 (\$3,000,000.00) Dollars, which contains an automatic renewal clause, to replace the aforementioned irrevocable letter of credit.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby approves the acceptance of Suffolk County National Bank Irrevocable Letter of Credit #061128 in the amount of Three Million and 00/100 (\$3,000,000.00) Dollars, which contains an automatic renewal clause; and be it further

**RESOLVED**, that the Town Board of the Town of Riverhead hereby approves the release of Suffolk County National Bank Irrevocable Letter of Credit #061130 in the amount of Three Million and 00/100 (\$3,000,000.00) Dollars; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a copy of this resolution to M-GBC, LLC, 2545 Hempstead Turnpike, East Meadow, New York, 11554; Suffolk County National Bank, 4 West Second Street, Riverhead, New York, 11901, Attn: Robert T. Ellerkamp, Vice President, the Riverhead Planning Department, the Riverhead Building Department and the Office of the Town Attorney.

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

# Adopted

RESOLUTION # 38		ABSTRACT #08-52 December 31, 2008 (TBM 01/06/08)			
<del>COUNCILMAN DUNLEAVY</del>					
offered the following Resolution which was seconded by					
<del>COUNCILMAN BUCKLEY</del>					
FUND NAME				CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1			74,781.89	74,781.89
HIGHWAY FUND	111			25,903.06	25,903.06
WATER DISTRICT	112			7,920.54	7,920.54
RIVERHEAD SEWER DISTRICT	114			4,395.31	4,395.31
REFUSE & GARBAGE COLLECTION DI	115			430.48	430.48
STREET LIGHTING DISTRICT	116			637.09	637.09
AMBULANCE DISTRICT	120			2,452.50	2,452.50
RIVERHEAD SCAVANGER WASTE DIST	128			53.56	53.56
TOWN HALL CAPITAL PROJECTS	406			66,950.49	66,950.49
SENIORS HELP SENIORS CAP PROJE	453			28.01	28.01
MUNICIPAL FUEL FUND	625			1,875.00	1,875.00
MUNICIPAL GARAGE FUND	626			88.45	88.45
<b>TOTAL ALL FUNDS</b>				<b>185,516.38</b>	<b>185,516.38</b>

THE VOTE

Buckley  yes  no Wooten  yes  no  
Dunleavy  yes  no Blass  yes  no  
Cardinale  yes  no

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED