

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

July 6th , 2005

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

**Barbara Blass, Councilwoman
Rose Sanders, Councilwoman**

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

ELECTED OFFICIALS

**Laverne Tennenberg
Madelyn Sendlewski
Paul Leszczynski
Mark Kwasna
Maryann Wowak Heilbrunn
Richard Ehlers
Allen M. Smith**

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

DEPARTMENT HEADS

**John J. Hansen
Leroy E. Barnes, Jr.
Andrea Lohneiss
Ken Testa
Richard Hanley
Chief David Hegermiller
James Janeczek
Judy Doll
John Reeve
Michael Reichel
Gary Pendzick**

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

PUBLIC COMMENT ON ANY RESOLUTIONS LISTED BELOW:
COMMUNITY DEVELOPMENT AGENCY MEETING:

#15 a Resolution Designating Kenneth I. Wilpon, as Agent, Inc. as a Qualified and Eligible Sponsor for the Acquisition and Development of 755 +/- Acres of the Property Commonly Known as EPCAL and ~~Authorizing the Sale by the Agency of Such Property to Kenneth I. Wilpon, as Agent, Inc.~~ for Redevelopment Consistent with the Uses Permitted in the Planned Recreational Park Zoning Use District for Hotel Convention Center and Golf Course Subdistricts



REGULAR TOWN BOARD MEETING:

- #625 Adopts a Local Law to Amend Chapter 108 Entitled, "Zoning" and the Zoning Use District Map of the Town of Riverhead
 - #626 Adopts a Local Law to Amend Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (Business CR Zoning Use District [Rural Neighborhood Business])
 - #627 Adopts a Local Law to Amend Chapter 10 of the Riverhead Town Code Entitled, "Civil Claims" (§10.1 Compliance required, §10.2 Activities covered)
 - #628 Adopts a Local Law to Amend Chapter 7 of the Riverhead Town Code Entitled, "Business Improvement District"
 - #629 Adopts a Local Law to Amend Chapter 108 of the Riverhead Town Code Entitled, "Zoning" (Article XXI, Business CR District (Rural Neighborhood Business))
 - #630 Approves Stipulation of Settlement
 - #631 Ratifies the Appointment of a Beach Attendant/Concession Stand Operator II to the Riverhead Recreation Department
 - #632 Accepts Resignation of Part Time Homemaker (J. DePhillips)
-

- #633 Ratifies the Appointment of Part Time Homemaker in the Nutrition Department (H. Ostop)
- #634 Ratifies Appointment of Student Intern in the Nutrition Department (T. Vassallo)
- #635 Ratifies the Appointment of a Scorekeeper Level II to the Riverhead Recreation Department (E. Ashby)
- #636 Ratifies the Appointment of a Beach Attendant/Concession Stand Operator I to the Recreation Department (D. Kix)
- #637 Ratifies an Appointment of a Lifeguard Level II to the Recreation Department (R. Behrens)
- #638 Approves Amended Site Plan of True Tech, Inc.
- #639 Approves Site Plan of Sunken Pond Estates, Inc. Modify Existing Driveway Alignment
- #640 Approves Site Plan of Heritage Property Investment Trust North Fork Bank Expansion
- #641 Approves Site Plan of County Seat Plaza at Riverhead Phase II
- #642 Calverton CDA Budget Adjustment
- #643 2005 Horton Avenue Drainage Project Budget Adoption
- #644 Town Board Special Program Fund Budget Adjustment
- #645 Authorizes Amendment to Capital Budget Plan for Years 2005-2007
- #646 Middle Road Paving Phase I Project Budget Adjustment
- #647 A Resolution Authorizing the Issuance of \$500,000 Serial Bonds of the Town of Riverhead, Suffolk County,

NY to Pay the Cost of the Resurfacing of Various Roads
Located throughout and in and for said Town

- #648 A Resolution Authorizing the Issuance of \$50,000 Serial Bonds of the Town of Riverhead, Suffolk County, NY to Pay the Cost of the Purchase of a Landscaping Vehicle for Use by the Town's Building and Grounds Department, in and for said Town of Riverhead
- #649 2002 Water Plant #12 Improvement CAP Project Budget Adjustment
- #650 Authorizing Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 101 of the Riverhead Town Code Entitled, "Vehicles and Traffic" (101-10 Parking Prohibited)
- #651 Authorizing Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 101 of the Riverhead Town Code Entitled, "Vehicles and Traffic" (Article IX Recreational Motor Vehicles)
- #652 Authorizing Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 100 of the Riverhead Town Code Entitled, "Vehicles, Junked, Abandoned and unregistered" (§ 100-3. Storage Regulations)
- #653 Authorizing Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 of the Riverhead Town Code Entitled, "Zoning"(Article XIX, Cluster Development)
- #654 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 107 of the Riverhead Town Code Entitled, "Tidal and Freshwater Wetlands" (107-4 Regulated Areas)
- #655 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles and Traffic" (101-18 Seasonal Parking Prohibited)

- #656 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 of the Riverhead Town Code Entitled, "Zoning" (Boats Trailers, Airplanes or seaplanes)
- #657 Authorizes Town Clerk to Advertise for Bids Repainting of Plant No. 8 Stand Pipe
- #658 Order Calling Public Hearing- Lease Agreement with Omnipoint Communications, Inc. - Pulaski Street Tank, RWD
- #659 Order Calling Public Hearing- Lease Agreement with Cingular Wireless PSC, LLC, Plant #9, RWD
- #660 Order Calling Public Hearing-Lease Agreement with Verizon Wireless Route 58 Tank, RWD
- #661 Rejects Bids for Altec Model AT37-G Bucket Truck and Authorizes Town Clerk to Post and Publish the Attached Notice to Bidders
- #662 Ratify the Authorization to Publish and Post a Help Wanted Ad for Lifeguards and Beach Attendants
- #663 Approves Temporary Sign Permit of Holiday Inn Express
- #664 Approves Chapter 90 Application of Timothy Hill Children's Ranch
- #665 Approves Chapter 90 Application of Dorothy Muma (Benefit Picnic for Breast Health)
- #666 Approves Chapter 90 Application of East Ends Arts & Humanities Council, Inc. (Peconic River Herb Farm)
- #667 Approves Chapter 90 Application of Restoration First Assembly of God Church
- ~~#668 Approves Chapter 90 Application of Garden of Eve, LLC~~

- #669 Approves Chapter 90 Application of Martha Clara Vineyards, LLC (Various Events/Functions/Fundraisers)
- #670 Approves the Application for Fireworks Permit of Jamesport Fire Department
- #671 Connecticut Avenue Culvert Replacement Project Budget Adoption
- #672 Authorizing the Transfer of County Owned Property to the Town of Riverhead (Parcel at Intersection of Horton Avenue and Osborne Avenue)
- #673 Authorizes the Supervisor to Execute a License Agreement with the Long Island Wine Council, Inc.
- #674 Authorizes the Supervisor to Execute an Intermunicipal Agreement with the Town of Brookhaven for the Replacement of a Culvert under Connecticut Avenue situate within the Jurisdictional Boundaries of the Towns of Riverhead and Brookhaven
- #675 Authorizes the Supervisor to Execute an Intermunicipal Agreement Between Town of Riverhead and the Riverhead Central School District
- #676 Authorizes the Release of Performance Bond for Suffolk Cement Products, Inc.
- #677 Authorizes the Release of Performance Bond for Sawmill Creek Realty LLC- Blue Fin Realty
- #678 Authorizes the Release of Performance Bond for Target Corporation Risk Management
- #679 Authorizes the Release of Security Posted for Sister's Realty LLC (Judy & Susan Emenuale)
- #680 Authorizes the Release of Security Posted for Robert Gammon- Woodside Farms
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- #681 Accepts Cash Security of Cellular Telephone Company d/b/a AT&T Wireless- Fresh Pond Avenue
- #682 Reduces Performance Bond of Sound Avenue Company, LLC (Silver Village)
- #683 Supports the Enactment of the Clean Water Protection/Flood Prevention Act (A.2048/S.2081) by the New York State Legislature
- #684 Appoints Wastewater Treatment Plant Operator Trainee in the Sewer Department (R. Helupka)
- #685 Authorizes Submission of Grant Application to NYS Department of State for Funding from the Environmental Protection Fund to Undertake a Comprehensive Watershed Study/Watershed Management Plan of the Peconic Estuary System
- #686 States the Sense of the Town Board and Authorizes Negotiation with Vintage Group, Inc. Regarding Railroad Avenue Redevelopment Project
- #687 Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for Superintendent for Recreation I and Director of Senior Citizen Services
- #688 Pays Bills

Adopted

Resolution Dated: July 6, 2005

TOWN OF RIVERHEAD

COMMUNITY DEVELOPMENT AGENCY

Resolution # 15

A RESOLUTION DESIGNATING KENNETH I. WILPON, AS AGENT, INC., AS A QUALIFIED AND ELIGIBLE SPONSOR FOR THE ACQUISITION AND DEVELOPMENT OF 755 +/- ACRES OF THE PROPERTY COMMONLY KNOWN AS EPCAL FOR REDEVELOPMENT CONSISTENT WITH THE USES PERMITTED IN THE PLANNED RECREATIONAL PARK ZONING USE DISTRICT FOR HOTEL CONVENTION CENTER AND GOLF COURSE SUBDISTRICTS

Member Bartunek offered the following resolution,

which was seconded by Member Blass:

WHEREAS, the Town of Riverhead Community Development Agency (the "Agency") is the owner of an approximately 1980 acre parcel of land, together with the buildings located thereon, property formerly known as the Naval Weapons Industrial Reserve Plant and commonly known as the EPCAL Property, located on the south side of Middle Country Road (NYS Route 25), Calverton, New York and identified as SCTM 0600-135-01-007.33, said property being depicted upon "Schedule A" annexed hereto and made a part hereof, and hereinafter referred to as the "EPCAL Site", a portion of which is located within an Economic Development Zone duly designated as such pursuant to the New York State Economic Development Zones Act, being Article 18-B of the General Municipal Law; and

WHEREAS, there has been submitted to the Agency a proposal for, and the Agency is considering, (i) designating Kenneth I. Wilpon, As Agent, Inc., a corporation duly formed under the laws of the State of New York, the "Qualified and Eligible Sponsor (the "Sponsor")", pursuant to Section 507(2)(c) and (d) of the General Municipal Law and in accordance with the established rules and procedures provided by the Agency, for the redevelopment of approximately 755 acres of the EPCAL Site as depicted upon Schedule B, and hereinafter referred to as "the Property", consistent with the uses permitted in the Planned Recreational Park Zoning Use District for Hotel Convention Center and Golf Course Subdistricts adopted by the governing board of the Agency on September 7, 1999; and (ii) selling the Property, pursuant to Sections 507(2)(d), 556(2) and 968(b) of the General Municipal Law, to Kenneth I. Wilpon, As Agent, Inc., pursuant to a certain Agreement of Sale by and between the Agency and Kenneth I. Wilpon, As Agent, Inc., a draft of which Agreement of Sale is on file in the Office of the Town Clerk of the Town of Riverhead and is available for public inspection during regular business hours (the "Agreement of Sale"), for

Sixty-Six Million Dollars (\$66,000,000.00) for redevelopment by Kenneth I. Wilpon, As Agent, Inc., as a major hotel destination resort and convention center, with two championship golf courses and 108 upscale homes for persons aged 55 and over, and a year round golf academy all in conformance with current zoning requirements; and

WHEREAS, Sections 556(2), 507(2)(c) and (d) and 968(b) of the General Municipal Law require that a public hearing, following at least ten (10) days public notice, be held by the Agency on the question of designating Kenneth I. Wilpon, As Agent, Inc. the Sponsor for the redevelopment of the Property and selling said Property to Kenneth I. Wilpon, As Agent, Inc.; and

WHEREAS, the Agency, pursuant to Article 8 of the Environmental Conservation Law and the regulations promulgated thereunder by the State Department of Environmental Conservation ("SEQRA"), declared itself "lead agency" by Resolution #9 dated April 5, 2005 for the sale of the Property to Kenneth I. Wilpon, As Agent, Inc., determined such sale of the Property to be an Unlisted Action pursuant to SEQRA, caused to be prepared therefore an Environmental Assessment Form pursuant to SEQRA and determined that such sale of the Property is without significant adverse impacts to either the natural or social environment and that an Environmental Impact Statement need not be prepared pursuant to SEQRA; and

WHEREAS, on April 19, 2005 and May 17, 2005, the Agency duly held said public hearing on the designation of Kenneth I. Wilpon, As Agent, Inc as Sponsor for the redevelopment of the Property and the sale of the Property by the Agency to Kenneth I. Wilpon, As Agent, Inc. as Sponsor, after the requisite public notice; and

WHEREAS, a majority of the Town Board of the Town of Riverhead, acting as Members of the Agency, attended such public hearing;

NOW THEREFORE, BE IT RESOLVED, by the Members of the Agency, as follows:

Section 1. Based upon the public hearing held at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York in said Town on April 19, 2005 at 7:10 P.M., Prevailing Time, adjourned and continued on May 17, 2005 at 7:00 P.M., upon all supplemental documentation and information received by the Agency and upon the opinion of independent special counsel on the question of designating Kenneth I. Wilpon, As Agent, Inc. the Sponsor for the redevelopment of the Property, the Agency hereby determines to designate Kenneth I. Wilpon, As Agent, Inc. the Qualified and Eligible Sponsor pursuant to Section 507(2)(d) of the General Municipal Law for the redevelopment of the Property.

Section 2. The Chairman of the Agency is hereby authorized, on behalf of the Agency, to negotiate the terms and conditions of the Agreement of Sale to properly effectuate the sale of the Property by the Agency to Kenneth I. Wilpon, As Agent, Inc. in accordance with this Resolution.

Section 3. Prior to the execution of the Agreement of Sale, the final form and substance of the Agreement of Sale for said Property shall be agreed upon by the Governing Body of the Agency and a Resolution shall be adopted by the Agency authorizing the Chairman to take all actions necessary to effectuate the sale of the Property to Kenneth I. Wilpon, As Agent, Inc.

Section 4. The Chairman of the Agency is hereby authorized and directed to distribute copies of this Resolution to Kenneth I. Wilpon, As Agent, Inc. and to do such further things and perform such acts as may be necessary or convenient to implement the provisions of this Resolution and the negotiation of the Agreement of Sale.

Section 5. This Resolution shall take effect immediately.

The Vote:

| | |
|--------------------|------------|
| Member Bartunek | <u>yes</u> |
| Member Sanders | <u>yes</u> |
| Member Blass | <u>yes</u> |
| Member Densieski | <u>no</u> |
| Chairman Cardinale | <u>yes</u> |

THE VOTE
Bartunek yes no Sanders yes no
Blass yes no Densieski yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

7/6/05

Adopted

TOWN OF RIVERHEAD

Resolution # 625

ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" AND THE ZONING USE DISTRICT MAP OF THE TOWN OF RIVERHEAD

COUNCILWOMAN BLASS

offered the following resolution, was seconded by

COUNCILMAN BARTUNEK.

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider an amendment to Chapter 108 entitled, "Zoning" and the attendant Zoning Use District Map of the Town Code of the Town of Riverhead; and

WHEREAS, a public hearing was held on the 21st day of June, 2005 at 2:30 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law to consider an amendment to Chapter 108 entitled, "Zoning" and the attendant Zoning Use District Map of the Town Code of the Town of Riverhead is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish the attached notice of adoption once in the Traveler Watchman newspaper and to post same on the signboard at Town Hall; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Planning Department; the Planning Board; the Riverhead Building Department and the Office of the Town Attorney.

THE VOTE

| | | | | | | | | | |
|-----------|-------------------------------------|-----|--------------------------|----|-----------|-------------------------------------|-----|--------------------------|----|
| Bartunek | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no | Sanders | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| Blass | <input type="checkbox"/> | yes | <input type="checkbox"/> | no | Densieski | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| Cardinale | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no | | | | | |

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law to amend Chapter 108 entitled, "Zoning" and the attendant Zoning Use District Map at its regular meeting held on July 6, 2005.

A copy of the text and Zoning Use District Map of the adopted local law may be reviewed at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

Dated: Riverhead, New York
July 6, 2005

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

BARBARA GRATTAN, Town Clerk

Chapter 108
Zoning

§ 108-6. Boundaries of districts.

The boundaries of said districts are hereby established as shown on the map entitled "Zoning Map, Town of Riverhead, Suffolk County, New York," as last amended April 1, 1986, on the date which map is hereby made a part of this chapter, and all notations, references and other things shown thereon shall be as much a part of this chapter as if fully described herein. EN Where uncertainty exists with respect to the boundaries of any of the aforesaid districts as shown on the Zoning Map, the following rules shall apply:

- A. Where district boundaries are indicated as approximately following the center lines of streets or highways, street lines or highway right-of-way lines, such center lines, street lines or highway right-of-way lines shall be construed to be such boundaries.
- B. Where district boundaries are so indicated that they approximately follow lot lines, such lot lines shall be construed to be said boundaries.
- C. Where district boundaries are so indicated that they are approximately parallel to the center lines or street lines of streets or to the center lines or right-of-way lines of highways, such district boundaries shall be construed as being parallel thereto and at such distance therefrom as indicated on the Zoning Map. If no distance is given, such dimension shall be determined by the use of the scale shown on said Zoning Map.
- D. Where the boundary of a district follows a railroad line, such boundary shall be deemed to be located midway between the main tract of said railroad line.
- E. Where the boundary of a district follows a stream, lake or other body of water, said boundary line shall be deemed to be at the limit of the jurisdiction of the Town of Riverhead unless otherwise indicated.

7/6/05

TOWN OF RIVERHEAD

Adopted

Resolution # 626

ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (BUSINESS CR ZONING USE DISTRICT [RURAL NEIGHBORHOOD BUSINESS])

COUNCILMAN BARTUNEK offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

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

WHEREAS, a public hearing was held on the 21st day of June, 2005 at 2:35 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

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

RESOLVED, that the Town Clerk is hereby authorized to publish the attached notice of adoption once in the Traveler Watchman newspaper and to post same on the signboard at Town Hall; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Planning Department; the Planning Board; the Riverhead Building Department and the Office of the Town Attorney.

THE VOTE

| | | | | | |
|----------|---|-----------------------------|-----------|---|-----------------------------|
| Bartunek | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no | Sanders | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| Blass | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no | Densieski | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| | | | Cardinale | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on July 6, 2005 as follows:

**ARTICLE LV
Business CR Zoning Use District (Rural Neighborhood Business)**

§ 108-294. Uses.

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

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot.
Specifically included is the following:

(1) Drive-through windows for pharmacies and banks

D. Prohibited uses:

(2) Drive-through windows ~~or establishments~~ serving restaurants.

Dated: Riverhead, New York
July 6, 2005

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

BARBARA GRATTAN, Town Clerk

07/06/05

Adopted

TOWN OF RIVERHEAD

Resolution # 627

ADOPTS A LOCAL LAW TO AMEND CHAPTER 10 OF THE RIVERHEAD TOWN CODE ENTITLED "CIVIL CLAIMS" (§ 10.1 Compliance required, § 10.2 Activities covered)

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK:

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to amend chapter 10 of the Riverhead Town Code entitled "Civil Claims" (§ 10.1 Compliance required, § 10.2 Activities covered); and

WHEREAS, a public hearing was held on the 21st day of June, 2005 at 2:10 o'clock p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard; and

NOW THEREFORE BE IT RESOLVED, that a local law to amend chapter 10 of the Riverhead Town Code entitled "Civil Claims" (§ 10.1 Compliance required, § 10.2 Activities covered) be and is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached notice of adoption once in the Traveler Watchman, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the same to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Water District; the Sewer District; the Scavenger Waste District; the Streetlighting District; the Industrial Development Agency; the Housing Development Corporation; the Multifamily Housing Corporation; the Riverhead Parking District; the Community Development Agency; the Business Improvement District Management Association; Sledjeski & Tierney, Esq. and the Town Attorney.

THE VOTE

| | | | | | |
|------------|-----|----|-------------|-----|----|
| Bartunek ✓ | yes | no | Sanders ✓ | yes | no |
| Blass ✓ | yes | no | Densieski ✓ | yes | no |
| | | | Cardinale ✓ | yes | no |

THE RESOLUTION ~~X~~ WAS WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law to amend chapter 10 of the Riverhead Town Code entitled "Civil Claims" (§ 10.1 Compliance required, § 10.2 Activities covered) at its regular meeting held on July 6, 2005 as follows:

Chapter 10

Civil Claims

§ 10-1. Compliance required.

No civil action shall be maintained against the Town of Riverhead, the Town of Riverhead Water District, the Town of Riverhead Sewer District, the Town of Riverhead Scavenger Waste District, the Town of Riverhead Streetlighting District, the Town of Riverhead Industrial Development Agency, Riverhead Housing Development Corporation, Riverhead Multifamily Housing Corporation, the Riverhead Parking District, the Community Development Agency and the Riverhead Business Improvement District Job Development Corporation, ~~a not-for-profit corporation~~ unless the requirements of this chapter are fully met.

§ 10-2. Activities covered.

No civil action shall be maintained against the Town of Riverhead or any of the agencies mentioned in § 10-1 herein for damages or injuries to persons or property sustained by reason of any defect in the condition, maintenance or design of any property (including easements and rights-of-way and leased lands) highway, bridge, culvert, curb, catch basin, recharge area, fencing, sidewalk; sewer manhole, main or appurtenance; water meter, main or appurtenance; curb, any missing highway sign or the failure to provide, by ordinance or otherwise, for the erection of any highway sign; the granting or refusal to grant any building permit, special permit, site plan approval, curb cut, variance, subdivision or special exception; park, playground, beach, wharf, dock, marina, community hall; unless written notice of such defective, unsafe, dangerous or obstructed condition shall be filed with the Town Clerk at least fifteen (15) calendar days prior to the event giving rise to the alleged claim.

Dated: Riverhead, New York
July 6, 2005

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

BARBARA GRATTAN, Town Clerk

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

07/06/05

Adopted

TOWN OF RIVERHEAD

Resolution # 628

ADOPTS A LOCAL LAW TO AMEND CHAPTER 7 OF THE RIVERHEAD TOWN CODE ENTITLED "BUSINESS IMPROVEMENT DISTRICT"

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILWOMAN BLASS:

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to amend Chapter 7 of the Riverhead Town Code entitled "Business Improvement District"; and

WHEREAS, a public hearing was held on the 21st day of June, 2005 at 2:15 o'clock p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard; and

NOW THEREFORE BE IT RESOLVED, that a local law to amend Chapter 7 of the Riverhead Town Code entitled "Business Improvement District" be and is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached notice of adoption once in the Traveler Watchman, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the same to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Business Improvement District Management Association; the Receiver of Taxes; the Board of Assessors and the Town Attorney.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law to amend Chapter 7 of the Riverhead Town Code entitled "Business Improvement District" at its regular meeting held on July 6, 2005.

A copy of the entire text of the amendment may be reviewed at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

Dated: Riverhead, New York
July 6, 2005

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

BARBARA GRATTAN, Town Clerk

CHAPTER 7

BUSINESS IMPROVEMENT DISTRICT

ARTICLE I, Applicability

§ 7-1. Applicability of statutory provisions.

The provisions of Article 19-A of the General Municipal Law are hereby applicable to the establishment or extension of a Business Improvement District in the Town of Riverhead.

ARTICLE II, Establishment of District

§ 7-2. Establishment; ~~properties defined.~~ Boundaries of district.

The Riverhead Business Improvement District shall be and is hereby established in the Town of Riverhead, the Town Board's having found that the establishment of the district is in the public interest, that all notices, mailing and hearing requirements have been complied with, that all properties within the district will benefit from the establishment and that all properties benefited are included within the boundaries of the district. ~~The included properties defining the district are as follows:~~

District 0600

| Section | Block | Lot | Status |
|---------|-------|------|--------|
| 127 | 02 | 34.0 | |
| | 04 | 29.0 | Exempt |
| | | 30.0 | |
| | | 32.1 | |
| | | 32.2 | |
| | | 33.0 | Exempt |
| | 05 | 22.0 | Exempt |
| | | 23.0 | |
| | | 24.1 | |
| | | 25.1 | |
| | | 26.0 | |
| | 07 | 14.0 | Exempt |
| | | 15.0 | |
| | | 16.0 | |
| | | 17.0 | |
| | | 20.1 | |
| 128 | 03 | 1.0 | |
| | | 3.0 | |
| | | 4.0 | |
| | | 5.0 | |
| | | 6.0 | |
| | | 7.0 | |

~~8.0~~
~~9.0~~
~~10.0~~
~~11.0 Exempt~~
~~12.1~~
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The boundaries of said district are hereby established as shown on the map entitled "BID Map, Town of Riverhead, Suffolk County, New York," as last amended February 4, 2005, which map is hereby made a part of this chapter, and all notations, references and other things shown thereon shall be as much a part of this chapter as if fully described herein. Where uncertainty exists with respect to the boundaries of the aforesaid district as shown on the BID Map, the following rules shall apply:

A. Where the district boundaries are indicated as approximately following the center lines of streets or highways, street lines or highway right-of-way lines, such center lines, street lines or highway right-of-way lines shall be constructed to be such boundaries.

B. Where the district boundaries are so indicated that they approximately follow lot lines, such lot lines shall be construed to be said boundaries.

C. Where the district boundaries are so indicated that they are approximately parallel to the center lines or street lines of streets or to the center lines or right-of-way lines of highways, such district boundaries shall be construed as being parallel thereto and at such distance therefrom as indicated on the BID Map. If no distance is given, such dimension shall be determined by the use of the scale shown on said BID Map.

D. Where the boundary of the district follows a railroad line, such boundary shall be deemed to be located midway between the main tract of said railroad line.

E. Where the boundary of the district follows a stream, lake or other body of water, said boundary line shall be deemed to be at the limit of the jurisdiction of the Town of Riverhead unless otherwise indicated.

§ 7-3. Improvements and services.

The construction improvements and provisions of services within the district shall be pursuant to such district plan of the Riverhead Business Improvement District. All said services shall be in addition to, and not a substitution for, required municipal services provided by the Town of Riverhead on a town-wide basis.

§ 7-4. Exemptions. All properties within the Business Improvement District shall be deemed benefited by the District and thus shall be taxed. Any property seeking exemption from taxation as allowed under Real Property Tax Law or by virtue of being a primary residence with no business income derived therefrom must be certified exempt by the Business Improvement District Management Corporation on or before March 1 of the year for which the Assessor is taxing.

§ 7-4§ 7-5. Controlling provisions.

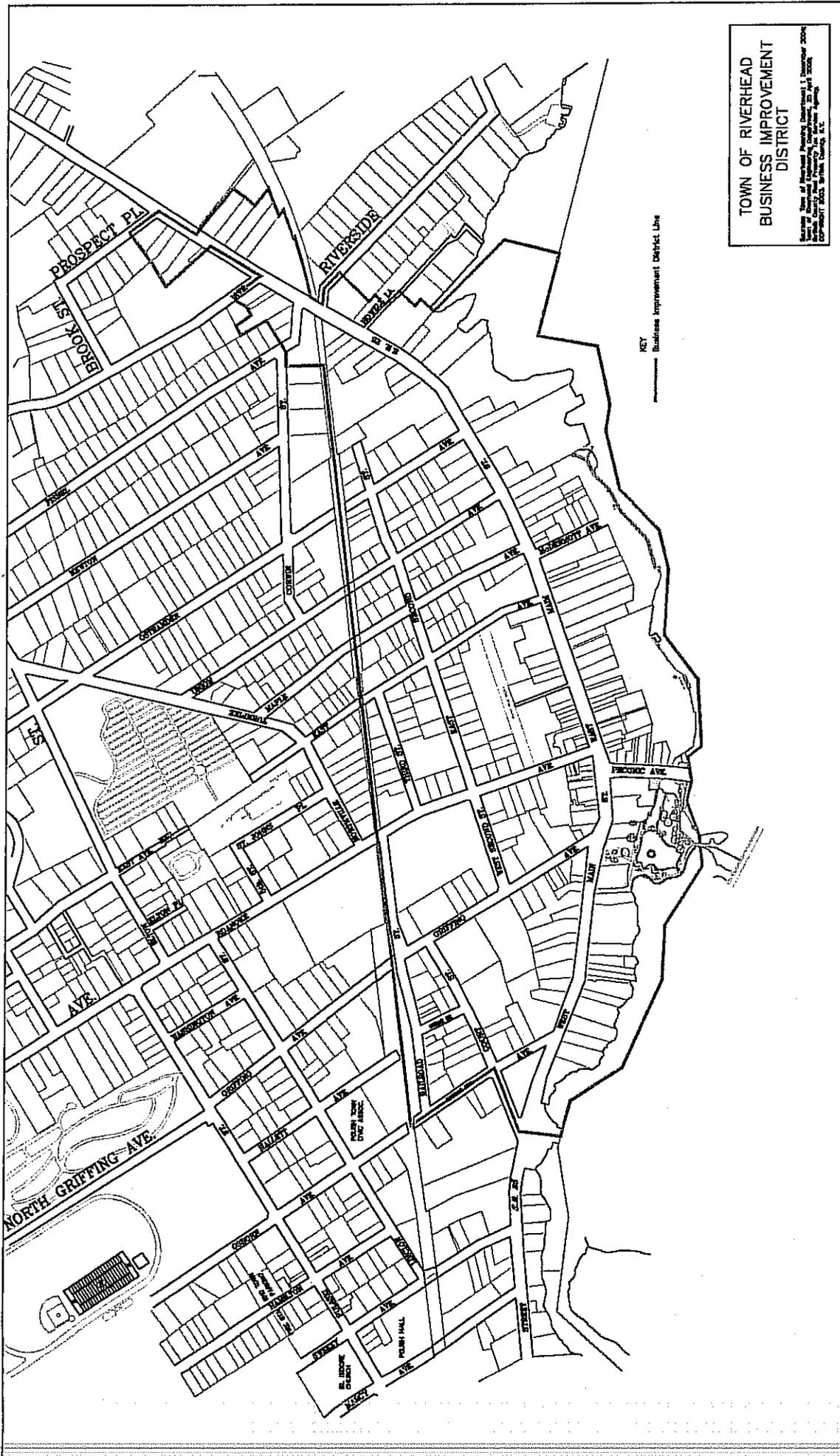
To the extent not otherwise explicitly provided herein, the provisions set forth in Article 19-A of the General Municipal Law shall govern the operation of the Business Improvement District and the District Management Association in the Town. Insofar as the provisions of this Article are inconsistent with the provisions of any other local law or act, the provisions of this Article shall be controlling.

§ 7-5§ 7-6. Amendment procedure.

Any amendments to the Business Improvement District or to the Business Improvement District Plan shall be made in accordance with the provisions set forth in § 980-i of Article 19-A of the General Municipal Law.

* Underline represents addition(s)

* Overstrike represents deletion(s)



07/06/05

Adopted

TOWN OF RIVERHEAD

Resolution # 629

ADOPTS A LOCAL LAW TO AMEND CHAPTER 108 OF THE RIVERHEAD TOWN CODE ENTITLED "Zoning" (ARTICLE XXI, Business CR District (Rural Neighborhood Business))

COUNCILWOMAN BLASS

_____ offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK _____ :

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to amend Chapter 108 of the Riverhead Town Code entitled, "Zoning" (ARTICLE XXI, Business CR District (Rural Neighborhood Business)); and

WHEREAS, a public hearing was held on the 7th day of June, 2005 at 7:25 o'clock p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard; and

WHEREAS, the proposed local law was referred to the Suffolk County Planning Commission in accordance with General Municipal Law §239-m;

NOW THEREFORE BE IT RESOLVED, that the proposed Local Law is a Type I action pursuant to 6 NYCRR §617.4(b)(2) but that no further State Environmental Quality Review compliance is required because the adoption of the subject Local Law is being carried out in conformance with the conditions and thresholds established for such action in the Generic Environmental Impact Statement prepared and accepted for the Town of Riverhead Comprehensive Plan and its Findings Statement on November 3, 2003; and be it further

RESOLVED, that a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached notice of adoption once in the Traveler Watchman, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the same to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Building Department; the Planning Board; the Planning Department; the Architectural Review Board and the Town Attorney.

Y:\Chris Coverdale\Legislation\Riverhead Code\Zoning 108\Comprehensive Plan Zoning District Changes\Article XXI Business CR adoption.doc

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|----------|---|-----------------------------|-----------|---|-----------------------------|
| Bartunek | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no | Sanders | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| Blass | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no | Densieski | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| | | | Cardinale | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |

THE RESOLUTION ~~WAS~~ WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law to amend chapter 108 of the Riverhead Town Code entitled "Zoning" (ARTICLE XXI, Business CR District (Rural Neighborhood Business)) at its regular meeting held on July 6, 2005.

A copy of the entire text of the amendment may be reviewed at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

Dated: Riverhead, New York
July 6, 2005

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

BARBARA GRATTAN, Town Clerk

CHAPTER 108

ZONING

~~ARTICLE XXI, Business-CR District (Rural Neighborhood Business)~~

~~§ 108-110. Purpose.~~

~~It is the purpose of this Article to provide for limited commercial activity adjacent to residential areas and to thereby achieve both aesthetic quality and an open, campus style in development. For the purposes of this Article, "campus style" shall be that which exhibits an organized setting of architecturally related buildings of modest scale, (an) internal courtyard(s) and extensive landscaping, with trees throughout the site. The campus style shall be achieved through the linkage of maximum building areas to site square footage and through the landscaping of front, rear and side yards, and parking areas.~~

~~§ 108-110.1. Uses.~~

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

~~A. — Permitted uses.~~

~~(1) — Fully enclosed stores for the retail sale of consumer merchandise. This shall include establishments where products are made and sold on the premises, including but not limited to a bakery, ice cream shop or confectionary shop. Retail uses are permitted, provided that no fabrication, manufacture, conversion, alteration, finish work or assembly shall be permitted therein, except such as may be incidental to any retail sale or personal service use, provided that said incidental operation meets all applicable environmental criteria of the Town of Riverhead, Suffolk County and the State of New York.~~

~~(2) — Fully enclosed personal service establishments, including but not limited to a barbershop, beauty shop, shoe repair shop, travel agency and similar uses where such services are provided on the premises.~~

~~(3) — Banks.~~

~~(4) — Professional studios or performing arts studios such as those for dance, music, arts and/or crafts, radio and/or television broadcasting and recording, provided that no freestanding antennas are constructed so as to exceed a total height of 35 feet.~~

~~(5) — Professional offices are specially permitted in the Business PB-District.~~

~~(6) — Community center or offices or meeting rooms for philanthropic, fraternal, social, educational or membership organizations.~~

~~(7) — Mixed-use buildings containing and combining office, banking, retail, personal service uses and/or residential uses, subject to the condition that no fabrication, manufacture, conversion, alteration, finish work or assembly shall be permitted therein.~~

~~(8) — Restaurants, excluding outdoor counter service or drive-ins or curb establishments. Such a prohibition shall not prevent service at tables on a covered or~~

~~uncovered terrace, patio or porch incidental to a permitted restaurant. Restaurants with live entertainment shall require a special permit for said entertainment.~~

~~(9) — Park, playground or recreational area operated by the Town of Riverhead.~~

~~(10) — Dry cleaning and hand laundry establishments.~~

~~(11) — The retail sale and accessory storage and display of garden materials, plants, flowers and supplies, including nursery type operations, provided that the outdoor storage or display of plant materials does not obstruct the flow of pedestrian or vehicular traffic and does not occur in any required yard, parking area or area intended for customer access. Any storage and/or display must be indicated on the approved site plan, or a revised site plan shall be required.~~

~~(12) — A library, museum or art gallery.~~

~~(13) — A place of worship.~~

~~(14) — Public utility structures and utility rights of way, excluding garages and/or storage yards.~~

~~(15) — Telephone exchanges.~~

~~(16) — A bus passenger shelter.~~

~~(17) — A country inn.~~

~~B. — Special permit uses. Approval is required of the Town Board for the special permit uses heretofore set forth:~~

~~(1) — Funeral homes or undertaking establishments.~~

~~(2) — Recreational uses.~~

~~(3) — Offices for telecommunications services or computer software publication/duplication.~~

~~(4) — Rolling or sliding security type grilles, subject to the submission and Town Board approval of an elevation drawing, to scale, clearly indicating the type and location of such device. Rolling or sliding security doors are prohibited.~~

~~(5) — Day care centers or nursery schools.~~

~~(6) — Bed and breakfast, by special permit of the Town Board.~~

~~C. — Accessory uses:~~

~~(1) — Accessory uses shall include those uses customarily incidental to any of the above permitted uses when located on the same lot.~~

~~(a) — Garages for the storage only of commercial vehicles used for the delivery of goods purchased within the principal building or for the storage of cleaning and snow removal equipment and materials for the parking area used in connection with the principal use(s) and only on that site.~~

~~(b) — Drive up window(s) to a bank. Each drive up shall have not less than 100 feet of queuing reservoir space clear of the public right of way for each drive up window.~~

~~(2) — Specifically required accessory uses shall include:~~

~~(a) — Off street parking areas for private passenger vehicles of visitors, shoppers and employees of the principal use but not for the storage of used or new vehicles for sale or hire.~~

~~(b) — Off street loading areas for the delivery of goods to and from the principal use(s).~~

~~(c) — Trash receptacles, dumpsters and/or compactors, completely and attractively screened.~~

~~D. — Specifically prohibited uses shall include:~~

(1) — An automobile sales lot; motor vehicle salesroom; public or private garage; or storage warehouse or wholesale establishment.

(a) — Any vending machine or amusement device located outside of any structure. This prohibition does not apply to electronic funds transfer facility substations.

(b) — Any display, storage or sale of goods, wares or merchandise outside of any structure in any area other than that indicated for such outdoor display, storage or sale on an approved site plan. Such display, storage or sale areas shall not encroach on any landscaped areas, parking areas or areas intended for customer access.

(2) — Flea markets.

§ 108-110.2. General lot, yard and height requirements.

A. — The site plan must demonstrate compliance with § 108-110, Purpose, of this Article.

B. — The minimum lot area shall be 40,000 square feet.

C. — The minimum lot width (frontage) shall be 200 feet.

D. — Maximum building area. Unless otherwise specified, the maximum building area shall be 17%. The maximum building area must conform to the following:

(1) — No building shall have a square footage greater than 4,000 square feet unless the lot size is greater than 94,118 square feet, which lot size would yield four four-thousand-square-foot buildings, or unless the lot size is less than 94,118 square feet, in which case the allowed coverage of one building may be increased by up to 25% or 1,000 square feet, if an additional allowed building (4,000 square feet) is forfeited, and such forfeiture is covenanted to run with the land.

(2) — For lots with areas greater than 94,118 square feet, the additional building square footage shall be applied to the four buildings and/or to additional buildings in a proportion as deemed appropriate during site plan review.

E. — Minimum yards.

(1) — Front. (Street frontage shall determine front yard; corner lots shall be deemed to have two front yards.) For lots up to 200 feet in depth, the front yard shall be 50 feet from the property line at all points, with no encroachment of development at either perimeter which exceeds 50% of the required side yard. Said encroachment, where included, must occur adjacent to the project structure(s) and not on, nor in closer proximity to, the affected property line(s) so as to maintain a landscape buffer between lots. For lots of up to 200 feet in depth, a minimum of 30 feet of the required front yard must remain unoccupied; for every 50 feet in excess of 200 feet in depth, up to 500 feet in depth, the minimum front yard depth must increase by 10 feet. A minimum of 1/2 of each ten-foot increase, in addition to the minimum 30 feet, must be unoccupied area.

(2) — The side yard shall be 25 feet.

(3) — The rear yard shall be 25 feet.

(4) — No building or structure will be permitted in required yards, and no parking will be permitted within 15 feet of any property line.

F. — The maximum height shall be 35 feet.

G. — Sites requiring or utilizing multiple buildings must maintain a minimum combined roadway and sidewalk width between buildings of 35 feet or a courtyard/walkway width of 15 feet.

H. — Any lot in nonconforming residential use or subsequently subdivided to leave a nonconforming residential use as a separate lot must be subdivided so that such residential lot complies with the provisions for yard dimensions required by the Agriculture A Zoning Use District. Any subsequent alterations or expansion of nonconforming residential buildings shall comply with the requirements of the Agricultural A Zoning Use District.

§ 108-110.3. Additional requirements.

A. — Pursuant to Article XXVI, Site Plan Review, of this chapter, a site plan shall be required of all uses.

B. — Screening and buffers must be in accordance with § 108-64.1 of this chapter.

C. — Off street parking and loading must conform to §§ 108-60 and 108-61 of this chapter. The parking requirement shall be one parking space for each 250 square feet of building area. (NOTE: This supersedes the existing parking schedule.)

D. — Pursuant to Article XXVI, signs shall be reviewed at site plan review. No backlit or interior lit, light box type signs are permitted in the Business CR District. All signs and lettering are to be coordinated in size, color(s) and style(s) for all business locations, buildings and storefronts in a project. All signs must conform to § 108-56 of this chapter. In addition, temporary signs, as addressed in § 108-56C(2), shall be further limited as follows:

(1) — They shall not appear more than four times in any given calendar year.

(2) — The area of the window shall be the largest uninterrupted expanse of glass. Such interruptions shall include, but not be limited to, mullions, minions and structural or applied support columns.

(3) — Temporary signs shall not employ the use of fluorescent colors in any material or medium.

E. — Pursuant to Article XXVI, § 108-129B, any activity or use involving grading, clearing, cutting and filling, excavating or tree removal prior to obtaining site plan approval under the provisions therefor shall be in violation of these Articles and fined accordingly.

F. — Pursuant to Article XXVI, §§ 108-129 and 108-132I site plans for the development of properties located in a Business CR District must include an indication of existing woodlands, stand of or individual trees, other instances of unique, indigenous and/or significant vegetation, or other natural features, so as to ensure their preservation and thereby retain an open space environment which enhances the indigenous rural character of the Town. In addition, the following provisions shall be applicable in the Business CR District:

(1) — A landscaped front yard of a minimum of 30 feet, measured from the property line, shall be provided using existing trees and shrubs, and imported trees and shrubs as necessary, particularly those species that are indigenous in character to the site and environs. A minimum of one specie of tree employed must be one which will obtain a mature height of not less than the height of the structure(s). Plantings should be so designed as to include at least two varieties of trees and/or shrubs which will exhibit color during the spring, summer and fall seasons. Evergreens should be included to provide said color in winter.

~~(2) — Unless specifically waived by the Town Board, perimeter screen plantings along line(s) of property which do not front major roadway(s) shall be provided. Said plantings shall be at least 10 feet in total width, which will attain, and which shall be maintained to a height of not less than eight feet to provide an effective natural screen.~~

~~(3) — Pursuant to § 108-64.1D, where parking areas of 10,000 square feet or greater are involved, trees and shrubbery shall be required to visually divide the asphalt areas and to screen them from the developed section(s) of the site, neighboring residential areas and proximate roadways. Said divisions and plantings must adhere to § 108-64.1, as well as to Subsection F(1) herein.~~

~~(4) — All portions of the site not used for buildings, parking areas and accessways shall be left in their natural state or otherwise suitably landscaped.~~

~~(5) — All landscaped areas shall be provided with a system of irrigation appropriate to and capable of complete coverage of the areas and designed to minimize runoff and other wasting of water. Such system shall be maintained in a fully operational condition.~~

~~(6) — Any ground cover shall be planted in such a way as to result in coverage of the area within one year.~~

~~G. — Existing structures. The Town Board, pursuant to the terms of this Article, § 108-3 and the standards set forth in § 108-76B, may issue a special permit for the reconstruction, renovation or occupancy of existing structures situate in the Business CR District. In granting such special permit for reconstruction, renovation or occupancy of an existing structure, the Town Board may, upon proper findings of fact, include in the special permit variances to the zoning use district and parking schedules.~~

~~H. — Hours of operation of retail business establishments. As used herein, a "retail business establishment" shall mean and include a retail store or shop or other business establishment in which goods, wares, foods, commodities, articles or products are sold at retail, except that a "retail business establishment" shall not be construed to include any business establishment licensed to sell alcoholic beverages at retail for on-premises consumption. No retail business establishment shall remain open for business during the five-hour period between 12:00 midnight and 5:00 a.m. Every retail business establishment shall be closed to the public during the aforementioned five-hour period, and business with the public therein is prohibited after the hour of 12:00 midnight and before the hour of 5:00 a.m. of every day.~~

~~§ 108-110.4. Development standards.~~

~~The following development standards, §§ 108-110.4 through 108-110.7, inclusive, shall apply to all CR development under this Article within the Wading River Hamlet only:~~

~~A. — Lot area. The minimum lot area shall be 80,000 square feet.~~

~~B. — Lot width. The minimum lot width (frontage) shall be 200 feet.~~

~~C. — Building area. The maximum building area shall be 20%.~~

~~D. — Yards.~~

~~(1) — Front. The minimum front yard shall be 30 feet for buildings and structures. No parking shall be located within 40 feet of the front street line.~~

~~(2) — Side. There shall be no side yard requirement.~~

~~(3) — Rear. The minimum rear yard shall be 10 feet.~~

~~E. — Height. The maximum height of buildings and structures shall be 35 feet.~~

~~F. — Parking. Parking to be provided is one space per 250 square feet of building.~~

~~§ 108-110.5. Landscaping, screening and buffering.~~

~~A. — Screening and buffering. The screening and buffering requirements of § 108-64.1 shall not apply in the Business CR District.~~

~~B. — Preservation of existing vegetation. Site plans for the development of property located in a Business CR District shall include an indication of existing mature trees and other instances of unique, indigenous and/or significant vegetation or other natural features, so as to ensure their preservation and thereby retain an open space environment which enhances the character of the Town.~~

~~C. — Front yard. The following front yard requirements do not apply to frontages on the service road:~~

~~(1) — The required front yard shall provide an informally landscaped buffer to a depth of 24 feet from the front street line.~~

~~(2) — Large canopy trees, which will obtain a mature height of 60 to 80 feet, shall be located informally within the landscaped buffer.~~

~~(3) — Large canopy trees, which will obtain a mature height of 60 to 80 feet, shall be grouped with smaller species which will obtain a mature height of 10 to 30 feet in denser configurations, when the front yard setback adjoins a parking area.~~

~~(4) — The intensity of landscaping shall modulate between denser vegetation screening parking areas and open vegetation providing visibility of buildings and structures.~~

~~D. — Parking areas.~~

~~(1) — The visual impact of parking areas shall be softened by screening of all parking areas from street view, by interrupting continuous rows of parking spaces with planting and by creating planted canopies over parking areas.~~

~~(2) — Parking areas of 15 spaces or more shall be provided with internal landscaping covering not less than 10% of the total area of the parking area.~~

~~(3) — Landscaping shall be reasonably dispersed throughout the parking area. Primary landscape materials shall be shade trees. Secondary materials may include shrubs and ground cover, which shall compliment the tree planting.~~

~~E. — Rear yard screen. A continuous screen of plantings shall be evergreen shrubs which will attain and shall be maintained to a height of not less than eight feet and shall be provided within the rear yard along the lot boundary.~~

~~F. — Service and access road landscaping. A continuous landscaped area of a minimum of four feet in width shall be provided along all service and access roads within the property.~~

~~§ 108-110.6. Access and circulation.~~

~~A. — Service road. Where applicable, properties shall provide a fifty foot easement for the construction of a service access road as indicated on the Town Official Map. The easement should include a four foot pedestrian walk on at least one side. Such easement shall be located between 150 and 350 feet from the front building line.~~

~~B. — Cross easements. Where no service road is indicated on the Town Zoning Map, cross easements shall be provided between adjoining properties.~~

~~C. — Access easements. Access shall be provided whenever possible through shared easements along the property lines between adjoining properties. The location and~~

configuration of these easements are subject to site plan review and Planning Board review.

D. ~~Curb cuts. Curb cuts shall be limited in number to one curb cut per 200 feet of road frontage. For properties with less than 200 feet of road frontage, access shall be provided from adjoining lots or from the service road provided according to the provisions of Subsection A above.~~

E. ~~Pedestrian walk. A pedestrian walk shall be provided in the front yard setback along a main public street, a minimum of six feet in width, not closer than 18 feet from the front street line. The pedestrian walk so provided shall be of uniform color, material and finish throughout the setback area.~~

§ 108-110.7. Signage.

All signs should be carefully integrated with the site, building design and surrounding context to create a harmonious appearance for the Wading River commercial area. The following principles should guide the design of signage:

A. ~~Signs should be located for safety so as not to block driveway views of oncoming traffic.~~

B. ~~Signage types may include freestanding single poles with hanging signs, double poles with attached signs or wall signs.~~

C. ~~Recommended materials for signposts are wood or black metal. Signage should be of wood or a nonreflective metal material.~~

D. ~~Signage illumination should be limited to projected light onto the sign. This illumination source should be fully shielded.~~

E. ~~One sign is permitted for properties with 250 feet or less of street frontage. One additional sign is permitted for properties with over 250 feet of street frontage. Properties with more than one commercial establishment should consolidate their signs into a single common freestanding sign panel.~~

F. ~~Maximum size and dimensions for freestanding signs:~~

(1) ~~Twenty five square feet limit per face.~~

(2) ~~Ten foot height limit (preferable, eight foot).~~

G. ~~Maximum size location and dimensions for commercial wall signs:~~

(1) ~~Total area of all signs on a building elevation shall not exceed 10% of the elevation's area.~~

(2) ~~Location limited to fascia band above the store window; on vertical fascia of any sunscreen or awning; and on the window of the store.~~

(3) ~~Signage should be combined with lightposts whenever possible.~~

H. ~~Prohibited items shall include: product advertisement outside of any retail space; signs mounted above the roofline of any structure; internally illuminated plastic signage; and signs placed in or attached to windows.~~

* Underline represents addition(s)

* Overstrike represents deletion(s)

7/6/05

Adopted

TOWN OF RIVERHEAD

Resolution # 629A

ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED, "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE (101-18)

COUNCILWOMAN SANDERS offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider an amendment to Chapter 101 entitled, "Vehicles and Traffic" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 21st day of June, 2005 at 2:40 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law to consider an amendment to Chapter 101 entitled, "Vehicles and Traffic" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish the attached notice of adoption once in the Traveler Watchman newspaper and to post same on the signboard at Town Hall; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Traffic Safety Committee; Councilperson George Bartunek; the Riverhead Police Department; the Highway Department; the Riverhead Recreation Department; Kenneth Testa, P.E.; and the Office of the Town Attorney.

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law to amend Chapter 101 entitled, "Vehicles and Traffic" of the Riverhead Town Code at its regular meeting held on July 6, 2005 as follows:

§ 101-18. Seasonal parking prohibited.

A. Notwithstanding § 101-12 and subject to § 101-10, the parking of vehicles is hereby prohibited annually from May 15 through September 15 upon the following described streets or portions thereof, except for vehicles of Riverhead residents displaying a valid resident parking permit pursuant to § 48-13:

| Street | Side | Location |
|------------------|-------------|--|
| Center Street | West | Beginning at the south side of the Second Street intersection and thence southerly to the northerly side of Front Street at the Front Street intersection with Center Street |
| Front Street | South | The entire southerly side of Front Street to the westerly intersection of Green Street |
| Green Street | West | Beginning at the south side of Second Street intersection and running thence southerly to the northerly side of the intersection with Front Street |
| <u>Park Road</u> | <u>East</u> | <u>Beginning at 150 feet from the northern terminus of Longview Drive and Park Road to its terminus at Reeves Beach parking area</u> |
| Point Street | West | Beginning at the south side of the Second Street intersection and thence southerly to the southerly terminus of Point Street |

| | | |
|------------------------|-------------|--|
| <u>Seabreeze Drive</u> | <u>East</u> | <u>Beginning from Crows Nest Drive running southerly to Hornpipe Drive</u> |
| South Jamesport Avenue | West | Beginning at the south side of the Second Street intersection and thence southerly to the southerly terminus of South Jamesport Avenue |
| West Street | West | Beginning at the south side of the Second Street intersection and thence southerly to the southerly terminus of West Street |
| Willow Street | West | Beginning at the south side of the Second Street intersection and thence southerly to the southerly terminus of Willow Street |

Dated: Riverhead, New York
July 6, 2005

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

BARBARA GRATTAN, Town Clerk

THE VOTE

Bartunek yes ___ no Sanders' yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

JULY 6, 2005

Adopted

TOWN OF RIVERHEAD

APPROVES STIPULATION OF SETTLEMENT

RESOLUTION # 630

COUNCILMAN DENSIESKI

_____ offered the following resolution,

which was seconded by _____ COUNCILWOMAN SANDERS

WHEREAS, a stipulation of settlement dated June 24, 2005 has been conditionally agreed to by the CSEA and the Town.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby ratifies the 6/24/2005 disciplinary stipulation of settlement; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the President of the CSEA.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

7/6/05

Adopted

TOWN OF RIVERHEAD

Resolution # 631

RATIFIES THE
APPOINTMENT OF A BEACH ATTENDANT / CONCESSION STAND
OPERATOR II
TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILWOMAN SANDERS offered the following resolution,
which was seconded by COUNCILMAN DENSIESKI

RESOLVED, that the Richard Kornafel appointment is hereby ratified to serve as a Beach Attendant/ Concession Stand Operator II effective July 1st, 2005 to and including September 5th, 2005, to be paid at the rate of \$9.00 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 this Resolution to the Recreation Department and the Office of Accounting.

1

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

¹ Rec. Doris/ Res Beach Attnd. Concess Richard Kornafel

JULY 6, 2005

Adopted

TOWN OF RIVERHEAD

ACCEPTS RESIGNATION OF PART TIME HOMEMAKER

RESOLUTION # 632

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

WHEREAS, Judith DePhillips has notified the Senior Citizens Program Director of her resignation from the position of Part Time Homemaker effective June 14, 2005.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Judith DePhillips.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to forward a certified copy of this Resolution to Judith DePhillips, the Nutrition Department and the office of Accounting.

THE VOTE

| | |
|---|---|
| Bartunek <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Sanders <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Blass <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Densieski <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Cardinale <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |

JULY 6, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 633

RATIFIES APPOINTMENT OF PART TIME HOMEMAKER
IN THE NUTRITION DEPARTMENT

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

WHEREAS, due to the vacancy in the Nutrition Department for the position of Part Time Homemaker; and

WHEREAS, this position was duly posted (posting #10); and

WHEREAS, it is the recommendation of the Personnel Committee that Helen Ostop be appointed to said position.

NOW, THEREFORE, BE IT RESOLVED, that effective June 28, 2005 the Town Board hereby ratify the appointment of Helen Ostop to the position of Part Time Homemaker in the Nutrition Department at an hourly rate of \$ 11.5741.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Helen Ostop, the Nutrition Department and the Office of Accounting.

THE VOTE

Bartunek Yes No Sanders Yes No
Blass Yes No Densieski Yes No
Cardinale Yes No

July 6, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 634

RATIFY APPOINTMENT OF STUDENT INTERN
IN THE NUTRITION DEPARTMENT

COUNCILWOMAN SANDERS offered the following
resolution, which was seconded by COUNCILWOMAN BLASS

WHEREAS, it is beneficial to the Town to hire student interns to work cooperatively with individual Departments during the summer months; and

WHEREAS, it is the desire of the Nutrition Department to have a student intern appointed to work during the summer months to complete various annual projects; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby ratify the appointment of Tianna Vassallo to the position of Student Intern in the Nutrition Department at the hourly rate of pay of \$10.00 per hour effective July 5, 2005 ending September 2, 2005.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Tianna Vassallo, the Nutrition Department and the Office of Accounting.

THE VOTE

| | |
|---|---|
| Bartunek <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Sanders <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Blass <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Densieski <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Cardinale <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |

7/6/05

TOWN OF RIVERHEAD

Adopted

Resolution # 635

RATIFIES THE APPOINTMENT OF
A SCOREKEEPER LEVEL II
TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

RESOLVED, that Elizabeth Ashby is hereby appointed as a Scorekeeper Level II effective, July 5, 2005 to serve as needed on an at will basis to be paid at the rate of \$8.50 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; and

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.¹

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION ~~WAS~~ WAS NOT
THEREFORE DULY ADOPTED

¹ Rec. Colleen/ Resolution. Scorekeeper Level II Elizabeth Ashby

7/6/05

Adopted

TOWN OF RIVERHEAD

Resolution # 636

RATIFIES THE
APPOINTMENT OF A BEACH ATTENDANT / CONCESSION STAND
OPERATOR I
TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILMAN DENSIESKI _____ offered the following resolution,

which was seconded by _____ COUNCILWOMAN SANDERS

RESOLVED, that the Dillon Kix appointment is hereby ratified to serve as a Beach Attendant/ Concession Stand Operator I effective July 1st, 2005 to and including September 5th, 2005, to be paid at the rate of \$8.00 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 this Resolution to the Recreation Department and the Office of Accounting.

1

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

¹ Rec. Doris/ Res Beach Attnd. Concess Dillon Kix

7/6/05

Adopted

TOWN OF RIVERHEAD

Resolution # 637

RATIFIES AN APPOINTMENT OF A LIFEGUARD LEVEL II TO THE RIVERHEAD RECREATION DEPARTMENT

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

RESOLVED, that the Riley Behrens appointment is hereby ratified to serve as a Lifeguard Level II effective June 29th, 2005 to and including September 5, 2005, to be paid at the rate of \$11.50 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):

1. All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.
2. Subject to Suffolk County Lifeguard Certifications.
3. Current CPR Certifications

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.

1

THE VOTE

| | | | | | |
|-----------|---|-----------------------------|-----------|---|-----------------------------|
| Bartunek | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no | Sanders | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| Blass | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no | Densieski | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| Cardinale | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no | | | |

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

July 6th, 2005

Adopted

APPROVES ~~AMENDS~~ SITE PLAN OF TRUE TECH INC.

Town of Riverhead

Resolution # 638

COUNCILMAN BARTUNEK

offered the following

resolution, which was seconded by COUNCILWOMAN BLASS

WHEREAS, by resolution number 708 dated July 3, 2001, the Riverhead Town Board did grant site plan approval to True Tech, Inc. to allow the construction of a 30,000 sq. ft. addition to an existing manufacturing facility, upon real property located at 680 Elton Avenue, Riverhead, New York, known and designated as Suffolk County Tax Map #0600-109-1-18; and

WHEREAS, True Tech Inc. has requested that a modification of said site plan approval be approved by the Riverhead Town Board; and

WHEREAS, the Planning Department has redlined the original site plan to depict those changes desired by the Riverhead Town Board; and

WHEREAS, the Riverhead Town Board has reviewed the amendment aforementioned; and

NOW, THEREFORE BE IT,

RESOLVED, that the Riverhead Town Board does hereby approve the amendment of True Tech, Inc.

BE IT FURTHER

RESOLVED, that copies of this resolution be forwarded to the Town Attorney, Building Department, Planning Department and Daniel N. Kohn, True Tech Inc., 680 Elton Avenue, Riverhead, New York 11901.

THE VOTE

| | | | | | | | | | |
|-----------|-------------------------------------|-----|--------------------------|----|-----------|-------------------------------------|-----|-------------------------------------|----|
| Bartunek | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no | Sanders | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| Blass | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no | Densieski | <input type="checkbox"/> | yes | <input checked="" type="checkbox"/> | no |
| Cardinale | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no | | | | | |

abstain

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

July 6, 2005

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 639

APPROVES SITE PLAN OF SUNKEN POND ESTATES, INC.
MODIFY EXISTING DRIVEWAY ALIGNMENT

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK

WHEREAS, by Resolution #1237, adopted on December 30th, 1999 by the Riverhead Town Board, the Riverhead Town Board did approve the site plan of Sunken Pond Estates, for the construction of condominiums upon real property, located at Middle Road, Riverhead, New York known and designated as Suffolk Tax Map Number 0600-82-3-1.16; and

WHEREAS, Sunken Pond Estates has requested that a modification of said site plan approval be approved by the Riverhead Town Board in order to modify the existing driveway alignment; and

WHEREAS, the Planning Department has reviewed the site plan dated March 9th, 2005, as prepared by Young and Young and has recommended that the Town Board grant such modification; and

WHEREAS, this Town Board has reviewed the modification aforementioned; and

WHEREAS, the site plan fee, as required by Section 108-131 B (3) of the Code of the Town of Riverhead has been received and deposited as per Check Number 2005-8234 of the Office of the Financial Administrator.

NOW, THEREFORE BE IT

RESOLVED, the Town Board of Riverhead does hereby approve the site plan modification of Sunken Pond Estates, Inc., as prepared by Young and Young, L.S., dated March 9th, 2005.

BE IT FURTHER

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Sunken Pond Estates, Inc., attn: Brian Fullerton, PO Box 1442, Riverhead, New York 11901, the Riverhead Planning Department, Building Department, Town Engineer, Assessors' Office and the Office of the Town Attorney.

Planning Department

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

July 6th, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 640

APPROVES SITE PLAN OF HERITAGE PROPERTY INVESTMENT TRUST
NORTH FORK BANK EXPANSION

Councilman Bartunek offered the following resolution,
which was seconded by Councilwoman Sanders :

WHEREAS, a site plan and elevations were submitted by John R. Sorrenti, FAIA for expansion of an existing bank branch and the placement of an ATM upon real property located at 1080 Old Country Road, Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-108-3-18; and

WHEREAS, the Planning Department has reviewed the site plan and elevations dated March 28th, 2005, as prepared by JRS Architect, P.C., and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

WHEREAS, the Town has carefully considered the merits of the site plan application, the SEQRA record to date, the report of the Planning Department, as well as all other relevant Planning, Zoning and Environmental information; and

WHEREAS, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 2005-0419 of the Office of the Financial of the Town of Riverhead; and;

WHEREAS, this Town Board has reviewed the site plan and elevations aforementioned.

NOW, THEREFORE, BE IT

RESOLVED, that in the matter of the site plan application of the Riverhead Town Board hereby declares itself to be the Lead Agency and further determines the Action to be Unlisted pursuant to 6NYCRR Part 617 and that an Environmental Impact Statement need not be prepared.

BE IT FURTHER

BE IT FURTHER

RESOLVED, that the site plan and elevations submitted by John R. Sorrenti, FAIA for expansion of an existing bank and installation of a ATM upon real property located at 1080 Old Country Road, Riverhead, New York, both dated March 28, 2005 as prepared by JRS Architect, Inc., be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan proves and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and

and consents to the Town of Riverhead to enter premises at 1080 Old Country Road, Riverhead, New York, to enforce said handicapped parking regulations;

10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all utilities shall be constructed underground, if feasible;
12. That pursuant to Section 108-1331 of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to, John R. Sorrenti, FAIA, JRS Architect, P.C., 181 East Jericho Turnpike, Mineola, New York 11501-2032, the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

Planning Dept.

THE VOTE

Bartunek ^{absent} yes no Sanders yes no
Blass yes no Densieski yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

DECLARATION AND COVENANTS

THIS DECLARATION, made the _____ day of _____, 2005, made by Heritage Property Investment Trust, Inc., Declarant:

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situate in the Town of Riverhead, Suffolk County, New York, more particularly bounded and described as set forth in SCHEDULE "A" annexed hereto, as provided by Declarant; and

WHEREAS, for and in consideration of the granting of said site plan, the Town Board of the Town of Riverhead has deemed it to be in the best interests of the Town of Riverhead, and the owner and prospective owners of said parcel, that the within covenants and restrictions be imposed on said parcel, and as a condition of granting said site plan and said Town Board has required that the within Declaration be recorded in the Suffolk County Clerk's Office; and

WHEREAS, Declarant has considered the foregoing and determined that same will be in the best interest of the Declarant and subsequent owners of said parcel.

NOW, THEREFORE, THIS DECLARANT WITNESSETH:

That Declarant, for the purpose of carrying out the intentions above expressed, does hereby make known, admit, publish, covenant and agree that the said premises herein described shall hereafter be subject to the following covenants which shall run with the land, and shall be binding upon all purchasers and holders of said premises, their heirs, executors, legal representatives, distributees, successors and assigns, to wit:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
3. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;

4. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled , "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
5. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
6. Parking, paving, and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
8. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Heritage Property Investment Trust, Inc. hereby authorizes and consents to the Town of Riverhead to enter premises at 1080 Old Country Road, Riverhead, New York, to enforce said handicapped parking regulations;
9. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter, and that any planters, planter boxes, window boxes, or other container plantings shall likewise be maintained on a year-round basis;
10. That all utilities shall be constructed underground, if feasible;
11. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall pose a performance bond or other equivalent security. The performance bond or other security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the Town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof;
12. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;

13. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock", as published by the American Association of Nurserymen;
14. That all necessary precautions shall be taken to contain all dust, dirt, and sand within property boundaries. Such precautions may include the application of dust down, watering, or proper screening or other appropriate measures;

Declarant has hereunto set his/her hand and seal the day and year above first written.

Heritage Property Investment
Trust, Inc.,

State of New York, County of Suffolk) ss.:

On the ___ day of _____ in the year 2005, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

July 6th, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 641

APPROVES SITE PLAN OF COUNTY SEAT PLAZA AT RIVERHEAD PHASE

II

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

WHEREAS, a site plan was submitted by the Hampshire Company for site improvements to an existing shopping center (construction of handicapped ramps, cleaning and repair of drainage basins, seal coat existing asphalt parking, re-striping of entire parking area and construction of landscaped areas), located upon real property located at Old Country Road (CR58), Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-18-4-14.5; and

WHEREAS, the Planning Department has reviewed the site plan dated May 2, 2005, as prepared by Bohler Engineering, and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

WHEREAS, the Town Board has carefully considered the merits of the site plan application, the SEQRA record to date, the report of the Planning Department, as well as all other relevant Planning, Zoning and Environmental information; and

WHEREAS, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 2005-0504 of the Office of the Financial Administrator of the Town of Riverhead; and

WHEREAS, this Town Board has reviewed the site plan and elevations aforementioned.

NOW, THEREFORE, BE IT

RESOLVED, that in the matter of the site plan application of the Hampshire Company; the Riverhead Town Board hereby declares itself to be the Lead Agency and further determines the action to be Type II pursuant to 6NYCRR Part 617.

BE IT FURTHER

RESOLVED, that the site plan was submitted by Hampshire Company, for site improvements to an existing shopping center (construction of handicapped ramps, cleaning and repair of drainage basins, seal coat existing asphalt parking, re-stripping of entire parking area), upon real property located at Old Country Road (CR58), Riverhead, New York, site plan dated May 2nd, 2005, as prepared by Bohler Engineering, be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan proves and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Suffolk 87 Associates hereby authorizes and consents to the

Town of Riverhead to enter premises at Old Country Road (CR58), Riverhead, New York, to enforce said handicapped parking regulations;

10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all new utilities shall be constructed underground, if feasible;
12. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;
15. That no building permit shall issue prior to the recording of a cross access easement to the satisfaction of the Town Attorney along those property lines described as north 30 degrees 06 minutes 40 seconds west (285.05') and north 58 degrees 51 minutes 30 seconds east (198.93').
16. That no building permit shall issue prior to the submission of an irrigation plan for landscaped areas to the satisfaction of the Planning Director;
17. That prior to the issuance of a Certificate of Occupancy, a lighting design shall be submitted, approved and installed that identifies the existing outdoor lighting condition and proposes modifications that allow substantial compliance with Article XLV of the Riverhead Zoning Ordinance; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to The Hampshire Company, 86 Maple Avenue, Morristown, New Jersey 07960, the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

New Jersey 07960, the Riverhead Planning Department, Riverhead Building Department,
and the Town Engineer.

Planning Dept.

THE VOTE
Bartunek yes no Sanders yes no
Blass yes no Densieski yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

DECLARATION AND COVENANTS

THIS DECLARATION, made the ____ day of _____, 2005, made by Suffolk 87 Associates, Declarant:

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situate in the Town of Riverhead, Suffolk County, New York, more particularly bounded and described as set forth in SCHEDULE "A" annexed hereto, as provided by Declarant; and

WHEREAS, for and in consideration of the granting of said site plan, the Town Board of the Town of Riverhead has deemed it to be in the best interests of the Town of Riverhead, and the owner and prospective owners of said parcel, that the within covenants and restrictions be imposed on said parcel, and as a condition of granting said site plan and said Town Board has required that the within Declaration be recorded in the Suffolk County Clerk's Office; and

WHEREAS, Declarant has considered the foregoing and determined that same will be in the best interest of the Declarant and subsequent owners of said parcel.

NOW, THEREFORE, THIS DECLARANT WITNESSETH:

That Declarant, for the purpose of carrying out the intentions above expressed, does hereby make known, admit, publish, covenant and agree that the said premises herein described shall hereafter be subject to the following covenants which shall run with the land, and shall be binding upon all purchasers and holders of said premises, their heirs, executors, legal representatives, distributees, successors and assigns, to wit:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
3. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;

4. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled , "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
5. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
6. Parking, paving, and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
8. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Suffolk 87 Associates hereby authorizes and consents to the Town of Riverhead to enter premises at Old Country Road (CR58), Riverhead, New York, to enforce said handicapped parking regulations;
9. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter, and that any planters, planter boxes, window boxes, or other container plantings shall likewise be maintained on a year-round basis;
10. That all new utilities shall be constructed underground; if feasible;
11. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the Town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof;
12. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;

13. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock", as published by the American Association of Nurserymen;
14. That all necessary precautions shall be taken to contain all dust, dirt, and sand within property boundaries. Such precautions may include the application of dust down, watering, or proper screening or other appropriate measures;

Declarant has hereunto set his/her hand and seal the day and year above first written.

SUFFOLK '87 ASSOCIATES

State of New York, County of Suffolk) ss.:

On the ___ day of _____ in the year 2005, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

July 6, 2005

TOWN OF RIVERHEAD

CALVERTON CDA

BUDGET ADJUSTMENT

RESOLUTION # 642

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

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

| | <u>FROM</u> | <u>TO</u> |
|---|-------------|-----------|
| 914.000000.390599 Appropriated Fund Balance | 3,000 | |
| 914.069800.524231 Surveillance Equipment | | 3,000 |

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

JULY 6, 2005

Adopted

TOWN OF RIVERHEAD

2005 HORTON AVE DRAINAGE PROJECT

BUDGET ADOPTION

RESOLUTION # 643

COUNCILMAN DENSIESKI

_____ offered the following resolution,
which was seconded by **COUNCILMAN BARTUNEK**_____

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

| | | <u>FROM</u> | <u>TO</u> |
|-------------------------|----------------------|-------------|-----------|
| 406.095710.494200.40125 | Serial Bond Proceeds | 16,500 | |
| 406.085400.521000.40125 | Land Acquisition | | 16,500 |

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

July 6, 2005

Adopted

TOWN OF RIVERHEAD

TOWN BOARD SPECIAL PROGRAM FUND

BUDGET ADJUSTMENT

RESOLUTION # 644

COUNCILMAN BARTUNEK..

_____ offered the following resolution,

which was seconded by _____ COUNCILWOMAN BLASS _____.

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

| | <u>FROM</u> | <u>TO</u> |
|---|-------------|-----------|
| 024.012200.524217 Television Equipment | 2,000 | |
| 024.012200.543900 Television Consultant | | 2,000 |

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

JULY 6, 2005

Adopted

TOWN OF RIVERHEAD

AUTHORIZES AMENDMENT TO
CAPITAL BUDGET PLAN FOR YEARS 2005-2007

RESOLUTION # 645

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

BE IT, RESOLVED, that the Town Board hereby authorize the Amendment of the Town of Riverhead Capital Project Budget Plan, as attached, for the 2005, 2006 and 2007 fiscal years.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

COMPREHENSIVE THREE YEAR CAPITAL PROJECT BUDGET PLAN

FOR FISCAL YEARS 2005-2007
SUMMARY AMMENDED ON 6/21/05

USES OF FUNDS:

| <u>SCHEDULE</u> | <u>PROJECT</u> | <u>2005 BUDGET</u> | <u>2006 BUDGET</u> | <u>2007 BUDGET</u> |
|-----------------|------------------------|--------------------------------|--------------------------------|--------------------------------|
| 1 | LANDFILL | \$ 10,400,000.00 | \$ 4,470,000.00 | \$ 940,000.00 |
| 2 | FARMLAND | \$ 5,000,000.00 | \$ 10,000,000.00 | \$ 10,000,000.00 |
| 3 | OPEN SPACE | \$ 2,000,000.00 | \$ 3,000,000.00 | \$ 2,200,000.00 |
| 4 | TOWN FACILITY | \$ 200,000.00 | \$ 5,465,000.00 | \$ 5,460,000.00 |
| 5 | PARK IMPR. | \$ 3,455,000.00 | \$ 4,530,000.00 | \$ 1,600,000.00 |
| 6 | PARKING IMPR. | \$ 1,195,000.00 | \$ 1,000,000.00 | \$ 1,450,000.00 |
| 7 | VEHICLE AQUIS. | \$ 390,000.00 | \$ 180,000.00 | \$ 180,000.00 |
| 8 | TOWN INFRASTR. | \$ 50,000.00 | \$ 450,000.00 | \$ 100,000.00 |
| 14 | TECH IMPR. | \$ 175,000.00 | \$ 250,000.00 | \$ 150,000.00 |
| | <u>SUBTOTAL</u> | <u>\$ 22,865,000.00</u> | <u>\$ 29,345,000.00</u> | <u>\$ 22,080,000.00</u> |
| 9 | WATER INFRASTR. | \$ 790,000.00 | \$ 3,975,000.00 | \$ 3,100,000.00 |
| | <u>SUBTOTAL</u> | <u>\$ 790,000.00</u> | <u>\$ 3,975,000.00</u> | <u>\$ 3,100,000.00</u> |
| 10 | RVHD SEWER | \$ 2,030,000.00 | \$ 4,175,000.00 | \$ - |
| | <u>SUBTOTAL</u> | <u>\$ 2,030,000.00</u> | <u>\$ 4,175,000.00</u> | <u>\$ -</u> |
| 11 | CAL. SEWER | \$ 268,000.00 | \$ 1,100,000.00 | \$ 3,200,000.00 |
| | <u>SUBTOTAL</u> | <u>\$ 268,000.00</u> | <u>\$ 1,100,000.00</u> | <u>\$ 3,200,000.00</u> |
| 12 | SCAVENGER | \$ - | \$ 875,000.00 | \$ 875,000.00 |
| | <u>SUBTOTAL</u> | <u>\$ -</u> | <u>\$ 875,000.00</u> | <u>\$ 875,000.00</u> |
| 13 | ROAD IMPR. | \$ 1,000,000.00 | \$ 1,600,000.00 | \$ 800,000.00 |
| | <u>SUBTOTAL</u> | <u>\$ 1,000,000.00</u> | <u>\$ 1,600,000.00</u> | <u>\$ 800,000.00</u> |
| | <u>TOTAL</u> | <u>\$ 26,953,000.00</u> | <u>\$ 41,070,000.00</u> | <u>\$ 30,055,000.00</u> |

Indebt

**COMPREHENSIVE THREE YEAR
CAPITAL PROJECT BUDGET PLAN**

FOR FISCAL YEARS 2005-2007
SUMMARY DRAFT

SOURCES OF FUNDS:

| | <u>2005</u> | <u>2006</u> | <u>2007</u> |
|------------------------|--------------------------------|--------------------------------|--------------------------------|
| <u>SOURCE</u> | <u>BUDGET</u> | <u>BUDGET</u> | <u>BUDGET</u> |
| STATE & FEDERAL GRANTS | \$ 3,725,000.00 | \$ 5,265,000.00 | \$ - |
| CURRENT APPR. | \$ 525,000.00 | \$ 165,000.00 | \$ 50,000.00 |
| DEVELOPER FEES | \$ 3,025,000.00 | \$ 4,925,000.00 | \$ 3,760,000.00 |
| BONDS: | | | |
| GENERAL FUND | \$ 11,110,000.00 | \$ 10,565,000.00 | \$ 7,670,000.00 |
| C.P.F. | \$ 7,000,000.00 | \$ 13,000,000.00 | \$ 12,200,000.00 |
| HIGHWAY | \$ 1,300,000.00 | \$ 1,700,000.00 | \$ 5,900,000.00 |
| PUBLIC PARKING | \$ - | \$ 1,000,000.00 | \$ 1,000,000.00 |
| STREET LIGHTING | \$ 100,000.00 | \$ - | \$ - |
| WATER DISTRICT | \$ - | \$ 2,500,000.00 | \$ 2,100,000.00 |
| RVHD SEWER DIST | \$ - | \$ 575,000.00 | |
| CALV SEWER DIST | \$ 168,000.00 | \$ 500,000.00 | \$ 2,500,000.00 |
| SCAV WASTE DIST | \$ - | \$ 875,000.00 | \$ 875,000.00 |
| <u>TOTAL</u> | <u>\$ 26,953,000.00</u> | <u>\$ 41,070,000.00</u> | <u>\$ 36,055,000.00</u> |

CAPITAL PROJECT BUDGET PLAN

FOR FISCAL YEARS 2005-2007

AMMENDED AS OF 6/21/05

SCHEDULE NO. 1

02 LANDFILL RECLAMATION PROJECT

| <u>YEAR</u> | <u>EXPENDITURES</u> |
|--------------|-------------------------|
| 2005 | \$ 10,400,000.00 |
| 2006 | \$ 4,470,000.00 |
| 2007 | \$ 940,000.00 |
| TOTAL | \$ 15,810,000.00 |

SCHEDULE NO. 2

02 FARMLAND DEVELOPMENT RIGHTS

| <u>YEAR</u> | <u>EXPENDITURES</u> |
|--------------|-------------------------|
| 2005 | \$ 5,000,000.00 |
| 2006 | \$ 10,000,000.00 |
| 2007 | \$ 10,000,000.00 |
| TOTAL | \$ 25,000,000.00 |

SCHEDULE NO. 3

03 OPEN SPACE ACQUISITIONS

| <u>YEAR</u> | <u>EXPENDITURES</u> |
|--------------|------------------------|
| 2005 | \$ 2,000,000.00 |
| 2006 | \$ 3,000,000.00 |
| 2007 | \$ 2,200,000.00 |
| TOTAL | \$ 7,200,000.00 |

SCHEDULE NO. 4

TOWN FACILITY IMPROVEMENTS

| <u>YEAR</u> | <u>EXPENDITURES</u> |
|--------------|-------------------------|
| 2005 | \$ 200,000.00 |
| 2006 | \$ 5,465,000.00 |
| 2007 | \$ 5,460,000.00 |
| TOTAL | \$ 11,125,000.00 |

| | <u>TOTAL</u> | <u>2005</u> | <u>2006</u> | <u>2007</u> |
|---------------------|-------------------------|----------------------|------------------------|------------------------|
| GARAGES (B&G) | \$ 965,000.00 | \$ - | \$ 965,000.00 | |
| REC ADMIN BLDG. | \$ 460,000.00 | \$ - | \$ - | \$ 460,000.00 |
| SALT STORAGE BARN | \$ 200,000.00 | \$ 200,000.00 | \$ - | \$ - |
| TOWN HALL EXPANSION | \$ 9,000,000.00 | \$ - | \$ 4,500,000.00 | \$ 4,500,000.00 |
| AMB. BLDG. EXPAN. | \$ 500,000.00 | \$ - | \$ - | \$ 500,000.00 |
| TOTAL | \$ 11,125,000.00 | \$ 200,000.00 | \$ 5,465,000.00 | \$ 5,460,000.00 |

| SCHEDULE NO. 5 | | | | |
|--|-----------------|------------------------|------------------------|------------------------|
| PARK IMPROVEMENTS | | | | |
| | YEAR | EXPENDITURES | | |
| | 2005 | \$ 3,455,000.00 | | |
| | 2006 | \$ 4,530,000.00 | | |
| | 2007 | \$ 1,600,000.00 | | |
| | TOTAL | \$ 9,585,000.00 | | |
| | | TOTAL | 2005 | 2006 |
| BALLFIELD IMPROVEMENT | \$ 200,000.00 | \$ 50,000.00 | \$ 100,000.00 | \$ 50,000.00 |
| W.R. BOAT RAMP IMPR. | \$ 555,000.00 | \$ 555,000.00 | \$ - | \$ - |
| 03 PECONIC RIVERFRONT | \$ 2,680,000.00 | \$ 1,500,000.00 | \$ 1,180,000.00 | \$ - |
| STOTSKY PARK IMPR (KRUDOP PROPERTY) | \$ 2,000,000.00 | \$ - | \$ 1,000,000.00 | \$ 1,000,000.00 |
| W.R BEACH COMFORT STA | \$ 250,000.00 | \$ - | \$ - | \$ 250,000.00 |
| REEVE'S BEACH COMFORT STATION | \$ 250,000.00 | \$ - | \$ 250,000.00 | \$ - |
| REEVE'S BEACH PARKING IMPR. | \$ 300,000.00 | \$ - | \$ - | \$ 300,000.00 |
| 03 GRANGEBEL PK IMPR | \$ 2,700,000.00 | \$ 1,000,000.00 | \$ 1,700,000.00 | \$ - |
| 03 EPCAL PARK IMPR | \$ 650,000.00 | \$ 350,000.00 | \$ 300,000.00 | \$ - |
| | TOTAL | \$ 9,585,000.00 | \$ 3,455,000.00 | \$ 4,530,000.00 |
| | | | | \$ 1,600,000.00 |
| SCHEDULE NO.6 | | | | |
| PARKING FACILITY IMPROVEMENTS | | | | |
| | YEAR | EXPENDITURES | | |
| | 2005 | \$ 1,195,000.00 | | |
| | 2006 | \$ 1,000,000.00 | | |
| | 2007 | \$ 1,450,000.00 | | |
| | TOTAL | \$ 3,645,000.00 | | |
| | | TOTAL | 2005 | 2006 |
| POLICE/CRT PKG. N. | \$ 350,000.00 | \$ - | \$ - | \$ 350,000.00 |
| | \$ - | \$ - | \$ - | \$ - |
| COURT COMPLEX PKG. | \$ 1,195,000.00 | \$ 1,195,000.00 | \$ - | \$ - |
| DOWNTOWN PKG IMPR | \$ 2,000,000.00 | \$ - | \$ 1,000,000.00 | \$ 1,000,000.00 |
| T.H. PARKING IMPR. | \$ 100,000.00 | \$ - | \$ - | \$ 100,000.00 |
| | TOTAL | \$ 3,645,000.00 | \$ 1,195,000.00 | \$ 1,000,000.00 |
| | | | | \$ 1,450,000.00 |
| SCHEDULE NO.7 | | | | |
| VEHICLE ACQUISITIONS | | | | |
| | YEAR | EXPENDITURES | | |
| | 2005 | \$ 390,000.00 | | |
| | 2006 | \$ 180,000.00 | | |
| | 2007 | \$ 180,000.00 | | |
| | TOTAL | \$ 750,000.00 | | |
| | | TOTAL | 2005 | 2006 |
| HYWY SNOW PLOWS | \$ 300,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 |
| B&G TRUCKS | \$ 210,000.00 | \$ 50,000.00 | \$ 80,000.00 | \$ 80,000.00 |
| SL BUCKET TRUCK | \$ 100,000.00 | \$ 100,000.00 | \$ - | \$ - |
| 2005 AMBULANCE | \$ 140,000.00 | \$ 140,000.00 | \$ - | \$ - |
| | TOTAL | \$ 750,000.00 | \$ 390,000.00 | \$ 180,000.00 |
| | | | | \$ 180,000.00 |

| SCHEDULE NO.8 | | | | |
|--|--------------|------------------------|----------------------|------------------------|
| TOWN INFRASTRUCTURE IMPROVEMENTS | | | | |
| | YEAR | EXPENDITURES | | |
| | 2005 | \$ 50,000.00 | | |
| | 2006 | \$ 450,000.00 | | |
| | 2007 | \$ 100,000.00 | | |
| | TOTAL | \$ 600,000.00 | | |
| | | TOTAL | 2005 | 2006 |
| PT SOURCE DISCHARGE | \$ | 350,000.00 | \$ - | \$ 350,000.00 |
| | \$ | - | \$ - | \$ - |
| DRAINAGE IMPR. | \$ | 250,000.00 | \$ 50,000.00 | \$ 100,000.00 |
| TOTAL | \$ | 600,000.00 | \$ 50,000.00 | \$ 450,000.00 |
| SCHEDULE NO.9 | | | | |
| WATER DISTRICT INFRASTRUCTURE IMPROVEMENTS | | | | |
| | YEAR | EXPENDITURES | | |
| | 2005 | \$ 790,000.00 | | |
| | 2006 | \$ 3,975,000.00 | | |
| | 2007 | \$ 3,100,000.00 | | |
| | TOTAL | \$ 7,865,000.00 | | |
| | | TOTAL | 2005 | 2006 |
| WELL#2 IMPROVEMENT | \$ | 800,000.00 | \$ - | \$ 800,000.00 |
| EPCAL WATER EXT | \$ | 40,000.00 | \$ 40,000.00 | \$ - |
| FUTURE WELL 11-2 | \$ | 250,000.00 | \$ 250,000.00 | \$ - |
| DUAL WELLS | \$ | 1,800,000.00 | \$ 150,000.00 | \$ 1,000,000.00 |
| ELEVATED TANK | \$ | 2,500,000.00 | \$ - | \$ 500,000.00 |
| REPAINT TANK #9 | \$ | 450,000.00 | \$ - | \$ 450,000.00 |
| REPAINT TANK #8 | \$ | 350,000.00 | \$ 350,000.00 | \$ - |
| MISC. TRANS MAIN IMPR | \$ | 500,000.00 | \$ - | \$ 500,000.00 |
| CONTROL SYSTEM | \$ | 450,000.00 | \$ - | \$ - |
| GARAGE | \$ | 725,000.00 | \$ - | \$ 725,000.00 |
| TOTAL | \$ | 7,865,000.00 | \$ 790,000.00 | \$ 3,975,000.00 |

| SCHEDULE NO.10 | | | | | |
|---|-----------------|------------------------|------------------------|------------------------|----------------------|
| RVHD SEWER DISTRICT INFRASTRUCTURE IMPROVEMENTS | | | | | |
| | <u>YEAR</u> | <u>EXPENDITURES</u> | | | |
| | 2005 | \$ 2,030,000.00 | | | |
| | 2006 | \$ 4,175,000.00 | | | |
| | 2007 | \$ - | | | |
| | TOTAL | \$ 6,205,000.00 | | | |
| | | TOTAL | 2005 | 2006 | 2007 |
| 03 MIDDLE RD PUMP ST | \$ - | \$ - | \$ - | \$ - | \$ - |
| 03 CRANBERRY ST P.S. | \$ 1,530,000.00 | \$ 1,530,000.00 | \$ - | \$ - | \$ - |
| 03 PILOT IRRIGATION | \$ - | \$ - | \$ - | \$ - | \$ - |
| EFFLUENT IRRIGATION | \$ 4,100,000.00 | \$ 500,000.00 | \$ 3,600,000.00 | \$ - | \$ - |
| GARAGE | \$ 575,000.00 | \$ - | \$ 575,000.00 | \$ - | \$ - |
| | TOTAL | \$ 6,205,000.00 | \$ 2,030,000.00 | \$ 4,175,000.00 | \$ - |
| SCHEDULE NO.11 | | | | | |
| CALVERTON SEWER DISTRICT INFRASTRUCTURE IMPROVEMENTS | | | | | |
| | <u>YEAR</u> | <u>EXPENDITURES</u> | | | |
| | 2005 | \$ 768,000.00 | | | |
| | 2006 | \$ 3,100,000.00 | | | |
| | 2007 | \$ 700,000.00 | | | |
| | TOTAL | \$ 4,568,000.00 | | | |
| | | TOTAL | 2005 | 2006 | 2007 |
| SEWER PLANT | \$ 3,000,000.00 | \$ 500,000.00 | \$ 2,500,000.00 | \$ - | \$ - |
| SEWER EVALUATION | | | | | |
| PHASE II | \$ 68,000.00 | \$ 68,000.00 | | | |
| EPCAL SEWER EXT. | \$ 1,400,000.00 | \$ 100,000.00 | \$ 600,000.00 | \$ 700,000.00 | \$ - |
| 03 INTERIM PLANT IMPR | \$ 100,000.00 | \$ 100,000.00 | \$ - | \$ - | \$ - |
| | TOTAL | \$ 4,568,000.00 | \$ 768,000.00 | \$ 3,100,000.00 | \$ 700,000.00 |

| SCHEDULE NO.12 | | | | |
|---|------------------------|------------------------|------------------------|----------------------|
| SCAVENGER DISTRICT INFRASTRUCTURE IMPROVEMENTS | | | | |
| | YEAR | EXPENDITURES | | |
| | 2005 | \$ - | | |
| | 2006 | \$ 875,000.00 | | |
| | 2007 | \$ 875,000.00 | | |
| | TOTAL | \$ 1,750,000.00 | | |
| | | TOTAL | 2005 | 2006 |
| 03 PLANT UPGRADE | \$ - | \$ - | \$ - | \$ - |
| DIGESTER UPGRADE | \$ 1,750,000.00 | \$ - | \$ 875,000.00 | \$ 875,000.00 |
| TOTAL | \$ 1,750,000.00 | \$ - | \$ 875,000.00 | \$ 875,000.00 |
| SCHEDULE NO.13 | | | | |
| TOWN ROAD IMPROVEMENT PROGRAM | | | | |
| | YEAR | EXPENDITURES | | |
| | 2005 | \$ 1,000,000.00 | | |
| | 2006 | \$ 1,600,000.00 | | |
| | 2007 | \$ 800,000.00 | | |
| | TOTAL | \$ 3,400,000.00 | | |
| | | TOTAL | 2005 | 2006 |
| REALIGN EDWARDS AVE | \$ 300,000.00 | \$ - | \$ - | \$ 300,000.00 |
| REALIGN PULASKI ST | \$ 1,100,000.00 | \$ - | \$ 1,100,000.00 | \$ - |
| ROAD RESURFACING | \$ 2,000,000.00 | \$ 1,000,000.00 | \$ 500,000.00 | \$ 500,000.00 |
| TOTAL | \$ 3,400,000.00 | \$ 1,000,000.00 | \$ 1,600,000.00 | \$ 800,000.00 |
| SCHEDULE NO.14 | | | | |
| TECHNOLOGY IMPROVEMENTS | | | | |
| | YEAR | EXPENDITURES | | |
| | 2005 | \$ 175,000.00 | | |
| | 2006 | \$ 250,000.00 | | |
| | 2007 | \$ 150,000.00 | | |
| | TOTAL | \$ 575,000.00 | | |
| | | TOTAL | 2005 | 2006 |
| P.C. UPGRADES | \$ 125,000.00 | \$ 25,000.00 | \$ 50,000.00 | \$ 50,000.00 |
| SOFTWARE UPGRADE | \$ 200,000.00 | \$ - | \$ 100,000.00 | \$ 100,000.00 |
| G.I.S. SYSTEM | \$ 200,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ - |
| FILE STORAGE | \$ 50,000.00 | \$ 50,000.00 | \$ - | \$ - |
| TOTAL | \$ 575,000.00 | \$ 175,000.00 | \$ 250,000.00 | \$ 150,000.00 |

BUDGETARY APPROP:

STATE & FEDERAL FUNDS:

| SCHEDULE | STATE & FEDERAL FUNDS: | | | BUDGETARY APPROP: | | |
|--------------|------------------------|------------------------|--------------|----------------------|----------------------|---------------------|
| | YEAR 2005 | YEAR 2006 | YEAR 2007 | YEAR 2005 | YEAR 2006 | YEAR 2007 |
| 1 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5 | \$ 1,320,000.00 | \$ 1,680,000.00 | \$ - | \$ - | \$ - | \$ - |
| 6 | \$ 875,000.00 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8 | \$ - | \$ 100,000.00 | \$ - | \$ - | \$ - | \$ - |
| 9 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10 | \$ 1,530,000.00 | \$ 3,485,000.00 | \$ - | \$ 500,000.00 | \$ 115,000.00 | \$ - |
| 11 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 14 | \$ - | \$ - | \$ - | \$ 25,000.00 | \$ 50,000.00 | \$ 50,000.00 |
| TOTAL | \$ 3,725,000.00 | \$ 5,265,000.00 | \$ - | \$ 525,000.00 | \$ 165,000.00 | \$ 50,000.00 |

DEVELOPER FEES:

| SCHEDULE | DEVELOPER FEES: | | | BONDS: | | |
|--------------|------------------------|------------------------|------------------------|-------------------------|-------------------------|-------------------------|
| | YEAR 2005 | YEAR 2006 | YEAR 2007 | YEAR 2005 | YEAR 2006 | YEAR 2007 |
| 1 | \$ - | \$ - | \$ - | \$ 10,400,000.00 | \$ 4,470,000.00 | \$ 940,000.00 |
| 2 | \$ - | \$ - | \$ - | \$ 5,000,000.00 | \$ 10,000,000.00 | \$ 10,000,000.00 |
| 3 | \$ - | \$ - | \$ - | \$ 2,000,000.00 | \$ 3,000,000.00 | \$ 2,200,000.00 |
| 4 | \$ - | \$ - | \$ 460,000.00 | \$ 200,000.00 | \$ 5,465,000.00 | \$ 5,000,000.00 |
| 5 | \$ 2,135,000.00 | \$ 2,850,000.00 | \$ 1,600,000.00 | \$ - | \$ - | \$ - |
| 6 | \$ - | \$ - | \$ - | \$ 320,000.00 | \$ 1,000,000.00 | \$ 1,450,000.00 |
| 7 | \$ - | \$ - | \$ - | \$ 390,000.00 | \$ 180,000.00 | \$ 180,000.00 |
| 8 | \$ - | \$ - | \$ - | \$ 50,000.00 | \$ 350,000.00 | \$ 100,000.00 |
| 9 | \$ 790,000.00 | \$ 1,475,000.00 | \$ 1,000,000.00 | \$ - | \$ 2,500,000.00 | \$ 2,100,000.00 |
| 10 | \$ - | \$ - | \$ - | \$ - | \$ 575,000.00 | \$ - |
| 11 | \$ 100,000.00 | \$ 600,000.00 | \$ 700,000.00 | \$ 168,000.00 | \$ 500,000.00 | \$ 2,500,000.00 |
| 12 | \$ - | \$ - | \$ - | \$ - | \$ 875,000.00 | \$ 875,000.00 |
| 13 | \$ - | \$ - | \$ - | \$ 1,000,000.00 | \$ 1,600,000.00 | \$ 800,000.00 |
| 14 | \$ - | \$ - | \$ - | \$ 150,000.00 | \$ 200,000.00 | \$ 100,000.00 |
| TOTAL | \$ 3,025,000.00 | \$ 4,925,000.00 | \$ 3,760,000.00 | \$ 19,678,000.00 | \$ 30,715,000.00 | \$ 26,245,000.00 |

Indebt

July 6, 2005

TOWN OF RIVERHEAD

MIDDLE ROAD PAVING PHASE I PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 646

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

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

| | <u>FROM</u> | <u>TO</u> |
|--|-------------|-----------|
| 406.051100.487451.45089 Transfer from CHIPS | 130,000 | |
| 406.051100.541301.45089 Asphalt Expense | | 130,000 |

THE VOTE

Bartunek Yes No Sanders Yes No
 Blass Yes No Densieski Yes No
 Cardinale Yes No

Adopted

Resolution #647

072113-03207P

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, in said Town, on July 6, 2005, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT: Supervisor Philip Cardinale
 Councilman George Bartunek
 Councilwoman Rose Sanders
 Councilwoman Barbara Blass
 Councilman Edward Densieski

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

ABSENT:

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

BOND RESOLUTION DATED JULY 6, 2005.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$500,000 SERIAL BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE RESURFACING OF VARIOUS ROADS LOCATED THROUGHOUT AND IN AND FOR SAID TOWN.

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

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE, BE IT

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

Section 1. For the class of objects or purposes of paying the cost of the resurfacing of various roads located throughout and in and for the Town of Riverhead, Suffolk County, New York, including incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$500,000 serial bonds of the Town of Riverhead, Suffolk County, New York, pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$500,000, and that the plan for the financing thereof is by the issuance of the \$500,000 serial bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 20(c) of

paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Riverhead, Suffolk County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller

applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. Upon this resolution taking effect, the same shall be published in full in Traveler Watchman, the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum in accordance with Section 35.00 of the Local Finance Law.

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

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * * *

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

LEGAL NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Riverhead, Suffolk County, New York, at a meeting held on July 6, 2005, duly adopted the resolution published herewith subject to a permissive referendum.

Dated: Riverhead, New York
July 6, 2005

Town Clerk

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, in Riverhead, New York, in said Town, on July 6, 2005, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT: **Supervisor Philip Cardinale**
 Councilman George Bartunek
 Councilwoman Rose Sanders
 Councilwoman Barbara Blass
 Councilman Edward Densieski

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

ABSENT:

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

BOND RESOLUTION DATED JULY 6, 2005.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$50,000 SERIAL BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE PURCHASE OF A LANDSCAPING VEHICLE FOR USE BY THE TOWN'S BUILDING AND GROUNDS DEPARTMENT, IN AND FOR SAID TOWN.

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

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE, BE IT

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

Section 1. For the specific object or purpose of paying the cost of the purchase of a landscaping vehicle for the Town's Building and Grounds Department, in and for the Town of Riverhead, Suffolk County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$50,000 serial bonds of the Town of Riverhead, Suffolk County, New York, pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$50,000, and that the plan for the financing thereof is by the issuance of the \$50,000 serial bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is five years, pursuant to subdivision 29 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will not exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Riverhead, Suffolk County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to

the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 11. This resolution, which takes effect immediately, shall be published in full in the _____, the official newspaper of the Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

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

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * * *

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the resolution published herewith has been adopted by the Town of Riverhead, Suffolk County, New York, on the 6th day of July, 2005, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Town is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Dated: Riverhead, New York,
July 6, 2005

Town Clerk

July 6, 2005

Adopted

TOWN OF RIVERHEAD

2002 WATER PLANT #12 IMPROVEMENT CAP PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 649

COUNCILMAN BARTONEK offered the following resolution,
which was seconded by COUNCILWOMAN SANDERS.

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

| | <u>FROM</u> | <u>TO</u> |
|---|-------------|-----------|
| 406.083200.482220.30021 Transfer from Repair & Maintenance | 65,000 | |
| 406.083200.523014. 30021 Plant 12 Electrical Improvement | | 65,000 |

THE VOTE

Bartunek Yes No Sanders Yes No
 Blass Yes No Densieski Yes No
 Cardinale Yes No

7/6/05

TOWN OF RIVERHEAD

Resolution # 650

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 101 OF THE RIVERHEAD TOWN CODE ENTITLED "VEHICLES AND TRAFFIC" (101-10 Parking prohibited)

COUNCILWOMAN SANDERS offered the following resolution,

which was seconded by COUNCILWOMAN BLASS:

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 101 of the Riverhead Town Code entitled "Vehicles & Traffic" (101-10 Parking prohibited) once in the July 14, 2005 issue of the Traveler Watchman, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Riverhead Traffic Safety Committee; Councilperson George Bartunek; the Riverhead Police Department; the Riverhead Highway Department; the Riverhead Recreation Department; Kenneth Testa, P.E. and the Office of the Town Attorney.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 19th day of July, 2005 at 7:20 o'clock p.m. to consider a local law to amend chapter 101 of the Riverhead Town Code entitled "Vehicles and Traffic" (101-10 Parking prohibited) as follows:

CHAPTER 101

VEHICLES AND TRAFFIC

§ 101-10. Parking prohibited.

The parking of vehicles is hereby prohibited in the locations as follows:

| Name of Street | Side | Location |
|------------------------------------|-----------------|---|
| <u>Crows Nest Drive</u> | <u>Both</u> | <u>Between Sea Breeze Drive and Park Road</u> |
| <u>Sea Breeze Drive</u> | <u>Both</u> | <u>Between Horn Pipe Drive and Park Road</u> |
| Park Road | Both | From its intersection with Sound Avenue to a point 200 feet south of its terminus on Long Island Sound |
| Park Road (Reeves Park) | Both | From Sound Avenue to the mean high-water line of Long Island Sound |
| <u>Park Road</u> | <u>East</u> | <u>From its intersection with Sound Avenue to a point 150 feet north of the northern terminus of Longview Drive and Park Road</u> |
| <u>Park Road</u> | <u>West</u> | <u>From its intersection with Sound Avenue to its terminus with Reeves Beach parking area</u> |

Dated: Riverhead, New York
July 6, 2005

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

BARBARA GRATTAN, Town Clerk

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

07/06/05

Adopted

TOWN OF RIVERHEAD

Resolution # 651

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 101 OF THE RIVERHEAD TOWN CODE ENTITLED "VEHICLES AND TRAFFIC" (ARTICLE IX RECREATIONAL MOTOR VEHICLES)

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI :

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 101 of the Riverhead Town Code entitled "Vehicles and Traffic" (ARTICLE IX RECREATIONAL MOTOR VEHICLES) once in the July 14, 2005 issue of the Traveler Watchman, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further,

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Town Police Department; Bay Constable; Code Enforcement and the Town Attorney.

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski 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 before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 19th day of July, 2005 at 7:40 o'clock p.m. to consider a local law to amend chapter 101 of the Riverhead Town Code entitled "Vehicles and Traffic" (ARTICLE IX RECREATIONAL MOTOR VEHICLES) as follows:

CHAPTER 101

VEHICLES AND TRAFFIC

ARTICLE IX RECREATIONAL MOTOR VEHICLES

§ 101-38. Purpose.

The Town Board of the Town of Riverhead recognizes the potential adverse impact the negligent use of recreational motor vehicles, especially, but not limited to all-terrain vehicles (ATV's) has on the general peace, welfare, and good order of the residents of the town. The Town Board further realizes the potential for such negligence to damage public and private property. Therefore, the Town Board deems it appropriate to control the use of recreational motor vehicles as set forth herein.

§ 101-39. Definitions.

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

RECREATIONAL MOTOR VEHICLE — Includes off-road motorcycles, mini-bikes, trail bikes, motorbikes, trikes, quads, and other self-propelled two, three, and four-wheeled vehicles or any other vehicle manufactured for sale for operation primarily on off-highway trails or off-highway competitions and only incidentally operated on public highways, provided that such vehicle does not exceed 60 inches in width or 800 pounds dry weight; provided, however, that this definition shall not include a snowmobile or other self-propelled vehicle manufactured for off-highway use which utilizes the endless belt tread.

OPERATOR — The individual person operating the recreational vehicle, whether or not he or she is the owner of the recreational vehicle.

OPERATE -- To ride in or on, other than as a passenger, or use or control the operation of a recreational motor vehicle in any manner, whether or not said recreational vehicle is under way.

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

§ 101-40. Restrictions.

No person shall drive, operate, ride upon or suffer or permit to be driven or operated or ridden upon any recreational motor vehicle as defined in this chapter under any of the following circumstances:

- A. On the private property of another without the express prior written consent of the owner or the occupant of such property or verbal consent if in the presence of said owner or occupant. Such consent may be revoked at any time by the grantor thereof. Where express prior written consent has been obtained, the operator shall keep such consent on his person and available for immediate display at all times during the period of such operation. Such express prior written consent shall not be deemed a consent hereunder as to any person whose name is not set forth therein. Such consent must show an official stamp of the Town Clerk and a copy thereof be filed in the Clerk's office. No consent shall be deemed effective until said filing is accomplished. Failure to produce such express prior written consent upon demand therefor by any peace or police officer shall be presumptive evidence that such consent has not been given or received.
- B. On any public grounds or property within the Town of Riverhead.
- C. In such manner as to violate Chapter 81 – Noise Control of the Town Code of the Town of Riverhead. No person shall operate a recreational motor vehicle before the hour of 9:00 a.m. or after sunset.
- D. In a careless, reckless or negligent manner.
- E. In any environmentally sensitive area regulated under Chapter 12 - Coastal Erosion Hazard Areas, Chapter 107 - Tidal And Freshwater Wetlands , or Chapter 108, Article XXXV – Pine Barrens Overlay District of the Town Code of the Town of Riverhead.
- F. Without having attained the age of 18, or if under 18, without the accompaniment of a parent or guardian who has attained the age of 18.

§ 101-41. Penalties for offenses.

- A. For a first conviction, a fine of \$250.
- B. For a second conviction, a fine of \$500.
- C. For a third and subsequent conviction, a fine of \$1000.
- D. A recreational motor vehicle may be immediately impounded if it is being used in a manner which can be considered a violation of this chapter. Such impounded recreational motor vehicle shall be stored by the pertinent police department or enforcement agency pending the identification of the owner as registered with the New York State Department of Motor Vehicles. Such titled owner shall be sent notice of such impoundment at the address on file with the New York State Department of Motor Vehicles by certified mail within five days after the impoundment. The law enforcement agency shall not be liable for any damages arising out of the provision of an erroneous name or address of such owner. The owner of the recreational motor

vehicle utilized in violation of this article may redeem the same upon satisfactory proof of ownership and payment of a redemption fee of \$500 in addition to all applicable impound and storage fees. Such impounded recreational motor vehicle may only be released to the owner of the recreational motor vehicle or to his or her agent as evidenced by a written, notarized agent agreement or duly executed power of attorney.

- E. If a person having two or more convictions under this chapter is issued a subsequent citation for violating this chapter, the recreational motor vehicle noted in the citation shall be immediately impounded. Such impoundment shall follow the procedures set forth in subsection (D) above.
- F. The parent or legal guardian, other than a state or legal social services department foster parent having custody, of any unemancipated person under the age of eighteen (18) years of age found guilty of a violation of this law shall be responsible for the payment of the fine imposed by a Court of competent jurisdiction for such violation. In no event shall it be a defense that the parent or legal guardian has exercised due diligent supervision over the activities of the person under the age of eighteen (18) years of age.

101-42. Enforcement.

The provisions of the Code shall be enforced by any Police Officer, Peace Officer, Bay Constable, Fire Marshal, or Code Enforcement Officer.

Dated: Riverhead, New York
July 06, 2005

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

BARBARA GRATTAN, Town Clerk

* Underline represents addition(s)

07/06/05

Adopted

TOWN OF RIVERHEAD

Resolution # 652

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 100 OF THE RIVERHEAD TOWN CODE ENTITLED "Vehicles, Junked, Abandoned and Unregistered" (§ 100-3. Storage restrictions)

COUNCILMAN DENSIESKI

offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK :

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 100 of the Riverhead Town Code entitled, "Vehicles, Junked, Abandoned and Unregistered" (§ 100-3. Storage restrictions) once in the July 14, 2005 issue of the Traveler Watchman, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further,

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Town Police Department; Code Enforcement; the Planning Board; the Planning Department and the Town Attorney.

THE VOTE

| | | | | | |
|----------|---|-----------------------------|-----------|---|-----------------------------|
| Bartunek | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no | Sanders | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| Blass | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no | Densieski | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| | | | Cardinale | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 19th day of July, 2005 at 7:35 o'clock p.m. to consider a local law to amend Chapter 100 of the Riverhead Town Code entitled "Vehicles, Junked, Abandoned and Unregistered" (§ 100-3. Storage restrictions) as follows:

CHAPTER 100

VEHICLES, JUNKED, ABANDONED AND UNREGISTERED

§ 100-3. Storage restrictions.

~~B. One unregistered motor vehicle shall be permitted on any property located within the Town of Riverhead only if said motor vehicle is screened from the view of the general public, adjacent properties and abutting streets.~~

B. An owner of private property, lessee, tenant or occupant of property situated within the Town of Riverhead may store (1) unregistered motor vehicle which, if registered, could be registered as a motor vehicle, provided that said motor vehicle:

(1) is stored in a suitably enclosed location inside a building or behind a fence which suitable screens such unregistered motor vehicle from view.

(2) is stored in the rear yard or in the driveway of said property, and that at all times covered with a completely opaque fabric car covering. The car covering shall be kept in good repair and shall cover the entire car at all times, extending to the lower edge of the bumpers or to the lower edge of the fenders if said motor vehicle is not equipped with bumpers.

Dated: Riverhead, New York
July 6, 2005

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

BARBARA GRATTAN, Town Clerk

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

Adopted

07/06/05

TOWN OF RIVERHEAD

Resolution # 653

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 OF THE RIVERHEAD TOWN CODE ENTITLED "Zoning" (ARTICLE XIX, Cluster Development)

COUNCILMAN BARTUNEK.

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS :

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 of the Riverhead Town Code entitled, "Zoning" (ARTICLE XIX, Cluster Development) once in the July 14, 2005 issue of the Traveler Watchman, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further,

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Building Department; the Planning Board; the Planning Department; the Architectural Review Board and the Town Attorney.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski 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 before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 2nd day of August, 2005 at 2:25 o'clock p.m. to consider a local law to amend chapter 108 of the Riverhead Town Code entitled "Zoning" (ARTICLE XIX, Cluster Development).

A copy of the entire text of the proposed amendment may be reviewed at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

Dated: Riverhead, New York
July 6, 2005

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

BARBARA GRATTAN, Town Clerk

CHAPTER 108

ZONING

ARTICLE XIX, Cluster Development

~~§ 108-84. Purpose.~~

~~Pursuant to the provisions of § 281 of the Town Law of the State of New York, the purpose of this amendment to the Riverhead Zoning Ordinance is to enable and encourage flexibility of design and development of land in such a manner as to promote the most appropriate use of land, to facilitate the adequate and economical provision of streets and utilities and to preserve the natural and scenic qualities of open lands, in order to provide larger areas of open space both for recreational and conservational purposes and in order to implement objectives of the comprehensive plan when adopted.~~

§ 108-84. Purpose and intent.

It is the purpose of this article to require cluster development pursuant to § 278 of the Town Law in order to allow for maximum flexibility in achieving a compatible arrangement of agricultural and residential land uses and to protect prime agricultural soils, scenic vistas, and significant natural features.

§ 108-85. Adoption of statutory provisions; grant of authority.

The Town Board of the Town of Riverhead hereby elects to adopt the provisions of ~~§ 281~~ § 278 and to exercise the powers granted by ~~§ 281~~ § 278 of the Town Law and hereby grants to the Planning Board of the Town of Riverhead appropriate authority as set forth in this Article.

§ 108-86. Applicability of Article.

This Article shall be applicable to land zoned for residential purposes in the Town of Riverhead and which is located in either the RA-40, RB-40, RB-80, RA-80, or APZ Zoning Use Districts.

§ 108-87. Procedures before Planning Board.

A. ~~As provided in § 281(a) of the Town Law, the Planning Board shall follow the provisions of this Article if, in the discretion of the Planning Board, the application of this Article shall benefit the Town.~~

B. ~~In order to assist the Planning Board in determining whether to require a cluster, each applicant for a major subdivision shall submit at least one proposed cluster plan with each major subdivision application. The Planning Board, in its sole discretion, may direct the preparation of additional cluster plans as it deems necessary to evaluate the desirability of a cluster type development.~~

C. ~~Clusters shall be imposed by the Planning Board, except upon the specific finding, in writing, by the Planning Board that the proposed open space zone of the applicant will be detrimental to the surrounding area and will not be in the best interest of~~

~~the community and will be contrary to the provisions of the Comprehensive Plan of the Town of Riverhead when adopted by the Planning Board.~~

A. In order to accomplish the clustering of residential lots, an applicant for subdivision shall provide a standard yield plan and a cluster plan.

B. In its review of a cluster subdivision plan, the Planning Board shall consider the following:

- (1) The location and extent of prime agricultural soils;
- (2) The location of wooded areas;
- (3) The location and extent of natural features;
- (4) The general topography and the location and extent of sloped areas;
- (5) The spatial relationship of the property to contiguous or neighboring preserved agricultural land;
- (6) The general stormwater tributary area and the extent and direction of overland drainage.

C. The cluster subdivision plat must locate and arrange the residential lots so as to accomplish the following:

- (1) Protect, to the maximum extent practicable, that portion of the tract preserved for agricultural use.
- (2) Reduce, to the maximum extent practicable, any nuisance or conflict between residential and agricultural uses, both within the tract and in relation to adjoining and nearby tracts.
- (3) Demonstrate compatibility of the cluster plat with existing residential development and agricultural land uses.
- (4) Demonstrate the ways in which scenic vistas are being considered or enhanced and shall depict a lot arrangement which has considered the visual impact of residential development upon such vistas.
- (5) Remain harmonious with and protect during construction, to the maximum extent practicable, the natural environment, minimizing the clearing of treed areas, the grading of earth, removal of soils, and precluding the disturbance of surface waters and wetlands and other similar disturbances of the natural environment pursuant to Chapter 107 of the Riverhead Town Code.

D. The agricultural lots of a cluster subdivision plat must be so laid out as to provide for a minimum lot size of 10 acres, a minimum building area of one acre, contiguity with existing agricultural tracts, bounding of prime agricultural soils and retention of all storm water runoff.

E. Cluster development shall require that a minimum of 70% of Class I or Class II prime agricultural soils are preserved through the creation of farm lots and the recording of agricultural easements, except that the Planning Board may approve a cluster subdivision with a lower percentage of preserved prime agricultural soils in order to ensure appropriate arrangement of lots, streets, and public facilities.

F. In the event that the Planning Board approves a cluster plat that preserves less than 70% of the prime agricultural soils, the reasons supporting such decision shall be set forth within the resolution approving the preliminary plat. The Planning Board shall not approve a cluster subdivision plat with less than 50% of the area of the tract being preserved as prime soils or open space areas.

G. The Planning Board shall not cluster lots in order to create golf courses, playgrounds, tennis courts, swimming pools or any other amenity as required open space. The purpose of the cluster plan is to preserve agricultural land for agricultural use and other natural features to the greatest extent practicable.

~~§ 108-88. Individual detached dwelling units.~~

~~A. — The Planning Board may allow, as provided in § 281(b) of the Town Law, a permitted number of individual detached dwelling units, which shall in no case exceed the number which could be permitted, in the Planning Board's judgment, if the land were subdivided into lots conforming to the minimum lot size and density requirements of this chapter applicable to the district or districts in which such land is situated and conforming to all other applicable requirements. In computing the maximum number of dwelling units, the Planning Board may reduce the gross parcel area by a maximum of 20% that normally would be used for roads and drainage. It shall not require the open space normally required in other subdivision applications, pursuant to § 277 of the Town Law. The remaining area of the property may then be divided by the number of square feet required for the minimum lot size under this chapter, which division will result in the number of dwelling units permitted.~~

~~B. — In its review of the plan, the Planning Board shall determine the arrangement of the dwelling structures upon the site as well as their height, length, spacing, open spaces and landscaping, off-street open and enclosed parking spaces, streets, driveways and all other physical features as shown on said plan or otherwise described.~~

~~§ 108-89. Condominium units.~~

~~A. — The Planning Board may allow the permitted number of units to be clustered as condominium units, as defined by the applicable statutes of the State of New York and this chapter, and shall not permit any commercial use as an adjunct thereto. Each unit shall provide cooking and bathroom facilities and a separate entrance to the exterior of the structure or to a public hall, and each unit shall provide in the average a minimum of~~

~~1,000 square feet of livable floor area, exclusive of porches, patios, garages, breezeways, terraces and other attached accessory structures. No building permit shall be issued unless a site plan showing the location of buildings, structures, driveways, parking areas, landscaping, fencing, drainage facilities and pavement specifications has been approved by the Town of Riverhead Planning Board, nor unless the method of sewage disposal and water supply has been approved by the Suffolk County Department of Health.~~

~~B. — Prior to the Planning Board's public hearing as provided in the rules and regulations of the Planning Board and § 276 and 277 of the Town Law, a copy of the final submission shall be delivered to the Town Board by the Planning Board at least 10 days before said hearing.~~

~~§ 108-90. Open space.~~

§ 108-88. Dedication and maintenance of open space.

- A. The application of the procedure prescribed by this Article shall result in a plat showing lands available for a park, recreation, open space or municipal purposes directly related to the plat. The Planning Board, as a condition of plat approval, may establish such conditions on the ownership, use and maintenance of such lands as it deems necessary to assure the preservation of such lands for their intended purposes. The open space created by the use of the provisions of this Article must clearly labeled on the subdivision map as to its use and the rights of the owners in the subdivision, as well as whether it is to be dedicated ultimately to the Town or other governmental body or to an approved private or conservation corporation or to a property owners' association or otherwise under conditions meeting with Planning Board approval. The details as to use and ownership of such open space are further to be set out in a declaration recorded by the owner or other appropriate instrument. Such open space is to be preserved in perpetuity, and the Planning Board may require an open space easement running to the Town as a condition of approval.
- B. If said lands are to be offered for dedication to the Town, the Town Board may require that such conditions shall be approved by the Town Board before said plan shall be approved for filing. All or portions of open space may be dedicated to the Town or some other municipal corporation.
- C. If the open space is not to be dedicated to the Town or other governmental authority or to an approved private or conservation corporation, the applicant, simultaneously with the filing of the map, must either create a property owners association or neighborhood corporation embracing all property owners within the map and providing for adequate annual contributions for maintenance of said open space or otherwise satisfy the Planning Board with regard to the maintenance of said open space.
- D. The following must be adhered to if a property owners' association is created:
- (1) The property owners' association must be set up before the lots are sold.

- (2) Membership must be mandatory for each lot buyer and any successive buyer.
- (3) The open space restrictions must be in perpetuity, not just for a given period of years.
- (4) The association must be responsible for liability insurance, local taxes and the maintenance of recreational and other facilities.
- (5) Property owners must pay their pro rata share of the cost, and the assessment levied by the association can become a lien on the property.
- (6) The association must be able to adjust the assessment to meet changed needs.

~~§ 108-91. Approval of open space use by Planning Board.~~

~~The Planning Board may approve uses for open space, and such uses shall be clearly indicated on the final map.~~

~~A. The Planning Board may approve recreational uses such as playgrounds, golf courses, tennis courts, swimming pools, beach areas, etc.~~

~~B. The Planning Board may approve conservational uses such as open woodland, wetlands or dune areas.~~

~~§ 108-92. Coverage and setback requirements.~~

~~A. If individual detached dwelling units are used, the following height, frontage, area, yard and coverage requirements, including front, side and rear yard setbacks, are to be met:~~

~~(1) In Residence A District, the same requirements as exist in the Residence A District at the time final approval of the subdivision application is granted by the Planning Board.~~

~~(2) In Agriculture A District, the same requirements as exist in the Agriculture A District at the time final approval of the subdivision application is granted by the Planning Board.~~

~~B. If condominium units, as provided for in § 108-89 of this Article, are used, the minimum front, side and rear yards for all buildings, structures, playgrounds, parking areas, etc., shall be 100 feet from the property line of the entire parcel subdivided under this Article. Minimum side and rear yards for driveways or access roads shall be 100 feet from the property line of the entire parcel subdivided under this Article. Height shall not exceed two stories and shall not exceed 35 feet. Coverage, as defined in this chapter, is not to exceed 15%. Parking requirements shall be two parking spaces per each family dwelling unit.~~

~~§ 108-93. § 108-89. Screening and landscaping.~~

~~In addition to any screening and landscaping requirements contained in existing rules and regulations of the Planning Board, the Planning Board may require additional screening and planting in order to lessen the impact of the open space zone on adjacent properties.~~

~~§ 108-94.~~ § 108-90. Filing of subdivision map.

In addition to the other Planning Board requirements for final maps, upon final approval of a change of zone by the Town Board and final approval of the subdivision application by the Planning Board, the applicant shall file the subdivision map in the office of the County Clerk, which map shall contain thereon a statement that the subdivision has been approved pursuant to the provisions of this Article, the number and type of units which can be erected thereon, the areas in which said units may be constructed and the areas which are to remain open space and under what conditions.

* Underline represents addition(s)

* Overstrike represents deletion(s)

7/6/05

Adopted

TOWN OF RIVERHEAD

Resolution # 654

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 107 OF THE RIVERHEAD TOWN CODE ENTITLED "TIDAL AND FRESHWATER WETLANDS" (107-4 Regulated areas)

COUNCILWOMAN BLASS

offered the following resolution,

COUNCILMAN DENSIESKI

which was seconded by _____ :

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 107 of the Riverhead Town Code entitled "Tidal and Freshwater Wetlands" (107-4 Regulated areas) once in the July 14, 2005 issue of the Traveler Watchman, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Bay Constable; the Building Department; the Conservation Advisory Council; Code Enforcement and the Office of the Town Attorney.

THE VOTE

| | |
|--|--|
| Bartunek <input checked="" type="checkbox"/> yes ___ no | Sanders <input checked="" type="checkbox"/> yes ___ no |
| Blass <input checked="" type="checkbox"/> yes ___ no | Densieski <input checked="" type="checkbox"/> yes ___ no |
| Cardinale <input checked="" type="checkbox"/> yes ___ no | |

THE RESOLUTION WAS ___ WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 2nd day of August, 2005 at 2:20 o'clock p.m. to consider a local law to amend Chapter 107 of the Riverhead Town Code entitled "Tidal and Freshwater Wetlands" (107-4 Regulated areas) as follows:

CHAPTER 107

TIDAL AND FRESHWATER WETLANDS

§ 107-4. Regulated areas.

It shall be unlawful for any person, without obtaining a written permit issued by the Town of Riverhead, to:

D. Construct and/or alter any groins, docks, moorings, bulkheads, dwellings, roads, or other nonaccessory use structures in or within 150 feet of the boundary of any tidal waters, tidal wetlands, freshwater wetlands, natural drainage systems, or other watercourses.

Dated: Riverhead, New York
July 6, 2005

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

BARBARA GRATTAN, Town Clerk

* Underline represents addition(s)

7/6/05

Adopted

TOWN OF RIVERHEAD

Resolution # 655

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 101 OF THE RIVERHEAD TOWN CODE ENTITLED "VEHICLES AND TRAFFIC" (101-18 Seasonal parking prohibited)

COUNCILMAN DENSIESKI

offered the following resolution,

which was seconded by **COUNCILWOMAN SANDERS** :

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 101 of the Riverhead Town Code entitled "Vehicles & Traffic" (101-18 Seasonal parking prohibited), once in the July 14, 2005 issue of the Traveler Watchman, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Riverhead Traffic Safety Committee; Councilperson George Bartunek; the Riverhead Police Department; the Riverhead Highway Department; the Riverhead Recreation Department; Kenneth Testa, P.E. and the Office of the Town Attorney.

THE VOTE

| | | | | | |
|-----------|---|-----------------------------|-----------|---|-----------------------------|
| Bartunek | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no | Sanders | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| Blass | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no | Densieski | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| Cardinale | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no | | | |

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 19th day of July, 2005 at 7:15 o'clock p.m. to consider a local law to amend chapter 101 of the Riverhead Town Code entitled "Vehicles and Traffic" (101-18 Seasonal parking prohibited) as follows:

CHAPTER 101

VEHICLES AND TRAFFIC

§ 101-18. Seasonal parking prohibited.

A. Notwithstanding § 101-12 and subject to § 101-10, the parking of vehicles is hereby prohibited annually from May 15 through September 15 upon the following described streets or portions thereof, except for vehicles of Riverhead residents displaying a valid resident parking permit pursuant to § 48-13:

| Street | Side | Location |
|------------------------|-------------|--|
| Center Street | West | Beginning at the south side of the Second Street intersection and thence southerly to the northerly side of Front Street at the Front Street intersection with Center Street |
| Front Street | South | The entire southerly side of Front Street to the westerly intersection of Green Street |
| Green Street | West | Beginning at the south side of Second Street intersection and running thence southerly to the northerly side of the intersection with Front Street |
| Point Street | West | Beginning at the south side of the Second Front Street intersection and thence southerly to the southerly terminus of Point Street |
| South Jamesport Avenue | West | Beginning at the south side of the Second Front Street intersection and thence southerly to the southerly terminus of South Jamesport Avenue |
| West Street | West | Beginning at the south side of the |

~~Second Street intersection and
thence southerly to the southerly
terminus of West Street~~

Willow Street West

Beginning at the south side of the
Second Front Street intersection and
thence southerly to the southerly
terminus of Willow Street

Dated: Riverhead, New York
July 6, 2005

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

BARBARA GRATTAN, Town Clerk

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

Adopted

07/06/05

TOWN OF RIVERHEAD

Resolution # 656

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 OF THE RIVERHEAD TOWN CODE ENTITLED "Zoning" (Boats, trailers, airplanes or seaplanes)

COUNCILWOMAN SANDERS

offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK:

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 of the Riverhead Town Code entitled "Zoning" (Boats, trailers, airplanes or seaplanes) once in the July 14, 2005 issue of the Traveler Watchman, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further,

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Building Department; Code Enforcement; the Planning Department; the Planning Board; the Architectural Review Board and the Town Attorney.

THE VOTE

Bartunek yes no Sanders yes no

Blass yes no Donsieski 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 before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 2nd day of August, 2005 at 2:30 o'clock p.m. to consider a local law to amend chapter 108 of the Riverhead Town Code entitled "Zoning" (Boats, trailers, airplanes or seaplanes).

A copy of the entire text of the proposed amendment may be reviewed at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

Dated: Riverhead, New York
July 6, 2005

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

BARBARA GRATTAN, Town Clerk

CHAPTER 108

ZONING

ARTICLE III, Residence A-40 Zoning Use District

§ 108-8. Uses.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted is the following:

(1) Home occupations or professions conducted within the dwelling by the residents thereof or in a building accessory thereto.

(2) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

(a) No more than two (2) of the items may be kept or stored in the front yard or driveway.

(b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.

(c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.

(d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(3) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE IV, Residence B-40 (RB-40) Zoning Use District

§ 108-12. Uses.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted is the following:

(1) Home occupations or professions conducted within the dwelling by the residents thereof or in a building accessory thereto.

(2) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

- (a) No more than two (2) of the items may be kept or stored in the front yard or driveway.
- (b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.
- (c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.
- (d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(3) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE V, Residence B-80 Zoning Use District

§ 108-16. Uses.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

(1) Home occupations or professions conducted within the dwelling by the residents thereof or in a building accessory thereto.

(2) The sale at retail of homegrown or homemade products, provided that all retail uses shall be subject to site plan approval pursuant to Article XXVI of the Riverhead Town Code and the provisions of Chapter 108. The farmer may sell supporting farm products and farm products not grown by the farmer provided that the area devoted to the sale of said products at no time exceeds 40% of the total merchandising area.

(3) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

- (a) No more than two (2) of the items may be kept or stored in the front yard or driveway.
- (b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.
- (c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.
- (d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(4) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE VA, Residence A-80 (RA-80) Zoning Use District

§ 108-20.2. Uses.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

(1) Home occupations or professions conducted within the dwelling by the residents thereof or in a building accessory thereto.

(2) The sale at retail of homegrown or homemade products, provided that all retail uses shall be subject to site plan approval pursuant to Article XXVI of the Riverhead Town Code and the provisions of Chapter 108. The farmer may sell supporting farm products and farm products not grown by the farmer, provided that the area devoted to the sale of said products at no time exceeds 40% of the total merchandising area.

(3) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

(a) No more than two (2) of the items may be kept or stored in the front yard or driveway.

(b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.

(c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.

(d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(4) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE VI, Agriculture Protection Zoning Use District (APZ)

§ 108-22. Uses.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

(1) Home occupations or professions conducted within the dwelling by the residents thereof or in a building accessory thereto.

(2) The sale at retail of homegrown or homemade products, provided that all retail uses shall be subject to site plan approval pursuant to Article XXVI of the Riverhead Town Code and the provisions of Chapter 108. The farmer may sell supporting farm products and farm products not grown by the farmer, provided that the area devoted to the sale of said products at no time exceeds 40% of the total merchandising area.

(3) Agricultural worker housing pursuant to the requirements of § 108-64.4.

(4) Farm operations.

(5) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

(a) No more than two (2) of the items may be kept or stored in the front yard or driveway.

(b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.

(c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.

(d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(6) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE XXIII, Residence RC District (Retirement Community)

§ 108-117. Uses.

B. Accessory uses. Accessory uses shall include those uses customarily incidental to the above permitted uses. Specifically permitted is the following:

(1) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

(a) No more than two (2) of the items may be kept or stored in the front

yard or driveway.

(b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.

(c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.

(d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(2) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE XXIV, Hamlet Residential (HR) Zoning Use District

§ 108-121. Uses.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses when located on the same lot. Specifically permitted is the following:

(1) Home occupations or professions conducted within the dwelling by the residents thereof or in a building accessory thereto.

(2) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

(a) No more than two (2) of the items may be kept or stored in the front yard or driveway.

(b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.

(c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.

(d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(3) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE XXV, Recreational District

§ 108-125. Uses.

D. The following accessory uses shall be allowed by special permit of the Town Board as uses customarily incident to any of the above permitted uses. Such accessory uses shall be permitted only as incidental to one of the above primary uses:

- (1) Health spas.
- (2) Taverns.
- (3) Restaurants.
- (4) Retail stores.

(5) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

- (a) No more than two (2) of the items may be kept or stored in the front yard or driveway.
- (b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.
- (c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.
- (d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(6) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE XXXII, Natural Resources Protection District

§ 108-154. Uses.

C. Accessory uses. Accessory uses shall be as follows:

- (1) Private garages, private boathouses, private greenhouses and similar accessory buildings which are necessary for residential development.
- (2) A temporary building or shed used during construction of a building or structure on the premises.
- (3) A swimming pool constructed in accordance with the provisions of § 108-59 of this chapter.

(4) ~~Boats, trailers, airplanes or seaplanes. Any boat, house trailer, mobile home, camp trailer, camp car, airplane or seaplane in excess of 15 feet in overall length shall not be kept or stored in the area between the street right-of-way and the front line of the main building projected to the side lot lines on any lot in this residence district nor within 10 feet of any side lot or rear lot line, and no such boat, trailer or plane shall be stored or maintained in such manner as to constitute an attractive nuisance or hazard to children.~~ Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

(a) No more than two (2) of the items may be kept or stored in the front yard or driveway.

(b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.

(c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.

(d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(5) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE XXXIV, Multifamily Residential Professional Office Zone

§ 108-169. Uses.

B. Accessory uses. ~~These uses customarily incidental to any of the above permitted uses when located on the same lot and not involving the conduct of a business.~~

(1) ~~Those uses customarily incidental to any of the above permitted uses when located on the same lot and not involving the conduct of a business.~~

(2) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

(a) No more than two (2) of the items may be kept or stored in the front yard or driveway.

(b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.

(c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.

(d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(3) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE XXXVII, Riverfront Corridor (RFC) Zoning Use District

§ 108-188. Uses.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

(1) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

(a) No more than two (2) of the items may be kept or stored in the front yard or driveway.

(b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.

(c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.

(d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(2) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE XLIX, Commercial/Residential Campus (CRC) Zoning Use District

§ 108-270. Uses.

B. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

(1) Home occupations.

(2) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

(a) No more than two (2) of the items may be kept or stored in the front

yard or driveway.

(b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.

(c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.

(d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(3) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE LII, Rural Corridor (RLC) Zoning Use District

§ 108-282. Uses.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

(1) Farmstands.

(2) Wine tasting rooms.

(3) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

(a) No more than two (2) of the items may be kept or stored in the front yard or driveway.

(b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.

(c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.

(d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(4) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

§ 108-290. Uses.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

(1) Home occupations.

(2) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

(a) No more than two (2) of the items may be kept or stored in the front yard or driveway.

(b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.

(c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.

(d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(3) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE LVI, Downtown Center 1: Main Street (DC-1) Zoning Use District

§ 108-298. Uses.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

(1) Artists' studios, provided that they occupy 40% or less of a principal residence or are located in a detached accessory building on a residential pare, and do not exceed 1,000 square feet of floor area.

(2) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

(a) No more than two (2) of the items may be kept or stored in the front yard or driveway.

(b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.

(c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.

(d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(3) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE LVIII, Downtown Center 3: Office (DC-3) Zoning Use District

§ 108-306. Uses.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

(1) Home occupations, but not in apartment buildings.

(2) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

(a) No more than two (2) of the items may be kept or stored in the front yard or driveway.

(b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.

(c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.

(d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(3) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE LIX, Downtown Center 4: Office/Residential Transition (DC-4) Zoning Use District

§ 108-310. Uses.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

(1) Artists' studios, provided that they occupy 40% or less of a principal residence or are located in a detached accessory building on a residential parcel, and do not exceed 1,000 square feet of floor area.

(2) Dormitories supporting a place of higher education.

(3) Home occupations.

(4) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

(a) No more than two (2) of the items may be kept or stored in the front yard or driveway.

(b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.

(c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.

(d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(5) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

ARTICLE LX, Downtown Center 5: Residential (DC-5) Zoning Use District

§ 108-314. Uses.

C. Accessory uses. Accessory uses shall include those uses customarily incidental to any of the above permitted uses or specially permitted uses when located on the same lot. Specifically permitted are the following:

(1) Artists' studios, provided that they occupy 40% or less of a principal residence or are located in a detached accessory building on a residential parcel, and do not exceed 1,000 square feet of floor area.

(2) Home occupations.

(3) Home professional offices.

(4) Boats, trailers, airplanes or seaplanes.

Storage of any boat, house trailer, camp trailer, boat trailer, trailer, airplane, seaplane, or similar item shall be permitted as an accessory use only as follows:

(a) No more than two (2) of the items may be kept or stored in the front

yard or driveway.

(b) Items stored in the front yard or driveway shall not exceed fifteen (15) feet in overall length.

(c) Items must be stored ten (10) feet from any front lot line, 60 feet from a side street line and rear street line, and 25 feet from any side lot line or rear lot line.

(d) No such item shall be stored or maintained in such a manner or location as to constitute a hazard to the general public.

(5) Storage containers and dumpsters.

One (1) storage container or dumpster under thirty (30) cubic yards may be placed in a front yard, side yard, rear yard or driveway for a period not to exceed twenty one (21) days within any calendar year. Such storage container or dumpster shall not be kept or stored within ten (10) feet of any front, side, and rear lot lines.

* Underline represents addition(s)

Adopted

7/10/05

**AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS
REPAINTING OF PLANT NO. 8 STAND PIPE**

Adopted _____

Resolution # 657

Councilperson COUNCILMAN BARTUNEK offered the following resolution which was seconded by Councilperson COUNCILMAN DENSIESKI

RESOLVED, that the town Clerk be and is hereby authorized to publish and post the attached Notice of Bidders in the July 14, 2005, edition of the Traveller Watchman Newspaper, with regard to receiving bids for the repainting of Plant No. 8 Stand Pipe, and be it further

RESOLVED, that the town Clerk shall forward certified copies of this resolution to Gary Pendzick, H2M, and Frank Isler, Esq.

THIS RESOLUTION PREAPRED BY FRANK A. ISLER FOR THE RIVERHEAD WATER DISTRICT

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

The Town Board of Riverhead will receive bids for the **REPAINTING OF PLANT NO. 8 STAND PIPE** for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, 11:00 A.M, on **Thursday, July 28th 2005**, at which time and place all bids will be publicly opened and read for:

**PROJECT NO.: RDWD 04-02,
REPAINTING OF PLANT NO. 8 STAND PIPE**

Contract documents, including drawings and technical specifications, are on file at the following offices:

Town Clerk, Town of Riverhead
Town Hall, 200 Howell Avenue
Riverhead, New York 11901

Holzmacher, McLendon & Murrell, P.C.
575 Broad Hollow Road
Melville, New York 11747

Copies of the contract documents may be obtained at the above locations on or after **July 14th, 2005** upon deposit of Fifty Dollars (\$50.00) in cash, certified check, bank money order or postal money order, made payable to the TOWN OF RIVERHEAD for each set furnished.

Deposits for Plans and Specifications will be refunded to Bidders who return same in good condition within ten (10) days. Other deposits will either be partially or not refunded if the Plans and Specifications have not been returned in good condition within thirty (30) days after bids have been opened.

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the TOWN OF RIVERHEAD as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD WATER DISTRICT

BARBARA GRATTAN, TOWN CLERK

DATED: July 14, 2004

Adopted

7/5/05

**ORDER CALLING PUBLIC HEARING
LEASE AGREEMENT WITH OMNIPOINT COMMUNICATIONS,
INC.**

PULASKI STREET TANK, RIVERHEAD WATER DISTRICT

RESOLUTION # 658

ADOPTED _____

COUNCILMAN DENSIESKI

Councilperson _____ offered the following resolution
which was seconded by Councilperson **COUNCILWOMAN SANDERS** _____.

WHEREAS, an agreement has been proposed between the Riverhead Water District (hereinafter referred to as Lessor) and Omnipoint Communications, Inc. (hereinafter referred to as Lessee) wherein Lessee desires to use a portion of premises owned by the Riverhead Water District for the installation, maintenance and operation of a wireless personal communications service system facility, and

WHEREAS, Lessee agrees to lease from Lessor certain space on the water tank at Pulaski Street, Riverhead, New York, for the installation and operation of wireless antennas and appurtenances, and

WHEREAS, the specific terms and conditions have been reduced to writing and are contained in a certain proposed lease agreement which is attached hereto as Exhibit A and which is also on file with the Riverhead Town Clerk and available for review during normal business hours, and

WHEREAS, the Town Board desires to call a public hearing to consider the aforementioned lease agreement,

NOW, THEREFORE, BE IT

RESOLVED, the Town Clerk be and is hereby authorized to publish and post a Notice of Public Hearing to be held on the 2nd day of August, 2005, at 2:15 p.m. at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons with regard to the Riverhead Water District entering into a lease agreement with Omnipoint Communications, Inc. to lease certain space located at the Pulaski Street Tank Riverhead, New York, for the installation and operation of wireless antennas and appurtenances, and

BE IT FURTHER

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post a copy of this resolution in full in the July 21st edition of the Traveler Watchman, and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Gary Pendzick, Frank Isler, Esq., and William Anderson at Omnipoint.

BY ORDER OF THE RIVERHEAD TOWN BOARD
BARBARA GRATTAN, TOWN CLERK

Dated: July 6, 2005
Riverhead, NY

THIS RESOLUTION PREPARED BY FRANK ISLER, ESQ., FOR THE RIVERHEAD
WATER DISTRICT

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Denieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

LEASE

THIS LEASE (this "Lease") is made by and between the Town of Riverhead Water District, a New York municipal corporation ("Landlord") and Omnipoint Communications, Inc, a Corporation ("Tenant").

1. Premises

(a) Upon the Commencement Date (as defined below), Landlord hereby leases to Tenant the use of that portion of the watertank ("Watertank") and property, together with easements for access and utilities, generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 1035 Pulaski Road, Riverhead, New York, 11901 (the "Property"), comprises approximately TWO HUNDRED AND FIFTY (250) square feet.

(b) Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soil tests, and other engineering procedures or environmental investigations on the property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property without first obtaining Landlord's written consent. Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property.

2. Term. The initial term of the Lease shall be five (5) years commencing upon completion of construction (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of a wireless communication facility, of and including utility lines, transmission lines, three (3) ground-level electronic equipment cabinets, six (6) antennae and appurtenances, on Landlord's Watertank and grounds located on the Property, said Property and installation being substantially shown on Exhibits "A" and "B" attached hereto, and made a part hereof, for the purposes hereinafter set forth.

4. Rent.

(a) Tenant shall pay Landlord, as rent THIRTY FOUR THOUSAND NINE HUNDRED AND NINETY TWO and 00/100 Dollars (\$34,992.00) per year ("Rent"), payable in equal monthly installments in the amount of TWO THOUSAND NINE HUNDRED AND SIXTEEN and 00/100 Dollars (\$2,916.00), subject to three percent (3%) annual increases during the Initial Term to take effect on the anniversary date of the Commencement Date. Rent shall be payable within twenty (20) days following the Commencement Date prorated for the remainder of the month in which the Commencement Date falls and thereafter Rent will be payable monthly in advance by the fifth day of each month to The Town of Riverhead Water District at Landlord's address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant.

(b) As additional consideration, within thirty (30) days of full execution of this Lease, Tenant shall provide Landlord with a security deposit ("Security Deposit") in the amount of SIX THOUSAND and 0/100 Dollars (\$6,000.00) as security for the faithful performance by Tenant of the terms, covenants, and conditions of this Lease.

5. Renewal. Tenant shall have the right to extend this Lease for five (5) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be adjusted on the basis of changes in the index number set forth in "Consumer Price Index for Urban Wage Earners and Clerical Workers - All Items, U.S. City Average" (1982-1984=100) published by the Bureau of Labor Statistics, United States Department of Labor ("CPI") as follows: the Rent payable for each Renewal Term following the Initial Term shall be determined by multiplying the rent payable during the preceding lease year of the preceding term by the sum of (i) one, plus (ii) the percentage increase in the CPI during the preceding five (5) year term, provided however, that in no event shall the Rent for such lease term exceed one hundred twenty percent (120%) of the Rent for the immediately preceding Rent payment period.

Landlord shall undertake the above-referenced Rent adjustment computation. Until such time as Landlord makes such computation and provides Tenant with documentation of any rental adjustment, Tenant shall pay to Landlord the Rent in the identical annual amounts paid by Tenant in the last year of the lease term preceding the rental adjustment and, in the event the rental adjustment computation provided by Landlord requires an increase in the amount of the annual Rent, Tenant shall, within thirty (30) days following Landlord giving notice to Tenant of the computation of any such increase, pay to Landlord the amount of such increase.

at any time the CPI ceases to incorporate a significant number of items, if a substantial change is made in the method of establishing CPI, or if issuance of the CPI shall be discontinued, then the Landlord and Tenant shall mutually agree upon another standard recognized cost of living index issued by the United States Government or, if none, another appropriate index as a substitute for the index so discontinued. In either case, the substitute index chosen shall result in increases in the Rent similar to those that had been, or would have been, generated by the CPI.

This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice. Notwithstanding anything to the contrary in this Lease, Landlord and Tenant agree that each parties liability

arising under this Lease shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities.

7. Improvements: Utilities: Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, watertank and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"), as such location based system may be required by any county, state, or federal agency/department. Following the initial installation of the Antenna Facilities (except normal maintenance and upgrades that do not change the physical appearance of the Antenna Facilities), Tenant agrees not to install any equipment on the Premises or change the frequency, power, or type of its Antenna Facilities on the Premises without first submitting to Landlord a written proposal regarding the proposed configuration and obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned if (i) the proposed installation or changed, altered, or improved frequency, power or type of Antenna Facilities is a use that does not require additional Premises space beyond the existing Premises space or impose any increased stresses or loads on the Premises in excess of applicable engineering standards; (ii) such installation or changed, altered, or improved frequency, power, or type of Antenna Facilities is authorized by law and is to be made or installed in accordance with good engineering practices, and (iii) the proposed configuration does not interfere with the transmitters, receivers and equipment of other subtenants or licensees existing on the Premises or on the Premises at the date when Landlord receives the aforementioned written proposal. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall not interfere with any aspects construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below) ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference. The Antenna Facilities shall remain the exclusive property of the Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an Easement in, under and across the Property for Rent paid under this Lease, Landlord hereby grants Tenant an Easements in, under and across the Property for ingress, egress, utilities and access (including access for the

purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installations of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Landlord shall notify Tenant within sixty (60) days prior to performing any scheduled maintenance on the Watertank, including but not limited to painting the Watertank and inform Tenant of the nature and duration of the scheduled maintenance. In the event Tenant determines that the scheduled maintenance will interfere with Tenant's operations, Tenant shall be permitted to erect temporary facilities or a cell-on-wheels ("COW") on the Property in a location satisfactory to both Tenant and Landlord for the duration of the scheduled maintenance and Tenant shall promptly remove the temporary facilities or COW upon Landlord's completion of the scheduled maintenance. Landlord shall not be required to notify Tenant before performing any emergency maintenance on the Watertank.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon ninety (90) days' written notice by tenant if the Property of the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt written notice thereof to cure or (ii) commits a material breach of this Lease and fails diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other fee which are directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to the Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance.

(a) Tenant will provided Commercial General Liability Insurance in an aggregate amount of Three Million and no/100 Dollars (\$3,000,000.00), naming Landlord as an additional insured on the policy. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

Omnipoint Communications, Inc.
2920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to: Attn: Legal Dept.

With a copy to:

Omnipoint Communications, Inc.
4 Sylvan Way
Parsippany, NJ 07054
Attn: Lease Administrator Manager

If to Landlord, to:

Town of Riverhead Water District
1035 Pulaski Street
Riverhead, NY 11901

With a copy to:

Riverhead Town Supervisor c/o Town Clerk
200 Howell Avenue
Riverhead, NY 11901

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and encumbered title to the property and the Watertank free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other

Site Number: LI-13-531
Site Name: Riverhead Water District
Market: Long Island

agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above), upon written notice to Landlord, to any person or business entity which is authorized pursuant to and FCC licensed to, operate a wireless communications business, is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

Additionally, Tenant may, upon written notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgages or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supercedes all offers, negotiations and other agreements, with respect to the subject matter and property covered by this lease.

(c) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(d) This Lease shall be construed in accordance with the laws of the state of New York. The parties agree that the venue for any litigation arising from this Lease, the Tenant's use of the land, or the relationship of the parties as a result of this Lease, shall be either in the New York Supreme Court of Suffolk County or in the United States District Court for the Eastern District of New York.

(e) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(f) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(g) This lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(h) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of the Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all exhibits are incorporated herein for all purposes.

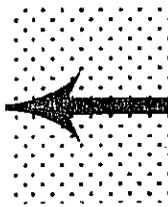
(i) If Landlord is represented by ~~any broker or any other leasing agent~~ or any other leasing agent, Landlord is responsible for all ~~commission fee or other payment to such agent~~ and agrees to indemnify and hold Tenant harmless from all ~~claims by such broker or anyone claiming through such broker~~. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and

agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Town of Riverhead Water District,
A New York municipal corporation

By: _____
Printed Name: _____
Its: _____
Date: _____



TENANT: Omnipoint Communications, Inc.
a Delaware limited liability company,

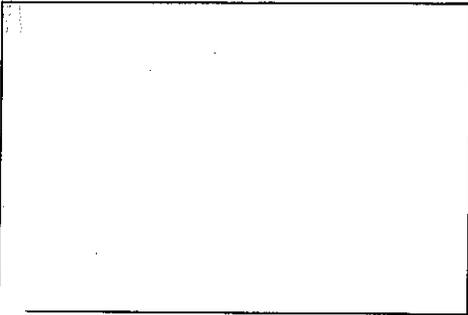
By: _____
Printed Name: _____
Its: _____
Date: _____

LANDLORD'S CERTIFICATE OF ACKNOWLEDGEMENT

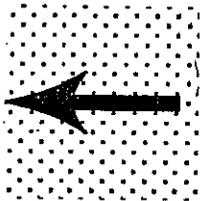
(Acknowledgement taken in New York State)

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) in the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public
Print Name _____
My commission expires _____



(Use this space for notary stamp/seal)

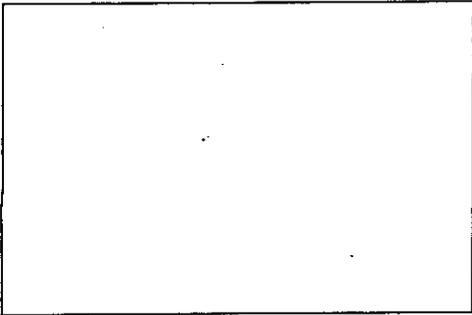
(Acknowledgement taken outside New York State)

*STATE OF _____)
) ss.
*COUNTY OF _____)

*(or insert District of Columbia, Territory, Possession or Foreign Country)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) in the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____.

(add the city or political subdivision and the state or country or other place the acknowledgement was taken)



Notary Public

Print Name _____

My commission expires _____

(Use this space for notary stamp/seal)

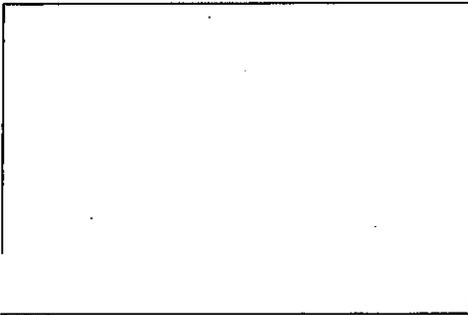
Site Number: LI-13-531
Site Name: Riverhead Water District
Market: Long Island

TENANT'S CERTIFICATE OF ACKNOWLEDGEMENT

(Acknowledgement taken in New York State)

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

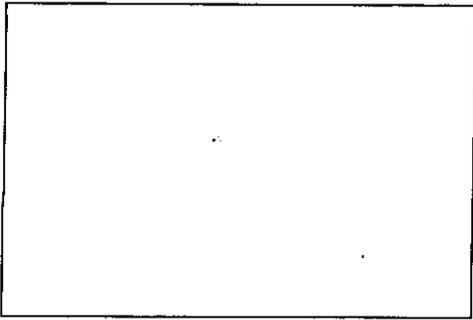
(Acknowledgement taken outside New York State)

*STATE OF _____)
) ss.
*COUNTY OF _____)

*(or insert District of Columbia, Territory, Possession or Foreign Country)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) in the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____

(Add the city or other subdivision, state or country or other place the acknowledgement was taken)



Notary Public _____
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

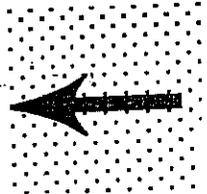
Site Number: LI-13-531
Site Name: Riverhead Water District
Market: Long Island

EXHIBIT A
Legal Description

The Property is legally described as follows:

ALL that tract or parcel of land, situate in the Village of Riverhead, County of Suffolk and State of New York, designated as District: 600, Section: 124, Block: 01, Lot: 027, more particularly bounded and described as follows:

On the north by the Old Country Road (sometimes known as Cemetery Avenue or Harrison Street) on the east by property now or formerly of Fanny A. Brown; on the south by property now or formerly of Sadie Bauer and Long Island Railroad Company; on the west by property now or formerly belonging to the Dayton Estate, said property herein being known and designated as and by the lot numbers thirty-five (35), thirty six (36), thirty-seven (37), thirty-eight (38), thirty-nine (39), forty (40), forty-one (41), forty-two (42) and forty-three (43) on a certain map entitled "Map of Parkway Terrace Sites, property of Harry Lee, R.W. Duvall and J. Fred Dugan, situated at Riverhead, NY, which said map was filed in the office of the Clerk of the County of Suffolk, State of New York, on March 22nd, 1909", and numbered 342. TOGETHER with the appurtenances and all the estate and rights of the said parties of the first part in and to said premises.



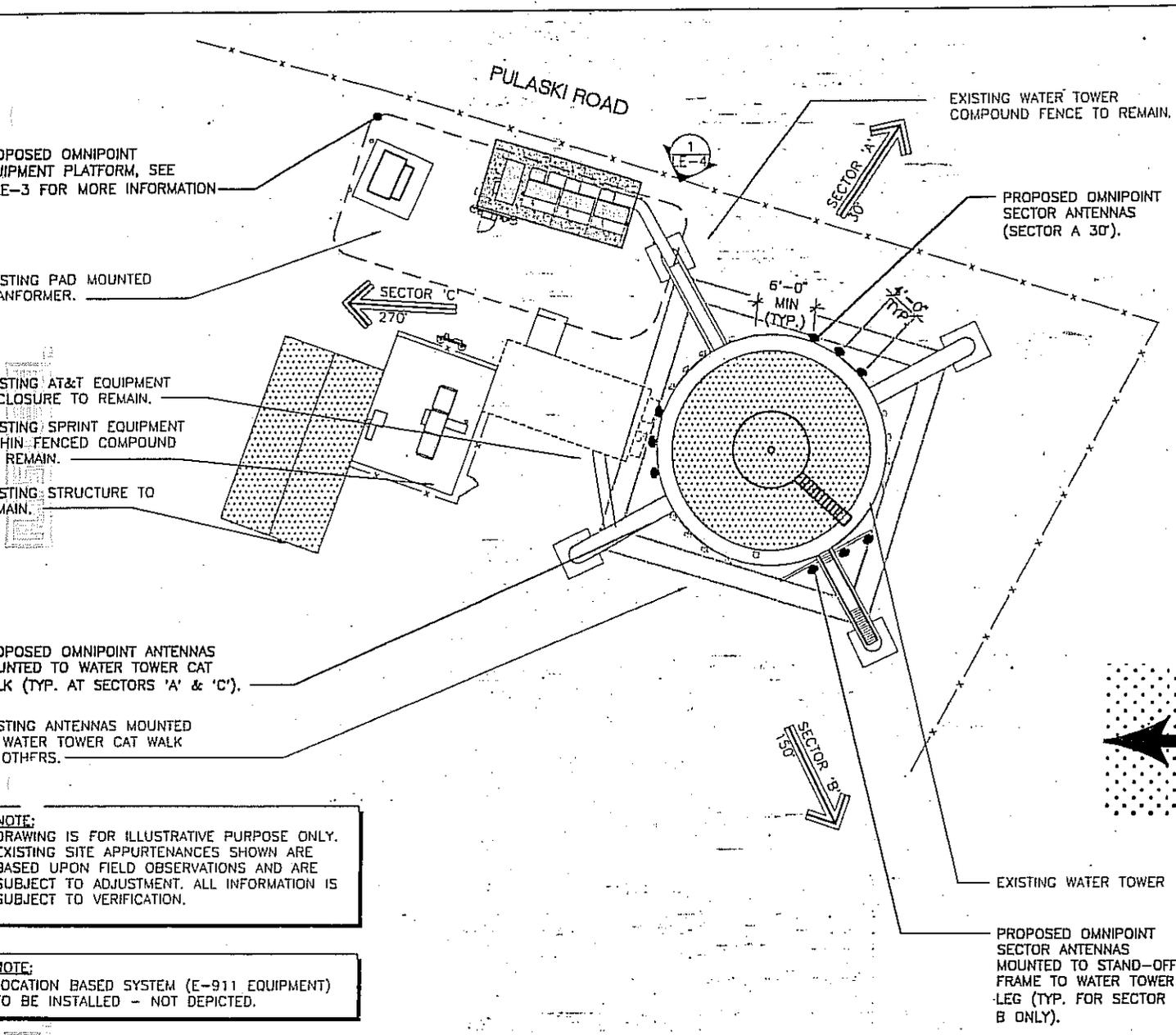
Site Number: LI-13-531
Site Name: Riverhead Water District
Market: Long Island

EXHIBIT B

The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:

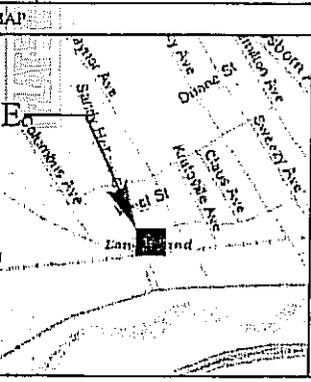
PLEASE SEE ATTACHED LEASE EXHIBITS (3 Pages).

Site Number: LI-13-531
Site Name: Riverhead Water District
Market: Long Island



PART SITE PLAN

SCALE: 1"=20'-0"



| SECTOR | EXISTING CABLES | | | NEW CABLES | | | EXISTING ANTENNAS | NEW ANTENNAS | EXISTING CABINETS | NEW CABINETS |
|--------------|-----------------|----------|------------|------------|---------|------------|-------------------|--------------|-------------------|--------------|
| | QTY. | CABLE Ø | LENGTH | QTY. | CABLE Ø | LENGTH | | | | |
| ALPHA | 0 | 0 | 00' | 12 | 1 5/8" | 160' | 0 | 3/SECTOR | 0 | 1 |
| BETA | 0 | 0 | 00' | 12 | 1 5/8" | 180' | 0 | 3/SECTOR | 0 | 1 |
| GAMMA | 0 | 0 | 00' | 12 | 1 5/8" | 180' | 0 | 3/SECTOR | 0 | 1 |
| TOTAL | 0 | 0 | 00' | 36 | | 00' | 0 | 9 | 0 | 3 |

- NOTE:**
- LEASE EXHIBITS SUBMITTED ARE A CONCEPTUAL DESIGN OF THE LEASE AGREEMENT ONLY. ACTUAL ARCHITECTURAL/ENGINEERING CONSTRUCTION DOCUMENTS MAY VARY TO COMPLY WITH ALL BUILDING CODES AND ANY UNFORSEEN CONDITIONS.
 - THE INFORMATION SHOWN IS TAKEN FROM A TAPE SURVEY PERFORMED BY "WILLIAM F. COLLINS, AIA ARCHITECTS, LLP DURING THE SITE VISIT.
 - LOCATION SHOWN IS APPROXIMATE. FINAL LOCATION SHALL BE DETERMINED IN THE DESIGN PHASE.
 - 24/7 ACCESS IS REQUIRED FOR SERVICE TECHNICIAN.
 - CONSTRUCTION DRAWINGS SIGN-OFF BY OWNER SHALL SUPERCEDE LEASE EXHIBIT.
 - ELECTRIC AND TELEPHONE UTILITIES SHALL BE CONFIRMED PRIOR TO CONSTRUCTION DOCUMENT PHASE.

**WILLIAM F. COLLINS, AIA
 ARCHITECTS, LLP**
 TECHNOLOGY DRIVE RIVERHEAD, NY 11901
 TEL: 631-618-4450 FAX: 631-618-4439

05-0188
 DRAWN BY:
L.S.
 SCALE:
AS NOTED

Omnipoint COMMUNICATIONS INC.
 4 SYLVAN WAY
 PARSIPPANY, NJ 07054

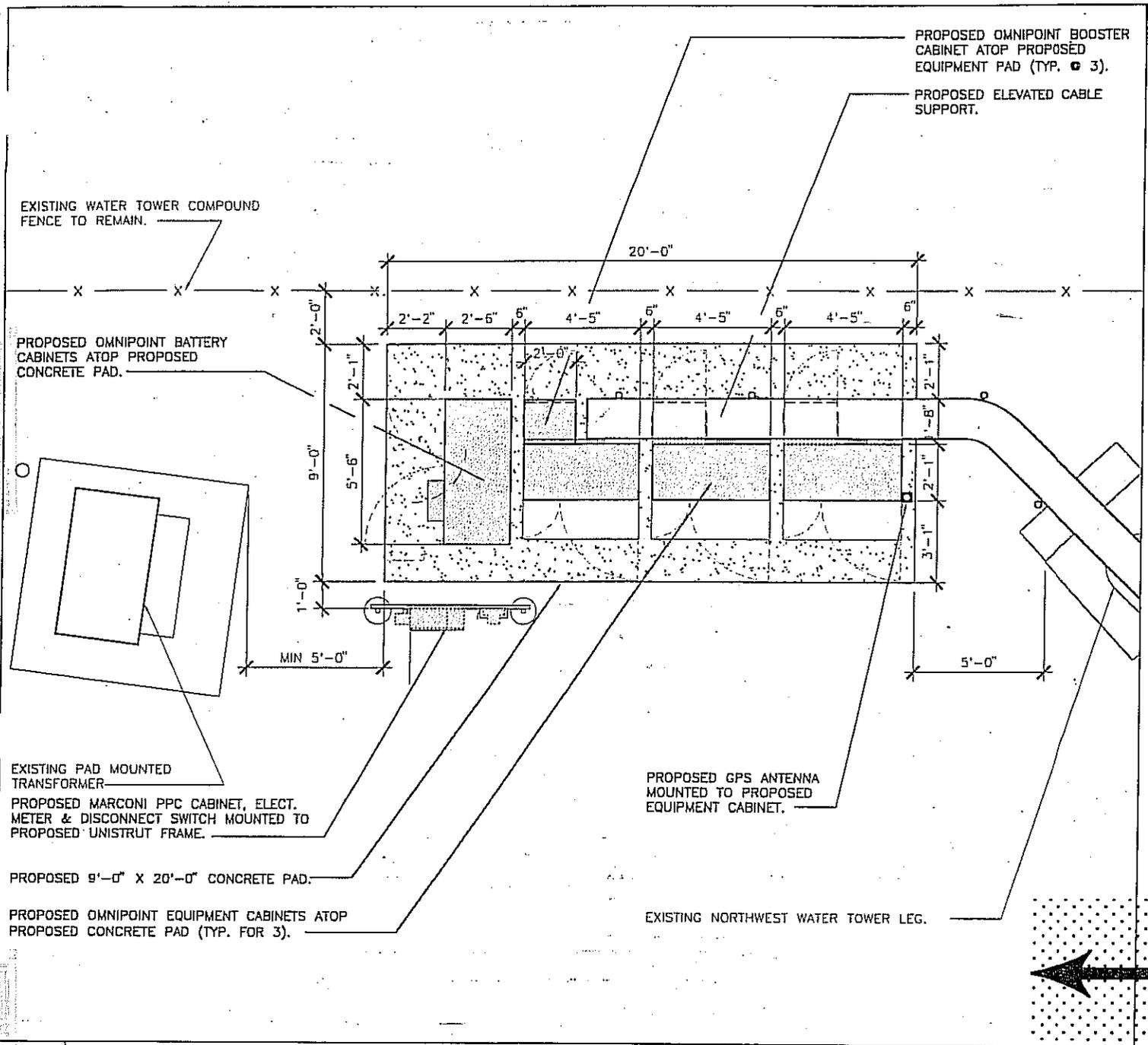
THIS DOCUMENT IS THE PROPERTY AND COPYRIGHTED WORK OF OMNIPPOINT FACILITIES NETWORK 2, LLC. ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED.

DRAWING TITLE:
ROOF PLAN

PROJECT TITLE:
RIVERHEAD WATER TANK

PROJECT ADDRESS:
**1035 PULASKI STREET
 RIVERHEAD, NY 11901**

| | | | |
|-------------|----------|--------|------|
| 1 | 03/30/05 | | |
| 0 | 03/17/05 | | |
| REV. | DATE | REV. | DATE |
| SITE ID # | | REV. # | |
| LI-13-531-C | | | |
| DRAWING NO: | REV. # | | |
| LE-2 | 1 | | |



EQUIPMENT LAYOUT

SCALE: 1/8"=1'-0"

STRUCTURAL NOTES:

DRAWINGS DEPICT THE INSTALLATION OF PROPOSED ANTENNAS, MOUNTING FRAMES, CABLING, ETC. THAT ARE TO BE PLACED ON AN EXISTING WATER TOWER. A STRUCTURAL ANALYSIS SHALL BE PERFORMED BY OTHERS.

| AREA EQUIPMENT IS TO OCCUPY | |
|-----------------------------|-----------------|
| EXISTING AREA | 477 SQUARE FEET |
| PROPOSED AREA | 180 SQUARE FEET |
| TOTAL AREA | 557 SQUARE FEET |

NOTE:

- LEASE EXHIBITS SUBMITTED ARE A CONCEPTUAL DESIGN OF THE LEASE AGREEMENT ONLY. ACTUAL ARCHITECTURAL/ENGINEERING CONSTRUCTION DOCUMENTS MAY VARY TO COMPLY WITH ALL BUILDING CODES AND ANY UNFORSEEN CONDITIONS.
- THE INFORMATION SHOWN IS TAKEN FROM A TAPE SURVEY PERFORMED BY "WILLIAM F. COLLINS, AIA ARCHITECTS, LLP DURING THE SITE VISIT.
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- 24/7 ACCESS IS REQUIRED FOR SERVICE TECHNICIAN.
- CONSTRUCTION DRAWINGS SIGN-OFF BY OWNER SHALL SUPERCEDE LEASE EXHIBIT.
- ELECTRIC AND TELEPHONE SERVICES SHALL BE CONFIRMED PRIOR TO CONSTRUCTION DOCUMENT PHASE.

**WILLIAM F. COLLINS, AIA
ARCHITECTS, LLP**
10-1 TECHNOLOGY DRIVE SETAUKET, NY 11711
VOICE: 811-429-4132 DATA: 811-429-4148

WFC REGISTERED PROFESSIONAL ARCHITECT
NO. 1780
DRAWN BY:
L.S.
SCALE:
AS NOTED

OMNIPPOINT COMMUNICATIONS INC.
4 SYLVAN WAY
PARSIPPANY, NJ 07054

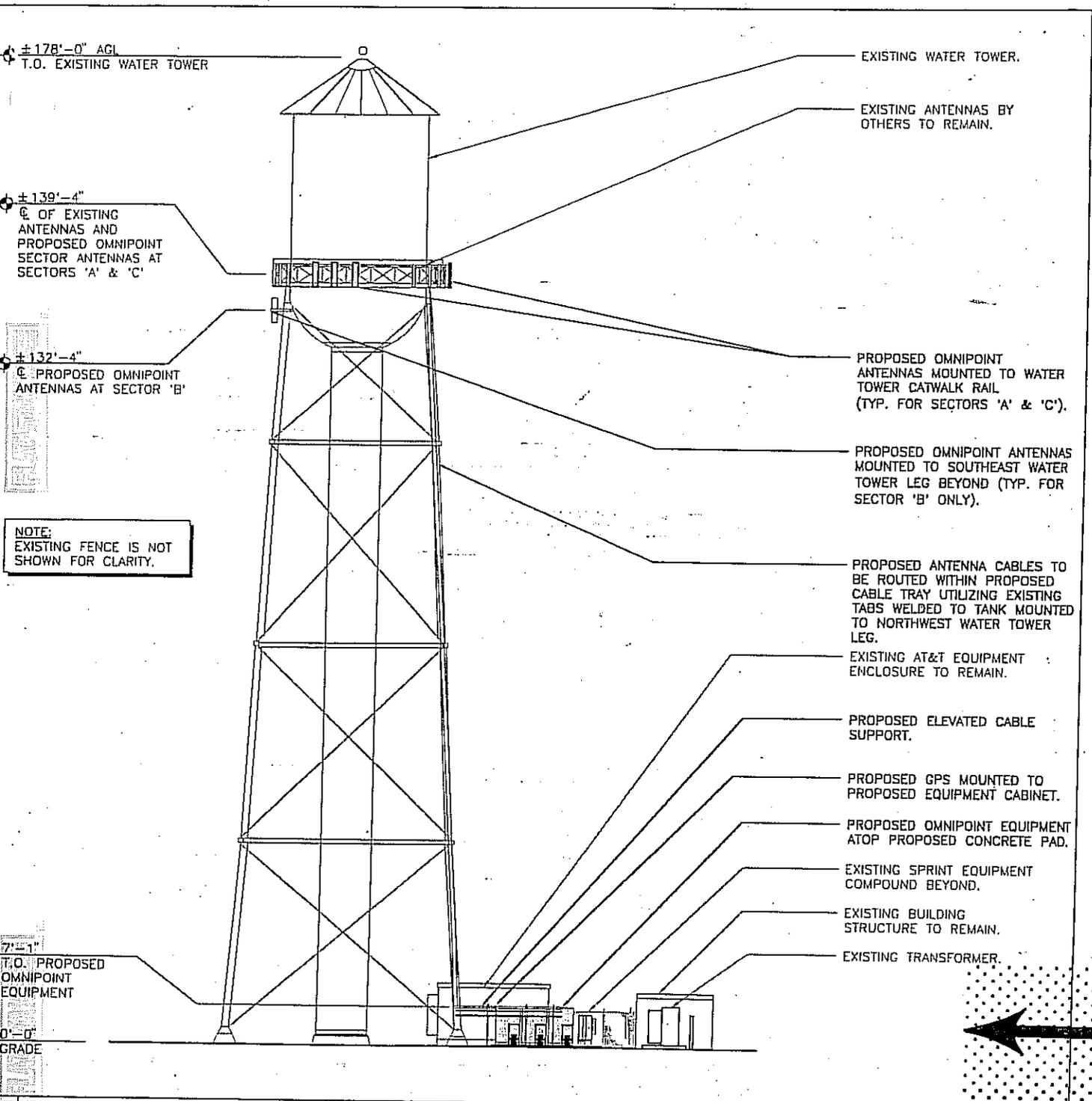
THIS DOCUMENT IS THE PROPERTY AND COPYRIGHTED WORK OF OMNIPPOINT FACILITIES NETWORK 2, L.L.C. ANY IMPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED

DRAWING TITLE:
EQUIPMENT LAYOUT

PROJECT TITLE:
RIVERHEAD WATER TANK

PROJECT ADDRESS:
**1035 PULASKI STREET
RIVERHEAD, NY 11901**

| | | | |
|-------------|----------|-------------|------|
| 1 | 03/30/05 | | |
| 0 | 03/17/05 | | |
| REV. | DATE | REV. | DATE |
| SITE ID # | | LI-13-531-C | |
| DRAWING NO: | LE-3 | REV. # | 1 |



NORTH ELEVATION

SCALE: 1"=25'-0"

EXHIBITS SUBMITTED ARE A CONCEPTUAL DESIGN OF THE LEASE AGREEMENT ONLY. ACTUAL ARCHITECTURAL/ENGINEERING CONSTRUCTION DOCUMENTS MAY VARY TO
 LY WITH ALL BUILDING CODES AND ANY UNFORSEEN CONDITIONS.
 INFORMATION SHOWN IS TAKEN FROM A TAPE SURVEY PERFORMED BY "WILLIAM F. COLLINS, AJA ARCHITECTS, LLP DURING THE SITE VISIT.
 ION SHOWN IS APPROXIMATE. FINAL LOCATION SHALL BE DETERMINED IN THE DESIGN PHASE.
 ACCESS IS REQUIRED FOR SERVICE TECHNICIAN.
 RDUCTION DRAWINGS SIGN-OFF BY OWNER SHALL SUPERCEDE LEASE EXHIBIT.
 RUC AND TELEPHONE SERVICES SHALL BE CONFIRMED PRIOR TO CONSTRUCTION DOCUMENT PHASE.

**WILLIAM F. COLLINS, AIA
 ARCHITECTS, LLP**
 100 LOGGY DRIVE, RETAIKET, NY 11133
 631-449-8410 DATA: 631-449-4419

| |
|-----------------|
| DATE: 05-01-88 |
| DRAWN BY: L.S. |
| SCALE: AS NOTED |

**Omnipoint
 COMMUNICATIONS INC.**
 4 SYLVAN WAY
 PARSIPPANY, NJ 07054

THIS DOCUMENT IS THE PROPERTY AND COPYRIGHTED WORK OF
 OMNIPOINT FACILITIES NETWORK, L.L.C. ANY REPLICATION OR USE
 WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED

DRAWING TITLE:
NORTH ELEVATION

PROJECT TITLE:
RIVERHEAD WATER TANK

PROJECT ADDRESS:
**1035 PULASKI STREET
 RIVERHEAD, NY 11901**

| | | | |
|-------------|----------|--------|------|
| REV. | DATE | REV. | DATE |
| 1 | 03/30/05 | | |
| 0 | 03/17/05 | | |
| SITE ID # | | DATE | |
| LI-13-531-C | | | |
| DRAWING NO. | | REV. # | |
| LE-4 | | 1 | |

EXHIBIT C

**Memorandum
of
Lease**

Memorandum of Lease

Assessor's Parcel Number: 600-124-01-027

Between the Town of Riverhead Water District, A New York municipal corporation ("Landlord") and
Omnipoint Communications, Inc., a Delaware Corporation ("Tenant")

A Lease (the "Lease") made by and between Town of Riverhead Water District, a New York municipal corporation ("Landlord"), and
Omnipoint Communications, Inc., a Delaware Corporation ("Tenant") was made regarding a portion of the following property:

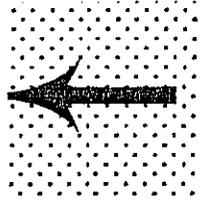
See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant
shall have the right to extend this Lease for five (5) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

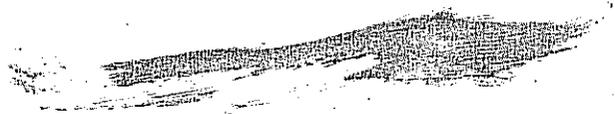
LANDLORD: Town of Riverhead Water District,
a New York municipal corporation

By: _____
Printed Name: _____
Its: _____
Date: _____



TENANT: Omnipoint Communications, Inc.
a Delaware corporation

By: _____
Printed Name: _____
Its: _____
Date: _____



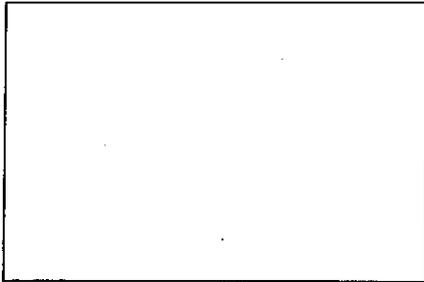
[Notary block for Landlord]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

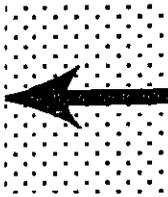
This instrument was acknowledged before me on _____ by _____, [title]
_____ of _____ a _____ [type of entity], on behalf of said
_____ [name of entity].

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

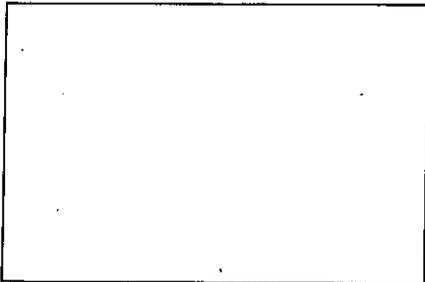


[Notary block for Individual]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____

Dated: _____



(Use this space for notary stamp/seal)

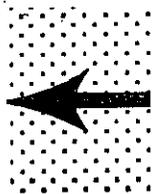
Notary Public
Print Name _____
My commission expires _____

Memorandum of Lease EXHIBIT A
Legal Description

The Property is legally described as follows:

ALL that tract or parcel of land, situate in the Village of Riverhead, County of Suffolk and State of New York, designated as District: 600, Section: 124, Block: 01, Lot: 027, more particularly bounded and described as follows:

On the north by the Old Country Road (sometimes known as Cemetery Avenue or Harrison Street) on the east by property now or formerly of Fanny A. Brown; on the south by property now or formerly of Sadie Bauer and Long Island Railroad Company; on the west by property now or formerly belonging to the Dayton Estate, said property herein being known and designated as and by the lot numbers thirty-five (35), thirty six (36), thirty-seven (37), thirty-eight (38), thirty-nine (39), forty (40), forty-one (41), forty-two (42) and forty-three (43) on a certain map entitled "Map of Parkway Terrace Sites, property of Harry Lee, R.W. Duvall and J. Fred Dugan, situated at Riverhead, NY, which said map was filed in the office of the Clerk of the County of Suffolk, State of New York, on March 22nd, 1909", and numbered 342. TOGETHER with the appurtenances and all the estate and rights of the said parties of the first part in and to said premises.



Site Number: LI-13-531
Site Name: Riverhead Water District
Market: Long Island

a copy of this resolution in full in the July 21st edition of the Traveller Watchman, and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Gary Pendzick, Frank Isler, Esq., and Marie Russo at Highlander Consultants, Inc.

BY ORDER OF THE RIVERHEAD TOWN BOARD
BARBARA GRATTAN, TOWN CLERK

Dated: July 6, 2005
Riverhead, NY

THIS RESOLUTION PREPARED BY FRANK ISLER, ESQ., FOR THE RIVERHEAD WATER DISTRICT

THE VOTE
Bartunek ✓ yes ___ no Sanders ✓ yes ___ no
Blass ✓ yes ___ no Densieski ✓ yes ___ no
Cardinale ✓ yes ___ no
THE RESOLUTION ~~WAS~~ WAS NOT
THEREFORE DULY ADOPTED



HIGHLANDER CONSULTANTS, INC.

March 21, 2005

Via Fed Ex

Richard Ehlers, Esq.
456 Griffing Avenue
Riverhead, NY 11901

Re: Proposed New Cingular Wireless PCS, LLC Lease
Agreement with Riverhead Water District
(Plant #9 Lewin Hills, Wading River, NY)
Our Site No.: LI-1033

Dear Mr. Ehlers:

Enclosed herewith please find a draft lease in regard to the above mentioned site. The enclosed lease is an exact replica of the lease Cingular signed with the Riverhead Water Authority in regard to site located at Route 58 also known as Old Country Road, Riverhead, NY.

The changes to the lease are as follows:

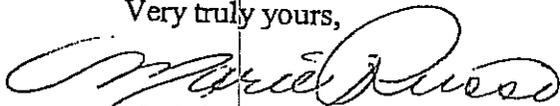
1. The entity name "LIN Cellular Communications Corp (NY), LLC, a New York limited liability company successor in interest to Cellular Telephone Company has been changed to New Cingular Wireless, PCS, LLC, a New York limited liability company . (This change is due to the finalization of the merger of AT&T with Cingular).
2. The location has been changed to Lewin Hills, Riverhead.
3. In item 12. ACCESS: There is no mention of a separate agreement for easement.
4. In item 17. NOTICES: The notice is given to: New Cingular Wireless PCS, LLC Lease Administration, c/o Wireless Asset Management, Re: New Cingular Wireless Cell Site No: NYCENY1033, Cell Site Name: West Wading River, PO Box 2088, Rancho Cordova, CA 95741-2088

*99 West Main Street, East Islip, N.Y. 11730
(631) 581-8105 Office, (631) 581-8205 Fax*

New Cingular Wireless, PCS, LLC, Attn: Legal Department, Re: Cingular Wireless
Cell Site No. NYCENY1033, Cell Site Name: West Wading River, 150 Mt. Airy
Road, Basking Ridge, NJ 07920

Please contact this office upon your review of the enclosed lease and we will forward
executable leases.

Very truly yours,



Marie Russo

Cc: Mr. Gary Pendzick *Fedex*
Ms. Jacalyn Fleming *Reg Mail*

*99 West Main Street, East Islip, N.Y. 11730
(631) 581-8105 Office, (631) 581-8205 Fax*

Market: Long Island
Cell Site Number: NYCENY1033
Cell Site Name: West Wading River

N.Y. STRUCTURE LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by The Riverhead Water District, a New York municipal corporation, having a mailing address of 1035 Pulaski Street, Riverhead, New York 11901 (hereinafter referred to as "Landlord") and NEW CINGULAR WIRELESS PCS, LLC, a New York limited liability company, having a mailing address of PO Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at Lewin Hills, Riverhead, in the County of Suffolk, State of New York (collectively, the "Property") as described on attached Exhibit 1. Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. LEASE OF PREMISES.** Landlord leases to Tenant a certain portion of the Property consisting of (a) a room/cabinet/ground area space of approximately 250 square feet; and (b) space on the structure together with such easements as are necessary for the antennas and initial installation as described on attached Exhibit 2 (collectively, the "Premises").
- 2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 2 If Exhibit 2 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 2. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, replace, upgrade, and expand the equipment with equipment of similar size and dimension at any time during the term of this Agreement. In the event of replacement of equipment on tank equipment Tenant will give 24 hour telephonic notice at 631-727-2000 Ext 234. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all

applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) annual anniversary of the Effective Date.

(b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay the Landlord a monthly rental payment of Three Thousand Dollars and No/100 Dollars (\$3,000.00), ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) Beginning in year two of the initial Term, and each year thereafter the Rent will be calculated by a formula as follows:

$$\text{New Rent} = (\text{prior Rent}) \times (\text{CPI percentage increase}) + (\text{prior Rent})$$

"Consumer Price Index" will mean the Local Metropolitan Area Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers. In the event the Consumer Price Index is converted to a different standard reference based or otherwise revised, the determination of new Rent will be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as be published by Prentice Hall, Inc., or any other nationally recognized publisher of similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as Landlord and Tenant may agree upon will be substituted for the Consumer Price Index. If they are unable to agree, then such matter will be submitted to arbitration.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event

Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or

(c) by Tenant on sixty (60) days prior written notice, for the reason of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

7. **INSURANCE.** Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$3,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. It is understood and agreed that the coverage afforded by Tenant's commercial general liability insurance also applies to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may materially adversely affect or interfere with Tenant's Communication Facility. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property which materially interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

10. ENVIRONMENTAL.

(a) To the best of Landlord's knowledge, Property free of hazardous substances as of the date of this Agreement, and the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, materially renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

11. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises and Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

12. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the agreement, reasonable wear and tear

and loss by casualty or other causes beyond Tenant's control expected. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

13. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is necessary and available, Landlord will read the meter on a monthly or quarterly basis and provide Tenant with the necessary usage data in a timely manner to enable Tenant to compute such utility charges. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

14. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

15. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to the Tenant's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merge, acquisition, or other business reorganization. Upon written notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

16. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC Lease Administration
c/o Wireless Asset Management
Re: Cingular Wireless Cell Site #: NYCENY-1033; Cell Site Name: West Wading River
PO Box 2088
Rancho Cordova, CA 95741-2088

with a copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cingular Wireless Cell Site #: NYCENY-1033; Cell Site Name: West Wading River
150 Mt. Airy Road
Basking Ridge, NJ 07920

If to Landlord:

Attn: Town Supervisor C/o Riverhead Town Clerk
200 Howell Avenue
Riverhead NY 11901

With a copy to:

Attn: Superintendent
Riverhead Water District
1035 Pulaski Street, Riverhead
New York 11901

Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

17. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire

or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

22. **TAXES.** Tenant will pay all personal and or franchise property taxes accessed on, or any portion of such taxes attributable to, the Communication Facility upon presentation of sufficient and proper documentation.

23. **SECURITY DEPOSIT.** At the commencement of this Agreement, Tenant will deposit with Landlord the sum of Six Thousand and No/100 Dollars (\$6,000.00) as security for the full and faithful performance of this Agreement by Tenant. Such sum will be segregated by Landlord in an interest bearing trust account identified for this Agreement. Upon the expiration or earlier termination of the Agreement as provided herein, said sum, or any balance thereof remaining after Landlord's rightful set-off against the deposit after a default (including the expiration of applicable grace periods), will be returned to Tenant along with any interest accrued thereon (less a one percent (1%) per annum fee to Landlord for management of the account).

24. **TENANT'S RIGHT TO PROTECT ITS EQUIPMENT.** Tenant, at its own expense, shall be required after notice by Landlord, to temporarily move or relocate its equipment on the water tower, if such action is necessary for the painting or other maintenance of the water tower by Landlord. Landlord assumes no responsibility for any equipment or other property of Tenant and it shall be Tenant's responsibility to provide for any necessary protection for its equipment and property in this instance. Landlord shall provide Tenant with at least sixty (60) days prior written notice if any such painting project, and will provide Tenant with adequate space for a temporary Cell-On-Wheels ("Cow") to allow Tenant's wireless communications services to remain uninterrupted.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

"LANDLORD"

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

Print Name: _____

NEW CINGULAR WIRELESS PCS, LLC,
a New York limited liability company

Print Name: _____

By: _____

Print Name: James Hormann

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ___ day of _____ in the year ___ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ___ day of _____ in the year ___ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY

Page 1 of 1

to the Agreement dated _____, 20005, by and between The Riverhead Water District, a New York municipal corporation. As Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a New York limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2005, by and between The Riverhead Water District, a New York municipal corporation, having a mailing address of 1035 Pulaski Street, Riverhead, New York 11901 (hereinafter referred to as "Landlord") and NEW CINGULAR WIRELESS PCS, LLC, a New York limited liability company, having a mailing address of P.O. Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Lease Agreement ("Agreement") on the ____ day of _____, 2005, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("Initial Term") commencing on the date that Tenant commences construction and ending on the last day of the month in which the fifth (5th) anniversary of the Commencement Date occurs, with five (5) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "Premises") is described in Exhibit 1 annexed hereto.
4. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

"LANDLORD"

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

Print Name: _____

NEW CINGULAR WIRELESS PCS, LLC,
a New York limited liability company

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY

Page 1 of 1

to the Agreement dated _____, 2005, by and between The Riverhead Water District, a New York municipal corporation.. As Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a New York limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

EXHIBIT 2

DESCRIPTION OF PREMISES

Page 1 of 4

to the Agreement dated _____, 2005, by and between The Riverhead Water District, a New York municipal corporation. As Landlord, and NEW CINGULAR WIRELESS PCS, LLC, a New York limited liability company, as Tenant.

The Premises are described on the Suffolk County Tax Map as:

Section: 57
Block: 1
Lot: 1.5

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

| | |
|---|---|
| Name | |
| Business name, if different from above | |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding | |
| Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

| |
|--------------------------------|
| Social security number |
| or |
| Employer identification number |

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

| | | |
|-----------|--------------------------|------|
| Sign Here | Signature of U.S. person | Date |
|-----------|--------------------------|------|

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Gary Pendzick, Frank Isler, Esq., and Steven Mark at Amato & Associates, P.C.

BY ORDER OF THE RIVERHEAD TOWN BOARD
BARBARA GRATTAN, TOWN CLERK

Dated: July 6, 2005
Riverhead, NY

THIS RESOLUTION PREPARED BY FRANK ISLER, ESQ., FOR THE RIVERHEAD
WATER DISTRICT

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Denisieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

In the event any ~~{such}~~ interference [with Tenant's facility] does not cease promptly, the parties [hereto] acknowledge that continuing interference may cause irreparable injury [to Tenant] and, therefore, ~~{the injured party}~~ [Tenant] shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this ~~{Lease}~~ [License] immediately upon written notice. ~~{Notwithstanding anything to the contrary in this Lease, Landlord and Tenant agree that each parties liability arising under this Lease shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities.}~~ [In the event Tenant's equipment causes such material interference, and after Landlord has notified Tenant of such interference, Tenant shall take all steps necessary to correct and eliminate said interference within thirty (30) days of notice of such interference. If, within such thirty (30) day period, Tenant cannot eliminate said interference and reasonable evidence is produced by Landlord to Tenant that such interference is caused by Tenant's equipment, then Tenant shall discontinue its transmissions from the Premises, except for intermittent testing on a schedule approved by Landlord, until such time that Tenant can eliminate the interference. In the event that Tenant can not eliminate such interference within the thirty (30) day correction period, Tenant may terminate this Lease upon thirty (30) days notice to Landlord.]

~~{7. Improvements. Utilities.}~~ [7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises ~~{improvements, personal property and facilities necessary to operate its communications system; including, without limitation, radio transmitting and receiving antennas, microwave dishes, watertank and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"), as such location based system may be required by any county, state or federal agency/department. Following the initial installation}~~ [the Antenna Facilities. Tenant shall be permitted to replace, repair, substitute, or upgrade any equipment or antennas that make up the Antenna Facilities, without Landlord's consent, provided that the size] of the Antenna Facilities ~~{(except normal maintenance and upgrades that do not change the physical appearance of the Antenna Facilities), Tenant agrees not to install any equipment on the Premises or change the frequency, power, or type of its Antenna Facility on the Premises without first submitting to Landlord a written proposal regarding the proposed configuration and obtaining the written consent of Landlord}~~ [, and the number of antennas, are not increased. Notwithstanding the foregoing, Tenant shall not otherwise alter, improve, change, remove, withdraw, add, supplement or extend the Antenna Facilities, without Landlord's prior written consent], which consent shall not be ~~{unreasonable}~~ [unreasonably] withheld, delayed or conditioned ~~{if (i) the proposed installation or changed, altered, or improved frequency, power or type of Antenna Facilities is a use that does not require additional Premises space beyond the existing Premises space or impose any increased stresses or loads on the Premises~~

~~in excess of applicable engineering standards; (ii) such installation or changed, altered, or improved frequency, power, or type of Antenna Facilities is authorized by law and is to be made or installed in accordance with good engineering practices, and (iii) the proposed configuration does not interfere with the transmitters, receivers and equipment of other subtenants or licensees existing on the Premises or on the Premises on the date when Landlord receives the aforementioned written proposal.~~ Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below) ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the ~~{Antenna Facilities}~~ [Premises].

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty ~~{expected}~~ [excepted]. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty ~~{expected}~~ [excepted].

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install separate meters for utilities used on the Property by Tenant. In the ~~{even}~~ [event] separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants ~~{~~ Tenant ~~{an Easements}~~ [easements] in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises ~~{and the Antenna Facilities}~~ at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease. [The Parties acknowledge that Landlord maintains a right of ingress and egress over the road or roads on certain adjoining

AMATO & ASSOCIATES, P.C.

ATTORNEYS AT LAW

666 Old Country Road

9th Floor

Garden City, New York 11530

Tel: (516) 227-6363 ~ Fax: (516) 227-6367

Facsimile Cover Sheet

To: Richard Ehlers **Fax#:** (631) 727-4130

From: Steven Mark

Date: May 27, 2005

Client/matter: Verizon Wireless lease agreement with the Riverhead Water District (Riverhead Relo)

Total number of pages including this cover sheet: 17

If you do not receive all the pages indicated above, please call us back as soon as possible at 516-227-6363

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY FYI

Note:

Mr. Ehlers,

We have typed into our system the lease that you forwarded to us on May 11, 2005 and made certain revisions thereto. Attached is a black-lined copy of the revised lease agreement reflecting our proposed revisions. I hope that this facilitates your review of the lease. Thank you.

This Facsimile transmission contains confidential and/or legally privileged information from the law firm Amato & Associates, P.C. intended only for the use of the individual(s) named on the transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this facsimile transmission is strictly prohibited. If you have received this transmission in error, please notify us by telephone so that we can arrange for the return of the documents to us at no cost to you.

LEASE

THIS LEASE (this "Lease") is made by and between the ~~{Town of Riverhead Water District}~~ [TOWN OF RIVERHEAD WATER DISTRICT, (Federal Tax I.D. Number 11-6001935)] a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 1035 Pulaski Street, Riverhead, New York 11901] a New York municipal corporation ("Landlord") and ~~{Omnipoint Facilities Network 2, LLC, a Delaware limited liability company}~~ [NEW YORK SMSA LIMITED PARTNERSHIP (Federal Tax I.D. Number 13-3184439), a limited partnership organized and existing under the laws of the State of New York, d/b/a VERIZON WIRELESS, with its principal office located at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921 ("Tenant").] (Landlord and Tenant are at times collectively referred to as the "Parties", or individually as the "Party").]

~~{1. Premises.}~~ [1. Premises.]

~~{(a)}~~ [(a) Landlord is the owner of the real property located at no # Old Country Road (a/k/a Route 58), Riverhead, New York, as shown on the Tax Map of the County of Suffolk as District 0600, Section 084.00, Block 01.00, Lot 008.000, and the watertank (the "Watertank"), and other improvements located thereon (hereinafter collectively referred to as the "Property").] Upon the Commencement Date (as defined below), Landlord hereby leases to Tenant the use of [(a)] that portion of the ~~{watertank ("Watertank") and property, together with easements}~~ [Watertank (the "Watertank Space"), (b) an approximately _____ () square foot portion of the Property (the "Equipment Space"), (c) such easements] for access and utilities, [and (d) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections (hereinafter collectively referred to as "Connections") are located between the Equipment Space and the Watertank Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property, all as] generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). ~~{The Premises, located at Plant #9, Lewin Hills, Wading River, New York (the "Property"), comprises approximately TWO HUNDRED (200) square feet.}~~

(b) Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soil tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the

Property without first obtaining Landlord's written consent. Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property.

2. Term. The initial term of the Lease shall be five (5) years commencing upon completion of construction (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use. ~~{The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of a wireless communication facility, of and including utility lines, transmission lines, three (3) ground-level electronic equipment cabinets, six (6) antennae and appurtenances,}~~ [LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto and all necessary appurtenances (collectively, the "Antenna Facilities")] on Landlord's Watertank and ground located on the Property, said Property and installation being substantially shown on Exhibits "A" and "B" attached hereto, and made a part hereof, for the purposes hereinafter set forth. [The Antenna Facilities include antennas (including, without limitation, two (2) microwave dish antennas), wires, cables, an equipment shelter consisting of approximately _____ () square feet, communications and other related or similar equipment, cabinets, meters, panels, batteries, telephone, electrical, air conditioning, sprinkler, alarming, and other systems, generator(s), and supply sources, structures, devices, and components, as the case may be, which in Tenant's sole discretion are necessary or desirable to construct, operate and maintain the Antenna Facilities, and the Connections.]~~{4. Rent.}~~

~~{(a)}~~ [4. Rent.] Tenant shall pay Landlord, as rent, THIRTY ~~{FIVE}~~[-FOUR] THOUSAND and 00/100 dollars ~~{(\$35,000.00)}~~ [(\$34,000.00)] per year ("Rent"), payable in equal monthly installments in the amount of TWO THOUSAND ~~{NINE}~~ [EIGHT] HUNDRED AND ~~{SIXTEEN}~~ [THIRTY-THREE] and ~~{00/100}~~ [33/100] Dollars ~~{(\$2,916.00)}~~ [(\$2,833.33)], subject to three percent (3%) annual increases during the Initial Term to take effect on the anniversary date of the Commencement Date. Rent shall be payable within twenty (20) days following the Commencement Date prorated for the remainder of the month in which the Commencement Date falls thereafter Rent will be payable monthly in advance by the fifth day of each month to the Town of Riverhead Water District at Landlord's address specified in Section ~~{12}~~ [13] below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant.

~~{(b)}~~ As additional consideration, within thirty (30) days of full execution of this Lease, Tenant shall provide Landlord with a security deposit ("Security Deposit") in the amount of SIX THOUSAND and 00/100 dollars (\$6,000.00) as security for the faithful performance by Tenant of the terms, covenants, and conditions of this Lease.

5. Renewal. Tenant shall have the right to extend this Lease for five (5) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent [for each year of any Renewal Term shall be equal to one hundred three percent (103%) of the annual rental payable during the immediately preceding year. All of the foregoing shall be paid in equal monthly installments.] ~~{shall be adjusted on the basis of changes in the index number set forth in "Consumer Price Index for Urban Wage Earners and Clerical Workers - All Items, U.S. City Average" (1982-1984=100) published by the Bureau of Labor Statistics, United States Department of Labor ("CPI") as follows: the Rent payable for each Renewal Term following the Initial Term shall be determined by multiplying the rent payable during the preceding lease year of the preceding term by the sum of (i) one, plus (ii) the percentage increase in the CPI during the preceding five (5) year term; provided however, that in no even shall the Rent for such lease term exceed one hundred twenty percent (120%) of the Rent for the immediately preceding Rent payment period.~~

~~Landlord shall undertake the above-referenced Rent adjustment computation. Until such time as Landlord makes such computation and provides Tenant with documentation of any rental adjustment, Tenant shall pay to Landlord the Rent in the identical annual amounts paid by Tenant in the last year of the lease term preceding the rental adjustment and, in the event the rental adjustment computation provided by Landlord requires an increase in the amount of the annual Rent, Tenant shall, within thirty (30) days following Landlord giving notice to Tenant of the computation of any such increase, pay to Landlord the amount of such increase.~~

~~If at any time the CPI ceases to incorporate a significant number of items, if a substantial change is made in the method of establishing CPI, or if issuance of the CPI shall be discontinued, then the Landlord and Tenant shall mutually agree upon another standard recognized cost of living index, issued by the United States Government or, if none, another appropriate index as a substitute for the index so discontinued. In either case, the substitute index chosen shall result in increases in the Rent similar to those that had been, or would have been, generated by CPI.~~

This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference.

In the event any ~~{such}~~ interference [with Tenant's facility] does not cease promptly, the parties [hereto] acknowledge that continuing interference may cause irreparable injury [to Tenant] and, therefore, ~~{the injured party}~~ [Tenant] shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this ~~{Lease}~~ [License] immediately upon written notice. ~~{Notwithstanding anything to the contrary in this Lease, Landlord and Tenant agree that each parties liability arising under this Lease shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities.}~~ [In the event Tenant's equipment causes such material interference, and after Landlord has notified Tenant of such interference, Tenant shall take all steps necessary to correct and eliminate said interference within thirty (30) days of notice of such interference. If, within such thirty (30) day period, Tenant cannot eliminate said interference and reasonable evidence is produced by Landlord to Tenant that such interference is caused by Tenant's equipment, then Tenant shall discontinue its transmissions from the Premises, except for intermittent testing on a schedule approved by Landlord, until such time that Tenant can eliminate the interference. In the event that Tenant can not eliminate such interference within the thirty (30) day correction period, Tenant may terminate this Lease upon thirty (30) days notice to Landlord.]

~~{7. Improvements: Utilities;}~~ [7. Improvements; Utilities;] Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises ~~{improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, watertank and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"), as such location based system may be required by any county, state or federal agency/department. Following the initial installation}~~ [the Antenna Facilities. Tenant shall be permitted to replace, repair, substitute, or upgrade any equipment or antennas that make up the Antenna Facilities, without Landlord's consent, provided that the size] of the Antenna Facilities ~~{(except normal maintenance and upgrades that do not change the physical appearance of the Antenna Facilities), Tenant agrees not to install any equipment on the Premises or change the frequency, power, or type of its Antenna Facility on the Premises without first submitting to Landlord a written proposal regarding the proposed configuration and obtaining the written consent of Landlord}~~ [, and the number of antennas, are not increased. Notwithstanding the foregoing, Tenant shall not otherwise alter, improve, change, remove, withdraw, add, supplement or extend the Antenna Facilities, without Landlord's prior written consent], which consent shall not be ~~{unreasonable}~~ [unreasonably] withheld, delayed or conditioned ~~{if (i) the proposed installation or changed, altered, or improved frequency, power or type of Antenna Facilities is a use that does not require additional Premises space beyond the existing Premises space or impose any increased stresses or loads on the Premises~~

~~in excess of applicable engineering standards, (ii) such installation or changed, altered, or improved frequency, power, or type of Antenna Facilities is authorized by law and is to be made or installed in accordance with good engineering practices, and (iii) the proposed configuration does not interfere with the transmitters, receivers and equipment of other subtenants or licensees existing on the Premises or on the Premises on the date when Landlord receives the aforementioned written proposal.~~ Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below) ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the ~~{Antenna Facilities}~~ [Premises].

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty ~~{expected}~~ [excepted]. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty ~~{expected}~~ [excepted].

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install separate meters for utilities used on the Property by Tenant. In the ~~{event}~~ [event] separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants ~~{~~ Tenant ~~{an Easements}~~ [easements] in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises ~~{and the Antenna Facilities}~~ at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease. **[The Parties acknowledge that Landlord maintains a right of ingress and egress over the road or roads on certain adjoining**

properties, leading from Old Country Road (a/k/a Route 58) to the Property, pursuant to certain reservations contained in the following deeds/agreements: (a) a _____ between _____ and _____, dated _____, _____ and recorded _____, _____ in the Suffolk County Clerk's office in Liber _____, Page _____ and (b) a _____ between _____ and _____, dated _____, _____ and recorded _____, _____ in the Suffolk County Clerk's office in Liber _____, Page _____. Landlord represents that such right of ingress and egress has not been modified and that Tenant shall be a beneficiary of such right of ingress and egress to the Property from Old Country Road (a/k/a Route 58). Landlord does not have an easement in favor of Tenant but will assist Tenant in its efforts to obtain such easement from the adjoining property owner.]

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises { ("Access") at all times during the Initial Term of this Lease and any Renewal Term.

(g) Landlord shall notify Tenant within ~~{sixty (60) days}~~ [six (6) montyhs] prior to performing any { scheduled maintenance on the Watertank, including but not limited to painting the Watertank and inform Tenant of the nature and duration of the scheduled maintenance. In the event Tenant determines that the scheduled maintenance will interfere with Tenant's operations, Tenant shall be permitted to erect temporary facilities or a cell-on-wheels ("COW") on the Property in a location satisfactory to both Tenant and Landlord for the duration of the scheduled maintenance and Tenant shall promptly remove the temporary facilities or COW upon Landlord's completion of the scheduled maintenance. ~~{ Landlord shall not be required to notify Tenant before performing any emergency maintenance on the Watertank. }~~ [and relocation of its Antenna Facilities back on the Watertank. In the event of emergency repairs on the Watertank, Landlord shall give Tenant telephonic notice at 1-800-852-2671 and shall utilize all efforts to not disrupt or limit operations from the Premises.]

8. Termination. Except as otherwise provided herein, this Lease may be terminated, { without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default { for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately [by Tenant,] if Tenant notifies Landlord of unacceptable results of any title report, { environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation {or} [of] the Antenna Facilities or Tenant's business;

(c) upon ninety (90) days' written notice by Tenant ~~{if the Property or the Antenna}~~ [(i) if Tenant determines in its sole discretion that it will be unable to use the Premises for its intended purposes, or (ii) if Tenant determines that the Premises is no longer technically compatible for its intended use.]

~~{Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;~~

~~(d) immediately upon written notice by Tenant if the Premises or the Antenna~~ [(d) immediately upon written notice by Tenant if the Premises or the Antenna] Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the ~~{Antenna Facilities}~~ [Premises]. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the property transfers to a condemning authority pursuant to a ~~{~~ taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as taking by condemnation.

[(f) Notwithstanding anything to the contrary contained herein, and provided Tenant is not in default hereunder and shall have paid all rents and sums due and payable to Landlord by Tenant, Tenant shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given Landlord.

(g) Tenant, upon termination of this Lease, shall, within ninety (90) days, remove its building(s), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear excepted. Landlord agrees and acknowledges that all of Tenant's equipment, fixtures and personal property shall remain the personal property of Tenant and Tenant shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes Tenant to remain on the Premises after termination of this Agreement, Tenant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. Any claims relating to the condition of the Premises must be presented by Landlord in writing to Tenant within thirty (30) days after the termination or expiration of this Agreement or Landlord shall be deemed

to have irrevocably waived any and all such claims.]

9. Default and Right to Cure. Notwithstanding anything contained herein to the {
}contrary and without waiving any other rights granted to it at law or in equity, each party shall have
the right, but not the obligation, to terminate this Lease on written notice pursuant to Section {12}
[13] hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a
period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material
breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days'
written notice to the defaulting party[, **provided that the defaulting party shall have such
extended period as may be required beyond the aforementioned time periods if the nature of
the cure is such that it reasonably requires more than such time period and such defaulting
party commences the cure within the aforementioned time period and thereafter continuously
and diligently pursues the cure to completion**].

10. Taxes. Landlord shall pay when due all real property taxes for the Property, {
}including the Premises. In the event that Landlord fails to pay any such real property taxes or other
fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts
and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant
shall pay any personal property tax, real property tax or any other {tax} [taxes] or {fee} [fees] which
are directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so
long as this lease has not expired of its own terms or is not terminated by either party. Landlord
hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or
other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax
assessments that may affect Tenant. If Landlord receives notice of any personal property or real
property tax assessment against the Landlord, which may affect Tenant and is directly attributable
to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient
to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to
Tenant any and all documentation associated with the assessment and shall execute any and all
documents reasonably necessary to effectuate the intent of this Section 10. In the event real property
taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the
right, but not the obligation, to terminate this Lease without further liability after thirty (30) days'
written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.
**[Furthermore, Tenant shall have no obligation to make payment of any real estate taxes until
Tenant has received a notice, assessment, or billing relating to such payment. In the event
Landlord fails to provide Tenant a copy of any real estate tax notice, assessment or billing
within the thirty (30) days following Landlord's receipt of same, Tenant shall be relieved of
any obligation or responsibility to make payment of real estate taxes referred to in the notice,
assessment, or billing which was not timely delivered by Landlord to Tenant.]**

11. Insurance.

(a) [The Parties agree that, at their own cost and expense, each will maintain, during the term of this Lease, General Liability insurance with a combined single limit of \$2,000,000.00 for bodily injury and property damage. Tenant shall provide Landlord with a certificate of such insurance] ~~{Tenant will provide Commercial General Liability Insurance in an aggregate amount of Three Million and no/100 Dollars (\$3,000,000.00)}, naming Landlord as an additional insured {on the policy. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.}~~ [.]

~~{12.}~~ [(b) The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them.

12. Indemnity. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

13.] Notices. All notices, requests, demands and other communications shall be in { }writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or [one (1) day if] sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant to:

With a copy to:

~~{Omnipoint Facilities Network 2, LLC Omnipoint Facilities Network 2, LLC
12920 SE 38th Street 4 Sylvan Way
Bellevue, WA 98006 Parsippany, NJ 07054
Attn: PCS Lease Administrator Attn: Lease Administration Manager
With a copy to: Attn: Legal Dept.}~~ [NEW YORK SMSA LIMITED PARTNERSHIP
c/o Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921

Attention: Network Real Estate]

If to Landlord to:

Town of Riverhead Water District
1035 Pulaski Street
Riverhead, New York 11901

With a copy to:

Riverhead Town Supervisor c/o Town Clerk
200 Howell Avenue
Riverhead, New York 11901

~~{13}~~ [14]. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) **[it has taken all necessary actions under its bylaws or other relevant documentation to approve this Lease;** (iii) it has good and unencumbered title to the Property and the Watertank free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and ~~{(iii)}~~ **[(iv)]** execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

~~{14. Environmental Laws. Landlord represents that is has no knowledge of any substance, chemical}~~ [15. Landlord's Compliance.

(a) Landlord represents and warrants to Tenant that the Property and all improvements and structures located thereon comply in every respect with all federal, state, county and local governmental laws, rules, regulations and ordinances (collectively, the "Governmental Laws") including, without limitation, that there are no violations, open building permits, open applications or structures without a certificate of occupancy. In addition, Landlord represents and warrants to Tenant that all future improvements and alterations to the Property will comply in every respect with all Governmental Laws. Landlord acknowledges that: (a) such representations and warranties are a material element of this Agreement upon which Tenant is relying, and Tenant would not enter into this Agreement without same; and (b) the inaccuracy of such representations and warranties shall be considered a material breach of this Agreement and will cause Tenant to incur substantial damages and time delays.

(b) In the event the Watertank and/or the Property, or any other improvement located thereon, are not in compliance in any respect with all Governmental Laws ("Governmental Non-Compliance"), Landlord shall fully remedy such Governmental Non-Compliance, at Landlord's sole cost and expense, within thirty (30) days of its receipt of notice from Tenant. If Landlord fails to remedy such Governmental Non-Compliance within such time period,

Tenant shall have the option to (i) remedy same at Landlord's expense, or (ii) terminate this Agreement upon ten (10) days written notice to Landlord, and collect from Landlord all monies paid by Tenant to Landlord hereunder, and pursue a claim against Landlord for any expenses Tenant incurred in connection with the negotiation and preparation of this Agreement, and all other costs and expenses incurred in connection herewith. In the event Tenant elects to remedy Landlord's Governmental Non-Compliance, then Landlord authorizes Tenant to take all acts and measures which Tenant deems necessary to remedy Landlord's Governmental Non-Compliance including, without limitation, (a) acting on behalf of Landlord by executing any required applications in Landlord's name and (b) altering and/or improving the Property and the improvements located thereon including, without limitation, the Watertank. If Tenant remedies or attempts to remedy Landlord's Governmental Non-Compliance, Tenant shall be entitled to offset all costs and expenses incurred (including, without limitation, those relating to improvements and alterations to the Property, and professional costs) against the rental and other fees due hereunder. Landlord shall cooperate with Tenant in connection with remedying Landlord's Governmental Non-Compliance and shall, within three (3) business days of Tenant's request, execute any applications prepared by Tenant in connection with remedying the same. Notwithstanding anything to the contrary, Tenant shall have no obligation to remedy Landlord's Governmental Non-Compliance.

(c) If for any reason the Property or the improvements located thereon do not in any respect fully comply with all Governmental Laws at the time that Tenant is prepared to submit an application for: (a) a building permit to construct the Communications Facility; or (ii) a certificate of occupancy for the Communications Facility, then Tenant's obligation to pay rent or any fees due hereunder shall commence on the day which Tenant obtains a final certificate of occupancy for the Communications Facility.

16. Watertank Compliance. Landlord covenants that it will keep the Watertank in good repair as required by all federal, state, county, and local laws. Landlord shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If Landlord fails to make such repairs, including maintenance, Tenant may make the repairs, and the costs thereof shall be payable by Landlord to Tenant on demand. If Landlord does not make payment to Tenant within ten (10) days after such demand, Tenant shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from Tenant to Landlord

17. Environmental Laws.

(a) Landlord represents that is has no knowledge of any substance, chemical,] or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not

introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property.

[(b) Landlord shall hold Tenant harmless and indemnify Tenant from and assume all duties, responsibilities, and liabilities at Landlord's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by Tenant; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by Tenant.]

18] ~~{15}~~. Assignment and Subleasing. [This Lease may be sold, assigned or transferred by Tenant without any approval or consent of Landlord to Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission] ~~{Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above), upon written notice to Landlord, to any person or business entity which is authorized pursuant to and FCC licensed to, operate a wireless communications business, is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC)}~~ in which the Property is located [by reason of a merger, acquisition or other business reorganization]. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

Additionally, Tenant may, upon written notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and

provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

~~{16}~~ [19]. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

~~{17}~~ [20]. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the ~~{Antenna Facilities}~~ [Premises] or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

~~{18}~~ [21.] Miscellaneous.

(a) Each party agrees to furnish the other, within twenty (20) days after the request, such truthful estoppel information as the other may reasonably request.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supercedes all offers, negotiations and other agreements, with respect to the subject matter and property covered by this Lease.

(c) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C[]) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(d) This Lease shall be construed in accordance with the laws of the state of New York. The

parties agree that the venue for any litigation arising from this Lease, the Tenant's use of the land, or the relationship of the parties as a result of this Lease, shall be either in the New York Supreme Court of Suffolk County or in the United States District Court for the Eastern District of New York.

(e) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(f) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(g) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(h) All Exhibits referred to herein and any ~~{Addends}~~ [addendums] are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(i) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

[G] The effective date of this Lease is the date of execution by the last ~~{party}~~ [Party] to sign (the "Effective Date").

~~{LANDLORD: Town of Riverhead Water District,
a New York municipal corporation~~

NY - RIVERHEAD RELO
DRAFT - 05/26/05

By: _____

Printed Name: _____

Its: _____

Date: _____

TENANT: Omnipoint Facilities Network 2, LLC,
a Delaware limited liability company,
by: Omnipoint Communications, Inc., its Agent

By: _____

Printed Name: _____

Its: _____

Date: _____ } [IN WITNESS WHEREOF, the Parties hereto have set
their hands and affixed their respective seals the day and year first above written.

Landlord:

TOWN OF RIVERHEAD WATER DISTRICT

BY: _____

Name:

Title:

WITNESS

Tenant:

NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS

By: Celco Partnership, its General Partner

NY - RIVERHEAD RELD
DRAFT - 05/26/05

WITNESS

BY: _____

Name: David R. Heverling

Title: Area Vice President
Network-Northeast]

Adopted

7/6/05

TOWN OF RIVERHEAD

RESOLUTION # 661

REJECTS BIDS FOR ALTEC MODEL AT37-G BUCKET TRUCK AND AUTHORIZES TOWN CLERK TO POST AND PUBLISH THE ATTACHED NOTICE TO BIDDERS

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

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the purchase of an Altec Model AT37-G Bucket Truck; and

WHEREAS, one (1) bid was received, opened and read aloud in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY.

NOW, THEREFORE, BE IT RESOLVED, that the Town Clerk be and is hereby authorized to reject the bid received in the Office of the Town Clerk and is authorized to publish and post the attached Notice to Bidders in the July 14, 2005 issue of the official Town newspaper for the purchase of an Altec Model AT37-G Bucket Truck; and

BE IT FURTHER RESOLVED, THAT THE Town Clerk be and is hereby authorized to forward a copy of this resolution to Steven Martino, Altec Industries, Inc., Eastern Division, 250 Laird Street, Plains PA 18705, Kenneth Testa, P.E. and the Office of Accounting.

THE VOTE
Bartunek: / yes ___ no ___ Sanders: / yes ___ no ___
Blas: / yes ___ no ___ Densieski / yes ___ no ___
Cardinale / yes ___ no ___
THE RESOLUTION WAS / WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed proposals for the purchase of an Altec Model AT37-G Bucket Truck will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on July 27, 2005 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and/or obtained on or about July 14, 2005 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

Each proposal must be submitted on the form provided in a sealed envelope clearly marked, "Altec Mode AT37-G Bucket Truck".

The Town of Riverhead reserves the right to reject any and all bids.

BY ORDER OF THE RIVERHEAD TOWN BOARD
Barbara A. Grattan, Town Clerk
Riverhead, New York 11901

Dated: July 5, 2005

July 6, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 662

RATIFY THE AUTHORIZATION
TO PUBLISH AND POST A HELP WANTED AD FOR
LIFEGUARDS AND BEACH ATTENDANTS

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

BE IT RESOLVED, that the Town Board hereby ratify the authorization to publish the attached Help Wanted Advertisement in the June 30, 2005 issue of The Traveler Watchman.

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

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

HELP WANTED

PLEASE TAKE NOTICE that the Town of Riverhead has seasonal positions for Beach Attendants and Lifeguards. Lifeguards must have current American Red Cross Certifications for First Aid/LFG, CPR, AED for professional rescuer and waterfront. Applications should be submitted to the Accounting Department, 200 Howell Avenue, Riverhead, NY by July 8, 2005. EOE.

BY ORDER OF:
THE RIVERHEAD TOWN BOARD
BARBARA GRATTAN, TOWN CLERK

July 6, 2005

Adopted

TOWN OF RIVERHEAD
Resolution # 663

APPROVES TEMPORARY SIGN PERMIT OF HOLIDAY INN EXPRESS

COUNCILMAN DENSIESKI offered the following resolution, which was seconded by

COUNCILWOMAN SANDERS.

WHEREAS, a temporary sign permit and sketch were submitted by Holiday Inn Express for property located at 1707 Old Country Road, Riverhead, New York also known as SCTM# 119.00-01-009.01; and

WHEREAS, pursuant to Section 108-56 C (5) of the Code of the Town of Riverhead, the application does not require the recommendation of the Architectural Review Board; and

WHEREAS, sketch has been approved the three (3) Town Board members;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Riverhead hereby approves the temporary sign permit application for Holiday Inn Express submitted by Tina Ferro and be it

RESOLVED, that said temporary sign permit shall expire on October 7, 2005 and the applicant shall removed the affected sign, in its entirety, on or before said date; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Best Western, Att: Tina Ferro, 1830 Route 25, Riverhead, New York 11901 , the Planning Department and the Building Department.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Application
FOR SIGN PERMIT
Town of Riverhead
Suffolk County, New York

| | |
|------------------------------|--------------------------|
| Fee <u>100</u> | Receipt No. <u>31749</u> |
| Application No. <u>34492</u> | |
| ZB No. <u>29708</u> | Date Permit Issued |
| Date Approved or Denied | |
| Building Inspector | |
| Board of Appeals No. | |
| Date Granted | |
| Date Denied | |

Dated: 6-21-05
SCTM# 119-1-9.1

APPLICATION IS HEREBY MADE to the Building Inspector in the Town of Riverhead for the issuance of a Permit pursuant to the Zoning Ordinance of the Town of Riverhead, Suffolk County, New York, for the use and the erection or the structural alteration of a sign or signs, as hereinafter described and as shown on the accompanying layout or plot plan:

1. The sign to be located at 1707 Old Country Rd in the Town of Riverhead, Use District, is to be ERECTED Erected or Structurally altered

2. The sign will have an area of 4 Sq. feet, and will be 6 feet in height. The base of the sign will be 4 feet above ground level.

3. The sign will be Permanent or Temporary installation.
(Circle one)

4. Description of sign: (Check appropriate items below).

- | | | |
|--|---|---|
| <input type="checkbox"/> a. Lighted | <input type="checkbox"/> d. Attached to Building | <input type="checkbox"/> g. Advertising |
| <input checked="" type="checkbox"/> b. Single Face | <input type="checkbox"/> e. Facial (Painted or Affixed) | <input type="checkbox"/> h. Business |
| <input type="checkbox"/> c. Double Faced | <input type="checkbox"/> f. Independent Construction | |

5. Materials to be used: Wood

6. Has permission been obtained from property owner, if other than the applicant, upon which the sign is to be erected?

All statements made in this application and shown on the attached plot plan are true to the best of my knowledge and belief.

Property Owner Name & Address: Jaral East End Hotel Corp.

Applicant Name: Louis Salvatico

Business Name: Holiday Inn Express Hotel + Suites

Address: 1707 Old Country Rd Riverhead Phone Number: 631 369 2200

(Signature of owner or applicant)

Sworn to before me this 10TH day of

JUNE, 2005

Nadira Singh
Notary Public

NADIRA SINGH
Notary Public, State of New York
Registration #01SI6048098
Qualified in Queens County
My Commission Expires Sept. 18 2006

7/6 mtg.
6/30
work session

Tina Ferro
1830 Rt 25
Riverhead
Ny.

READ THIS DOCUMENT CAREFULLY
YOU MAY CONSULT YOUR ATTORNEY BEFORE COMPLETING.

DISCLOSURE AFFIDAVIT

STATE OF NEW YORK)

SS:

COUNTY OF SUFFOLK)

I, Louis Salvatico an applicant for

the following relief: Sign Permit and being
(Type of Permit)

duly sworn, deposes and says:

That I make and complete this affidavit under the penalty of perjury and swear to the truth thereof.

knowing failure to provide true information is punishable as a misdemeanor. Being so warned, I state:

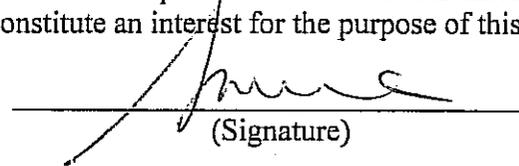
That N/A, is a State Officer, is
(Relative)

an officer or employee of Riverhead Town, and:

That this person has an interest in the person, partnership or association requesting the above stated relief.

That for the purpose of this section, an officer or employee shall be deemed to have an interest in the applicant where he, his spouse, or their brothers, sisters, parents, children, grandchildren or the spouse of any of them.

- a. is an applicant,
- b. is an officer, director, partner or employee of the applicant,
- c. legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association, applicant, or
- d. is a party to an agreement with such an application, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependant or contingent upon the favorable approval of such application, petition or request.
- e. That ownership of less than five (5) per cent of the stock of a corporation whose stock is listed on the New York or American Stock Exchange shall not constitute an interest for the purpose of this section.


(Signature)

Sworn to before me this 10TH day

of JUNE, 2005

Nadira Singh
Notary Public

NADIRA SINGH
Notary Public, State of New York
Registration #01SI6048098
Qualified in Queens County
My Commission Expires Sept. 18 2006

Louis Salvatico has submitted papers for a sign permit, dated _____.

NO SIGN CAN BE ERECTED UNTIL THE TOWN BOARD APPROVAL IS OBTAINED AND A SIGN PERMIT IS ISSUED. IT IS ADVISABLE NOT TO ORDER YOUR SIGN UNTIL ALL APPROVALS ARE OBTAINED.

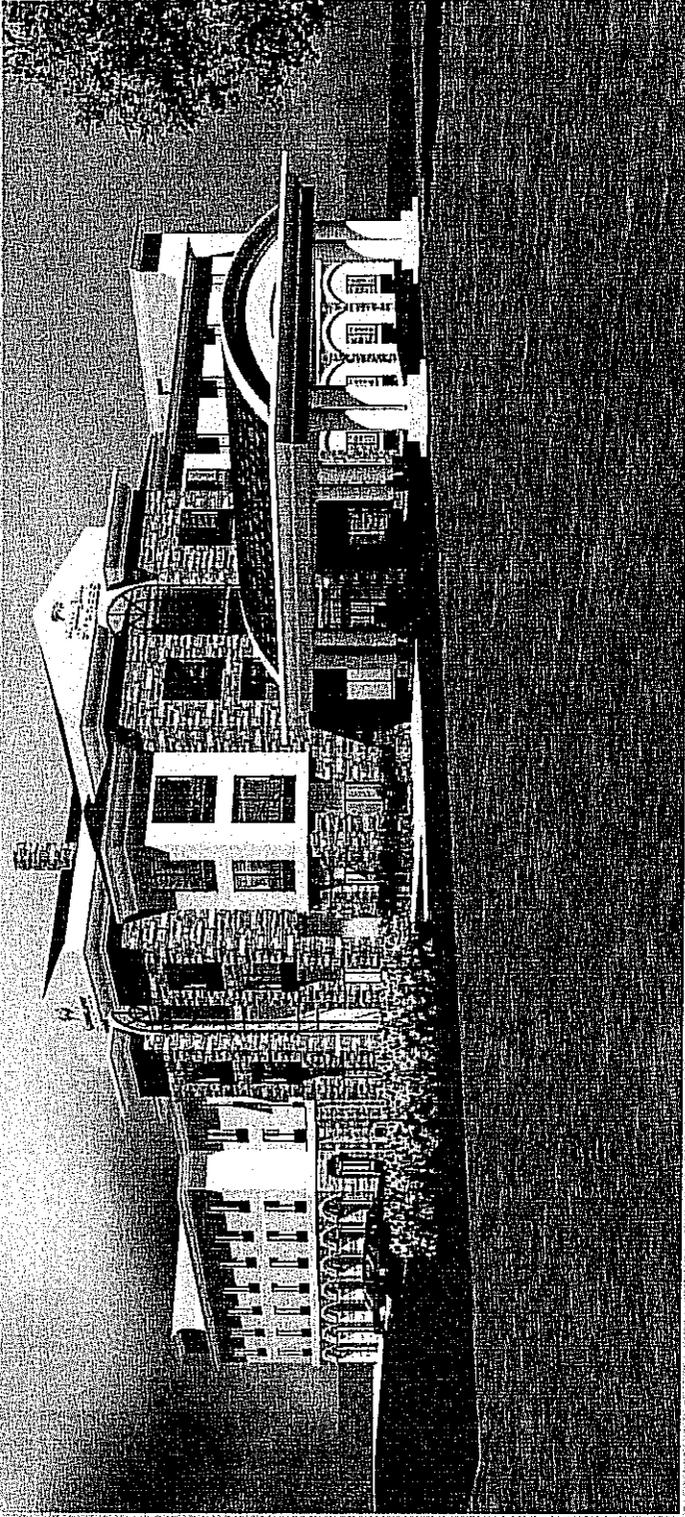
Louis Salvatico

Name

Date

108-56.1. Penalties for offenses against sign provisions. [Added 10-19-1993; amended 8-2-1994]

Any sign installed without benefit of a sign permit pursuant to 108-56 of the Riverhead Town Code shall be charged a civil penalty of **five hundred dollars (\$500.)** in addition to the sign permit and application fee as specified in 52-10 of the Riverhead Town Code. Said civil penalty shall be due payable upon application for a sign permit.



COMING NOVEMBER 2005
Holiday Inn Express & Suites
631-727-2846

S/F 4' x 6' x 3/4" MDO Sign

Border "Peacock Blue"

Background "Powder Blue"

"Coming November 2005" - Black - 2-1/4" Antique Olive Nord

"Holiday Inn Express & Suites" - 4-1/2" Lt. Navy Blue - Times Bold

"369-727-2846" - Black - 3-1/4" Antique Olive Nord

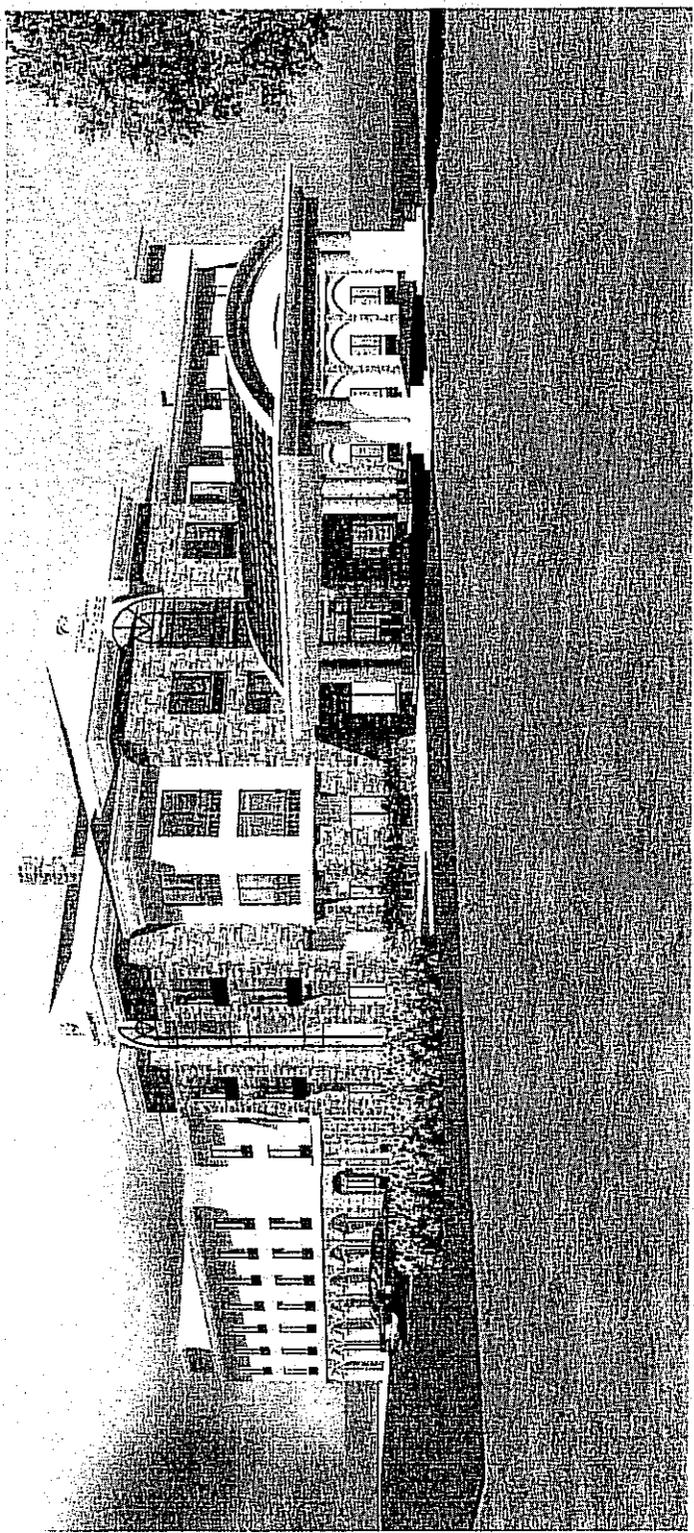
Swedish Posts (White) 4x4"

Peacock Blue
PMS 298

Powder Blue
PMS 2975



Lt. Navy Blue
PMS 282c



COMING NOVEMBER 2005 Holiday Inn Express & Suites 631-727-2846

S/F 4' x 6' x 3/4" MDO Sign
Border "Peacock Blue"
Background "Powder Blue"

2 wooden posts (white) 4x4"

"Coming November 2005" - Black - 2-1/4" Antique Olive Nord
"Holiday Inn Express & Suites" - 4-1/2" Lt. Navy Blue - Times Bold
"369-727-2846" - Black - 3-1/4" Antique Olive Nord

7/6/05

Adopted

TOWN OF RIVERHEAD

Resolution # 664

APPROVES CHAPTER 90 APPLICATION OF TIMOTHY HILL CHILDREN'S RANCH

COUNCILWOMAN SANDERS offered the following resolution, was seconded by
COUNCILMAN DENSIESKI :

WHEREAS, Timothy Hill Children's Ranch has submitted a Chapter 90 Application for the purpose of conducting a Fall Festival Country Western Day and Open House to be held at 298 Middle Road, Riverhead, New York, on Saturday, September 10, 2005, between the hours of 9:00 a.m. and 9:00 p.m.; and

WHEREAS, Timothy Hill Children's Ranch has completed and filed a Long Form Environmental Assessment Form in accordance with 6 NYCRR 617, and

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

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

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents including the certificate of insurance regarding said application; and

WHEREAS, the applicant has requested the application fee be waived due to its not-for-profit status.

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

RESOLVED that the Chapter 90 Application of Timothy Hill Children's Ranch for the purpose of conducting a Fall Festival Country Western Day and Open House to be held at 298 Middle Road, Riverhead, New York, on Saturday, September 10, 2005, between the hours of 9:00 a.m. and 9:00 p.m., is hereby approved; and be it further

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 81 entitled, "Noise Control" and that applicant shall not exceed the noise limits as defined in Section 81-5 Prohibited Acts.; and be it further

W:\Laura Calamita\chap90\TimothyHill.res.doc

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

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

RESOLVED, that approval for this event shall be subject to the receipt of required Suffolk County Department of Health permit(s), including the food handling permit(s); and be it further

RESOLVED, that Timothy Hill Children's Ranch shall provide adequate personnel to direct all visitors to designated parking areas. There shall no parking permitted on Middle Road. Parking on Farm Road and Rabbit Run shall be permitted on the *west side only* to ensure emergency vehicle access; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public so that an outdoor place of assembly permit can be issued. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 209 for the purpose of scheduling the required inspection appointment; and be it further

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee in connection with this event; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Timothy Hill Children's Ranch, 298 Middle Road, Riverhead, New York, 11901, Attn: Nicole Chance; Bruce Johnson, Fire Marshal; Chief Hegermiller, Riverhead Police Department; the Riverhead Fire Department and the Office of the Town Attorney.

7/6/05

Adopted

TOWN OF RIVERHEAD

Resolution # 665

**APPROVES CHAPTER 90 APPLICATION OF DOROTHY MUMA
(BENEFIT PICNIC FOR BREAST HEALTH)**

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILMAN BARTUNEK :

WHEREAS, Dorothy Muma has submitted a Chapter 90 Application for the purpose of conducting a Farm Picnic, as a benefit for breast health on their grounds at 1984 Roanoke Avenue, Riverhead, New York on Sunday, August 14, 2005 between the hours of 10:00 a.m. and 5:00 p.m.; and

WHEREAS, Dorothy Muma has completed and filed a Short Form Environmental Assessment Form in accordance with 6 NYCRR 617, and

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

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

WHEREAS, the applicant has requested the application fee be waived due to its not-for-profit status; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents including the certificate of insurance regarding said application; and

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

RESOLVED that the Chapter 90 Application of Dorothy Muma for the purpose of conducting a Farm Picnic, as a benefit for breast health on their grounds at 1984 Roanoke Avenue, Riverhead, New York on Sunday, August 14, 2005 between the hours of 10:00 a.m. and 5:00 p.m. is hereby approved; and be it further

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

W:\Laura Calamita\chap90\DMuma.res.doc

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 81 entitled, "Noise Control" and that applicant shall not exceed the noise limits as defined in Section 81-5 Prohibited Acts.; and be it further

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

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public so that an outdoor place of assembly permit can be issued. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 209 for the purpose of scheduling the required inspection appointment; and be it further

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee in connection with this event; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Dorothy Muma, 1984 Roanoke Avenue, Riverhead, New York, 11901; Bruce Johnson, Fire Marshal; Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

7/6/05

Adopted

TOWN OF RIVERHEAD

Resolution # 666

APPROVES CHAPTER 90 APPLICATION OF EAST END ARTS & HUMANITIES COUNCIL, INC. (PECONIC RIVER HERB FARM)

COUNCILMAN BARTUNEK offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

WHEREAS, the East End Arts & Humanities Council, Inc. has submitted a Chapter 90 Application for the purpose of conducting fundraiser entitled, "Secret Garden" to include a silent auction, music, dance and theatrical performances to be held at the Peconic River Herb Farm, River Road, Calverton, New York, on Sunday, July 24, 2005, between the hours of 5:00 p.m. and 8:00 p.m.; and

WHEREAS, the East End Arts & Humanities Council, Inc. has completed and filed a Short Form Environmental Assessment Form in accordance with 6 NYCRR 617, and

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

WHEREAS, the applicant has requested the application fee be waived due to its not-for-profit status; and

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

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

RESOLVED, that the Chapter 90 Application of the East End Arts & Humanities Council, Inc. for the purpose of conducting fundraiser entitled, "Secret Garden" to include a silent auction, music, dance and theatrical performances to be held at the Peconic River Herb Farm, River Road, Calverton, New York, on Sunday, July 24, 2005, between the hours of 5:00 p.m. and 8:00 p.m. is hereby approved; and be it further

THE VOTE

| | | | | | |
|----------|---|-----------------------------|-----------|---|-----------------------------|
| Bartunek | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no | Sanders | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| Blass | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no | Densieski | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |
| | | | Cardinale | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee in connection with this event; and be it further

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

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 81 entitled, "Noise Control" and that applicant shall not exceed the noise limits as defined in Section 81-5 Prohibited Acts.; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 209, for the purpose of arranging the "pre-event" inspection appointment; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the East End Arts & Humanities Council, Inc., 133 East Main Street, Riverhead, New York, 11901; the Riverhead Fire Marshal; Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

7/6/05

TOWN OF RIVERHEAD

Adopted

Resolution # 667

APPROVES CHAPTER 90 APPLICATION OF RESTORATION FIRST ASSEMBLY OF GOD CHURCH

COUNCILWOMAN BLASS offered the following resolution, was seconded by
COUNCILWOMAN SANDERS :

WHEREAS, Restoration First Assembly of God Church has submitted a Chapter 90 Application for the purpose of conducting an Anti-Drug Rally involving a basketball competition, bar-b-que and DJ, to be held at the Gables Park, Lewis Street, Riverhead on Monday, August 15, 2005, having a rain date of Tuesday, August 16, 2005 between the hours of 1:00 p.m. and 9:00 p.m.; and

WHEREAS, Restoration First Assembly of God Church has completed and filed and Short Form Environmental Assessment Form in accordance with 6 NYCRR 617, and

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

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

WHEREAS, the applicant has requested the application fee be waived due to its not-for-profit status; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents including the certificate of insurance regarding said application.

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

RESOLVED that the Chapter 90 Application of Restoration First Assembly of God Church, for the purpose of conducting an Anti-Drug Rally involving a basketball competition, bar-b-que and DJ, to be held at the Gables Park, Lewis Street, Riverhead on Monday, August 15, 2005, having a rain date of Tuesday, August 16, 2005 between the hours of 1:00 p.m. and 9:00 p.m. is hereby approved; and be it further

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee in connection with this event; and be it further

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THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION ~~WAS~~ WAS NOT
THEREFORE DULY ADOPTED

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 81 entitled, "Noise Control" and that applicant shall not exceed the noise limits as defined in Section 81-5 Prohibited Acts.; and be it further

RESOLVED, that approval for this event shall be subject to receipt of required Suffolk County Department of Health permit(s), including the food handling permit(s); and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public so that an outdoor place of assembly permit can be issued. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 209 for the purpose of scheduling the required inspection appointment; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Restoration First Assembly of God Church, P.O. Box 690, Riverhead, New York, 11901; Bruce Johnson, Fire Marshal; Chief Hegermiller, Riverhead Police Department; the Riverhead Fire Department and the Office of the Town Attorney.

7/6/05

Adopted

TOWN OF RIVERHEAD

Resolution # 668

APPROVES CHAPTER 90 APPLICATION OF GARDEN OF EVE, LLC

COUNCILWOMAN SANDERS offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

WHEREAS, Garden of Eve, LLC has submitted a Chapter 90 Application for the purpose of conducting a 2nd Annual Long Island Garlic Festival featuring approximately 10 vendors selling garlic and garlic related products and crafts to be held at 4558 Sound Avenue, Riverhead on Sunday, August 7, 2005, having a rain date of Sunday, August 14, 2005 between the hours of 10:00 a.m. and 6:00 p.m.; and

WHEREAS, Garden of Eve, LLC has completed and filed and Short Form Environmental Assessment Form in accordance with 6 NYCRR 617, and

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

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

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents including the certificate of insurance regarding said application; and

WHEREAS, the applicable Chapter 90 fee has been paid.

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

RESOLVED that the Chapter 90 Application of Garden of Eve, LLC for the purpose of conducting a 2nd Annual Long Island Garlic Festival featuring approximately 10 vendors selling garlic and garlic related products and crafts to be held at 4558 Sound Avenue, Riverhead on Sunday, August 7, 2005, having a rain date of Sunday, August 14, 2005 between the hours of 10:00 a.m. and 6:00 p.m. is hereby approved; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public so that an outdoor place of assembly permit can be issued. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 209 for the purpose of scheduling the required inspection appointment; and be it

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| | | | | | | | | | |
|-----------|-------------------------------------|-----|--------------------------|----|-----------|-------------------------------------|-----|--------------------------|----|
| Bartunek | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no | Sanders | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| Blass | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no | Densieski | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| Cardinale | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no | | | | | |

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

further

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

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Garden of Eve, LLC, P.O. Box 216, Aquebogue, New York, 11931; Bruce Johnson, Fire Marshal; Chief Hegermiller, Riverhead Police Department; the Riverhead Fire Department and the Office of the Town Attorney.

7/6/05

Adopted

TOWN OF RIVERHEAD

Resolution # 669

**APPROVES CHAPTER 90 APPLICATION OF MARTHA CLARA VINEYARDS, LLC
(VARIOUS EVENTS/FUNCTIONS/ FUNDRAISERS)**

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILMAN BARTUNEK :

WHEREAS, Martha Clara Vineyards, LLC has submitted a Chapter 90 Application for the purpose of erecting a tent for wine tasting room guests and charity functions/fundraisers to be held at 6025 Sound Avenue, Jamesport, New York, between the hours of 11:00 a.m. and 10:00 p.m. for the duration of August 17, 2005 through October 12, 2005; and

WHEREAS, Martha Clara Vineyards, LLC has submitted an completed Short Form Environmental Assessment pursuant to 6 NYCRR Part 617 identifying the potential adverse environmental impacts of the event; and

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

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application; and

WHEREAS, the Town of Riverhead does not issue Chapter 90 permits for private functions.

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

RESOLVED, that the application of Martha Clara Vineyards, LLC for the purpose of erecting a tent for wine tasting room guests and charity functions/fundraisers to be held at 6025 Sound Avenue, Jamesport, New York, between the hours of 11:00 a.m. and 10:00 p.m. for the duration of August 17, 2005 through October 12, 2005 is hereby approved; and be it further

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 81 entitled, "Noise Control" and that applicant shall not exceed the noise limits as defined in Section 81-5 Prohibited Acts.; and be it further

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

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

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 209, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Chapter 90 Application Fee has been paid; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Martha Clara Vineyards, LLC, Attn: Bridget Quinn, 6025 Sound Avenue, Riverhead, New York, 11901; Bruce Johnson, Riverhead Fire Marshal; Chief David Hegermiller, Riverhead Police Department and the Office of the Town Attorney

Resolution # 670

**APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF
JAMESPORT FIRE DEPARTMENT**

COUNCILMAN BARTUNEK offered the following resolution, was seconded by

COUNCILWOMAN SANDERS :

WHEREAS, Jamesport Fire Department has submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held at the George C. Young Community Center, S. Jamesport Avenue, Jamesport, New York on July 16, 2005 at approximately 10:00 p.m.; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Jamesport Fire Department and the Riverhead Fire Marshal and a certificate of insurance from the fireworks company (Fireworks by Grucci, Inc.) naming the Town of Riverhead as an additional insured and has determined that same is satisfactory as to their form.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Jamesport Fire Department, for the purpose of conducting a fireworks display to be held at George C. Young Community Center, S. Jamesport Avenue, Jamesport, New York on July 16, 2005 between 9:45 p.m. and 10:15 p.m., is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Jamesport Fire Department.
- Scheduling a pre-event inspection between 12:00 noon and 2:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Jamesport Fire Chief in attendance.
- Fireworks and technicians must arrive at the George C. Young Community Center no later than 2:00 p.m. on the day of the event.
- Fire Marshal to be present 30 minutes prior to commencement of show for purpose of final inspection and safety review.
- The show shall be limited to firework shells not larger than 4" in diameter.
- The Fire Marshal shall have the final authorization to allow the show to proceed or cancel the show if there are unsafe conditions, lighting and/or wind in excess of 30 miles per hour; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Jamesport Fire Department, P.O. Box 78, Jamesport, New York, 11947, Attn: William Burns; Fireworks by Grucci, Inc., One Grucci Lane, Brookhaven, New York, 11719; the Jamesport Fire Department Chief John Apicello; Bruce Johnson, Riverhead Fire Marshal; Chief Hegermiller, Riverhead Police Department and the Office of the Town Attorney.

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THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION ~~WAS~~ WAS NOT
 THEREFORE DULY ADOPTED

Adopted

LY 6, 2005

TOWN OF RIVERHEAD

Connecticut Ave Culvert Replacement Project

BUDGET ADOPTION

RESOLUTION # 671

COUNCILWOMAN SANDERS

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

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

| | | <u>FROM</u> | <u>TO</u> |
|-------------------------|-----------------------|-------------|-----------|
| 406.051100.433300.45034 | Brookhaven Town | 108,500 | |
| 406.000000.000000.45034 | Serial Bond Proceeds | 119,500 | |
| 406.051100.523008.45034 | Drainage Construction | | 162,000 |
| 406.051100.543502.45034 | Engineering Expense | | 30,000 |
| 406.051100.547900.45034 | Contingency | | 25,000 |
| 406.051100.487451.45034 | Transfer from CHIPS | | 11,000 |

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

7/6/05

TOWN OF RIVERHEAD

Adopted

Resolution # 672

AUTHORIZING THE TRANSFER OF COUNTY OWNED PROPERTY TO THE TOWN OF RIVERHEAD (PARCEL AT INTERSECTION OF HORTON AVENUE AND OSBORNE AVENUE)

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

WHEREAS, through tax default, the County of Suffolk has acquired the real property known as 0600-101-2-7 (parcel at intersection of Horton Avenue and Osborne Avenue), in the Town of Riverhead; and

WHEREAS, the Town of Riverhead's intended use of the real property known as 0600-101-2-7, is for municipal use, specifically for the creation of a roundabout for traffic safety purposes; and

WHEREAS, this property may be transferred to the Town of Riverhead pursuant to General Municipal Law 72-h.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby authorizes the Supervisor to take all necessary steps to take title to the tax default property known as 0600-101-2-7 (parcel at intersection of Horton Avenue and Osborne Avenue) including the expenditure of \$15,917.62 for the acquisition of said property from the County of Suffolk; and be it further;

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to County of Suffolk, Kevin Law, Deputy County Executive, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York, 11788; County of Suffolk, Department of Planning Division of Real Estate, Patricia Zielenski, P.O. Box 6100, Hauppauge, New York 11788; Elaine Harrison, Office of the Suffolk County Treasurer, 330 Center Drive, Riverhead, New York 11901; Honorable Michael J. Caracciolo, Legislator, First District, 423 Griffing Avenue, Riverhead, New York, 11901; Town Engineer; Highway Department; ; Assessor's Office; Tax Receiver's Office; the Supervisor's Office, the Building Department, and the Town Attorney's Office.

W:\Laura Calamita\reso\72-h2.reso.doc

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT THEREFORE DULY ADOPTED

07/06/05

Adopted

TOWN OF RIVERHEAD

Resolution # 673

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH THE LONG ISLAND WINE COUNCIL, INC.

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

WHEREAS, the Riverhead Railroad Station has been licensed by The Long Island Rail Road Company to the Town of Riverhead under a License Agreement dated February 19, 2002; and

WHEREAS, The Long Island Wine Council, Inc., wishes to occupy the Riverhead Railroad Station for use as an office for its not-for-profit corporate purposes; and

WHEREAS, the Town of Riverhead wishes to grant The Long Island Wine Council, Inc. the right to occupy said premises in order to conduct the aforementioned activity;

NOW, THEREFORE, it is hereby

RESOLVED, that the Supervisor is hereby authorized to execute the attached License Agreement with The Long Island Wine Council, Inc. for use of the Riverhead Railroad Station; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to The Long Island Wine Council, Inc., P.O. Box 74, Peconic, New York 11958, the Office of the Town Attorney, the Community Development Director and the Town Financial Administrator.

| | | | | |
|-----------|-------------------------------------|-----|--------------------------|----|
| THE VOTE | | | | |
| Bartunek | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| Sanders | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| Blass | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| Densieski | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| Cardinale | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |

X:\Agreements\authorize agreement LIWC.docLIWC

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

Adopted

07/06/05

TOWN OF RIVERHEAD

Resolution # 674

AUTHORIZES THE SUPERVISOR TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF BROOKHAVEN FOR THE REPLACEMENT OF A CULVERT UNDER CONNECTICUT AVENUE SITUATE WITHIN THE JURISDICTIONAL BOUNDARIES OF THE TOWNS OF RIVERHEAD AND BROOKHAVEN

COUNCILWOMAN SANDERS offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

WHEREAS, The Town of Riverhead and the Town of Brookhaven are desirous of entering into an inter-municipal agreement whereby a culvert lying beneath Connecticut Avenue and located within both the Town of Riverhead and the Town of Brookhaven would be replaced, and

WHEREAS the Towns are authorized to enter into such agreements pursuant to General Municipal Law §119-o.

NOW, THEREFORE, it is hereby

RESOLVED the Town Board of the Town of Riverhead authorizes the Supervisor to execute the attached inter-municipal agreement with the Town of Brookhaven, and

BE IT FURTHER RESOLVED , that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Town Supervisor, Town Attorney and Town Clerk of the Town of Brookhaven, the Office of the Riverhead Town Attorney, Riverhead Town Engineer and the Office of Accounting of the Town of Riverhead.

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD

Adopted

Resolution # 675

AUTHORIZES THE SUPERVISOR TO EXECUTE AN INTERMUNICIPAL AGREEMENT BETWEEN TOWN OF RIVERHEAD AND THE RIVERHEAD CENTRAL SCHOOL DISTRICT

COUNCILMAN DENSIESKI offered the following resolution, was seconded by COUNCILMAN BARTUNEK :

WHEREAS, the Riverhead Central School District and the Town of Riverhead have conducted discussions concerning the Town of Riverhead's acceptance of management and maintenance of School District property, namely the World War II Monument and the surrounding area upon which the flagpole is situated located at Pulaski Street and Osborne Avenue.

WHEREAS, it is the interest of the taxpayers of the Town of Riverhead and the Riverhead Central School District to share resources in this undertaking; and

WHEREAS, it is possible to make these resources available for mutual use when it is in the public interest; and

WHEREAS, both parties wish to enter into an Agreement to repair and maintain the World War II Monument and the surrounding area.

NOW BE IT THEREFORE RESOLVED, the Supervisor is hereby authorized to execute the attached Intermunicipal Agreement between the Town and the Riverhead Central School District; and be it further

RESOLVED, So that the intent of this Honorable Board be widely known, the Town Clerk is hereby directed to forward a certified copy of this resolution to the Riverhead Central School District, 700 Osborne Avenue, Riverhead, New York 11901; John H. Gross, Ingerman Smith LLP, 167 Main Street, Northport, New York 11768; the Office of the Supervisor; the Office of the Town Attorney; Office of the Town Engineer and the Accounting Department.

THE VOTE
Bartunek yes no Sanders yes no
Blass yes no Densieski yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

MUNICIPAL COOPERATION AGREEMENT entered into as of the 7th day of June, 2005, by and between the BOARD OF EDUCATION, RIVERHEAD CENTRAL SCHOOL DISTRICT, with offices for the transaction of business located at 700 Osborne Avenue, Riverhead, New York and the TOWN OF RIVERHEAD, with offices for the transaction of business located at 200 Howell Avenue, Riverhead, New York.

WHEREAS, the Riverhead Central School District and the Town of Riverhead have conducted discussions concerning the Town of Riverhead's acceptance of management and maintenance of School District property, namely the World War II Monument and the surrounding area upon which the flagpole is situated located at Pulaski Street and Osborne Avenue.

WHEREAS, it is the interest of the taxpayers of the Town of Riverhead and the Riverhead Central School District to share resources in this undertaking;

WHEREAS, it is possible to make these resources available for mutual use when it is in the public interest;

WHEREAS, the Riverhead Central School District wishes to enter into this Agreement with the Town of Riverhead for the use of the World War II Monument and the surrounding area;

WHEREAS, the parties recognize what their respective rights and obligations will be under the contract;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The term of this Agreement shall be for a period of thirty (30) days.
2. The Town of Riverhead and the Riverhead Central School District each represent that it is authorized, pursuant to both Article 9 section 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements.
3. The Town of Riverhead and the Riverhead Central School District, believing it to be in the best interest of their taxpayers, do hereby authorize intermunicipal cooperation and assistance with and between each other for the maintenance of the World War II Monument and the surrounding area (the "Monument").

4. The Riverhead Central School District will give permission to the Town of Riverhead to periodically come on the premises to maintain the School District's Monument.

5. Each party hereby waives and releases one another, its directors, officers, agents and employees, from any and all claims arising out of or resulting from this Agreement.

6. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

7. This Agreement constitutes the full and complete agreement between the Riverhead Central School District and the Town of Riverhead, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.

8. The undersigned representative of the Town of Riverhead hereby represent and warrant that the undersigned is an officer, director or agent of the Town of Riverhead with full legal rights, power and authority to enter into this Agreement on behalf of the Town of Riverhead and bind the Town of Riverhead with respect to the obligations enforceable against the Town of Riverhead in accordance with the terms contained herein.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

RIVERHEAD CENTRAL SCHOOL DISTRICT

By: Lori Hulse Montefusco

Printed Name: Lori Hulse Montefusco

Date: 6/1/05

TOWN OF RIVERHEAD

By: _____

Printed Name: _____

Date: _____

TOWN OF RIVERHEAD

Adopted

Resolution # 676

AUTHORIZES THE RELEASE OF PERFORMANCE BOND FOR SUFFOLK CEMENT PRODUCTS, INC.

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

WHEREAS, Suffolk Cement Products, Inc. posted a performance bond, (Travelers Casualty and Surety Company of America #73 SB 101160710B CM) in the sum of Forty Seven Thousand One Hundred Sixty Six Dollars (\$47,166) pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and a Certificate of Occupancy has been issued for said construction.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the performance bond (#73 SB 101160710 BCM) in the sum of Forty Seven Thousand One Hundred Sixty Six Dollars (\$47,166) and

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Suffolk Cement Products Inc., PO Box 241, Calverton, New York 11933, the Building Department; the Accounting Department, the Town Clerk and the Town Attorney's Office.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, That we **Suffolk Cement Products, Inc.**

of **1843 Middle Road, P.O. Box 241, Calverton, New York 11933-0241,**
as Principal, (hereinafter called Principal), and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Connecticut with its Home Office in the City of Hartford, Connecticut, as Surety, (hereinafter called Surety), are held and firmly bound unto **Town of Riverhead of 200 Howell Avenue, Riverhead, New York 11901** as Obligee, in the full and just sum of **Forty - Seven Thousand One Hundred Sixty Six and 00/100 (\$ 47,166.00)** Dollars, lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has made application with the Obligee for construction and site improvements as set forth in **Resolution #1044, adopted by the Town of Riverhead, and as depicted upon approved site plan.**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly keep and in every respect comply with and conform to the provisions set forth in **Resolution #1044 adopted by the Town of Riverhead, install all required improvements and in all respects comply with the conditions and requirements as set forth in Resolution #1044 adopted by the Town of Riverhead,** then this obligation to be void; otherwise to remain in full force and effect.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final resolution is adopted confirming release of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named here or the heirs, executors, administrators or successors of Owner.

Sealed with our seals and dated this **7th** day of **January, 1998.**

Suffolk Cement Products, Inc.

(Principal)

Patricia C. Petar
(Witness)

By *Linda Kozofsky VP/Secy*

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By *Sarah Rosenholz*
Sarah Rosenholz Attorney-in-Fact

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and authorized, and does by these presents make, constitute and appoint appoint appoint Jane M. Bender, Kim Christensen-Blair, Alexandra L. Curran, Sarah Doherty, Laura Fincke, Robert V. Finnell, Jon Fullerton, Richard Garone, Craig L. Gortner, Beulah Greenberg, Kevin M. Guillet, Richard W. Haran, Diane Hart, Karen Kliesch-Matesic, Anita McAndrew, Hyacinth Moo Young, C. M. Piciullo, Frances Rienzo, Sarah Rosenholtz, James P. Sciortino, Lynne Sekou, Mary L. Shean or Matthew G. Schott **

of New York, East Meadow, Purchase, NY, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated the following instrument(s):

by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto

and to bind TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company, which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him or her.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Group Executive, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA has caused this instrument to be signed by its Senior Vice President, and its corporate seal to be hereto affixed this 30th day of October, 1997.

STATE OF CONNECTICUT
County of Hartford



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By George W. Thompson
George W. Thompson
Senior Vice President

On this 30th day of October, 1997, before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault
My commission expires June 30, 2001 Notary Public
Marie C. Tetreault

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Witnessed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 7th day of January

19 98



By Rose Gonsoulin
Rose Gonsoulin
Assistant Secretary

TOWN OF RIVERHEAD

Resolution # 677

AUTHORIZES THE RELEASE OF PERFORMANCE BOND FOR SAWMILL CREEK REALTY LLC – BLUE FIN REALTY

COUNCILMAN DENSIESKI

offered the following resolution,

which was seconded by **COUNCILMAN BARTUNEK**

WHEREAS, Sawmill Creek Realty, LLC (Site Plan approval for Blue Fin Realty Resolution #1178 dated November 19, 2002) posted a performance bond, (Nova Casualty Company #44864 dated January 29, 2004) in the sum of Sixteen Thousand Eight Hundred Dollars (\$16,800) pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and a Certificate of Occupancy has been issued for said construction.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the performance bond (#44864) in the sum of Sixteen Thousand Eight Hundred Dollars (\$16,800) and

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Sawmill Creek Realty, LLC, 29 Central Avenue, Hauppauge, New York 11788, the Building Department; the Accounting Department, the Town Clerk and the Town Attorney's Office.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Adopted

TOWN OF RIVERHEAD

Resolution # 678

AUTHORIZES THE RELEASE OF PERFORMANCE BOND FOR TARGET
COPROPRATION RISK MANAGEMENT

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

WHEREAS, Target Corporation Risk Management posted a performance bond, (The American Institute of Architects Bond #285011320) in the sum of Three Hundred Eighty Thousand One Hundred Fifty Seven Dollars (\$380,157) pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and a Certificate of Occupancy has been issued for said construction.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the performance bond (#285011320) in the sum of Three Hundred Eighty Thousand One Hundred Fifty Seven Dollars (\$380,157) and

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Target Corporation Risk Management, d/b/a Target Stores T1818, Attention Carla G. French, 1000 Nicollet Mall, TPN 1300, Minneapolis, MN 55403-2467, the Building Department; the Accounting Department, the Town Clerk and the Town Attorney's Office.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

07/06/05

Adopted

TOWN OF RIVERHEAD

Resolution # 679

AUTHORIZES THE RELEASE OF SECURITY POSTED FOR SISTER'S REALTY LLC (JUDY & SUSAN EMANUELE)

COUNCILWOMAN SANDERS offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

WHEREAS, Sister's Realty LLC - Judy & Susan Emanuele, posted security, North Fork Bank Check #67871069 dated February 6, 2004 in the amount of Thirty Two Thousand Five Hundred Dollars (\$32,500) pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and a Certificate of Occupancy has been issued for said construction.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the security bond in the sum of Thirty Two Thousand Five Hundred Dollars (\$32,500) and

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Judy & Susan Emanuele, 1267 East Main Street, Riverhead, New York, the Building Department; the Accounting Department, the Town Clerk and the Town Attorney's Office.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

07/06/05

Adopted

TOWN OF RIVERHEAD

Resolution # 680

AUTHORIZES THE RELEASE OF SECURITY POSTED FOR ROBERT
GAMMON – WOODSIDE FARMS

COUNCILMAN DENSIESKI offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

WHEREAS, Robert Gammon – Woodside Farms. posted security, Check #272 dated April 19, 2004 in the amount of One Thousand Five Hundred Dollars (\$1,500) pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and a Certificate of Occupancy has been issued for said construction.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the security in the sum of One Thousand Five Hundred Dollars (\$1,500) and

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Robert Gammon, Woodside Farms, 70 Woodside Lane, Laurel, New York 11948, Building Department; the Accounting Department, the Town Clerk and the Town Attorney's Office.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 681

ACCEPTS CASH SECURITY OF CELLULAR TELEPHONE COMPANY D/B/A AT&T WIRELESS - FRESH POND AVENUE

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK

WHEREAS, Munley, Meade, Nielsen and Re' as agent for Cellular Telephone Company D/B/A AT&T Wireless has posted a security (check #509 Wireless Access Technologies, Inc.) in the sum of Seven Hundred and Fifty Dollars (\$750) representing the 5% site plan security as noted in the approved site plan dated February 15, 23005 Resolution #156 for two (2) panel antennas with additional equipment cabinets onto an existing tower located at 210 Fresh Pond Avenue, Calverton, New York Suffolk County Tax Map # 600-77.-3-1, pursuant to Section 108-133 (I) of the Riverhead Town Code;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the 5% security in the sum of Seven Hundred Fifty Dollars (\$750); and,

BE IT FURTHER RESOLVED, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Munley, Meade, Nielsen and Re', Ms. Jacalyn R. Flemin, 36 North New York Avenue, Huntington, New York 11743, the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTE

Bartunek Yes No Sanders Yes No

Blass Yes No Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/6/05

TOWN OF RIVERHEAD

Adopted

Resolution # 682

REDUCES PERFORMANCE BOND OF SOUND AVENUE COMPANY, LLC
(SILVER VILLAGE)

COUNCILMAN BARTUNEK offered the following resolution, was seconded by

COUNCILWOMAN SANDERS :

WHEREAS, pursuant to Resolution #542 dated May 15, 2001, the Riverhead Town Board accepted a performance bond from Sound Avenue Company, LLC in the amount of \$42,000.00 (Federal Insurance Company Performance Bond #81635415) representing road and drainage improvements to be completed in the condominium project entitled, "Silver Village at Aquebogue"; and

WHEREAS, pursuant to Riverhead Planning Board Resolution #57 dated June 17, 2005, it has determined that a substantial portion of the road and drainage improvements have been completed and further recommends that the performance bond be reduced to the amount of \$10,000.00.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the reduction of the security posted by Sound Avenue Company, LLC to the amount of \$10,000.00; and be it further

RESOLVED, that upon receipt of security in the reduced amount of \$10,000.00, the Town Clerk will be authorized to release the previously submitted performance bond in the amount of \$42,000.00; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Sound Avenue Company, LLC, 520 Old Country Road West, CS1818, Hicksville, New York, 11801, Attn: Stephen Cody; the Riverhead Planning Department; the Riverhead Building Department and the Office of the Town Attorney.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

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

July 6, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 683

**SUPPORTS THE ENACTMENT OF THE CLEAN WATER
PROTECTION/FLOOD PREVENTION ACT (A.2048/S.2081) BY THE
NEW YORK STATE LEGISLATURE**

COUNCILWOMAN SANDERS offered the following

resolution, which was seconded by COUNCILWOMAN BLASS

WHEREAS, as set forth in the state Freshwater Wetlands Act (Environmental Conservation Law, Art. 24), the "freshwater wetlands of the state of New York are invaluable resources for flood protection, wildlife habitat, open space, and water resources;"

WHEREAS, as set forth in the state Freshwater Wetlands Act (Environmental Conservation law, Art. 24): Any loss of freshwater wetlands deprives the people of the state of some or all of the many and multiple benefits to be derived from wetlands, to wit:

- (a) flood and storm control by the hydrologic absorption and storage capacity of freshwater wetlands;
- (b) wildlife habitat by providing breeding, nesting and feeding grounds and cover for many forms of wildlife, wildfowl and shorebirds, including migratory wildfowl and rare species such as the bald eagle and osprey;
- (c) protection of subsurface water resources and provision for valuable watersheds and recharging ground water supplies;
- (d) recreation by providing areas for hunting, fishing, boating, hiking, bird watching, photography, camping and other uses;
- (e) pollution treatment by serving as biological and chemical oxidation basins;
- (f) erosion control by serving as sedimentation areas and filtering basins, absorbing silt and organic matter and protecting channels and harbors;
- (g) education and scientific research by providing readily accessible outdoor bio-physical laboratories, living classrooms and vast training and education resources; and
- (h) open space and aesthetic appreciation by providing often the only remaining open areas along crowded river fronts and coastal Great Lakes regions; and

- (i) sources of nutrients in freshwater food cycles and nursery grounds and sanctuaries for freshwater fish.

WHEREAS the U.S. Geological Survey estimated that, as of 1980, New York State already has lost 60% of its wetlands;

WHEREAS the state Freshwater Wetlands Act protects only wetlands that are 12.4 acres or larger, or those that have been specially designated as being of unusual local importance, and relies on the U.S. Army Corps of Engineers (ACOE) to protect the vast majority of wetlands under 12.4 acres;

WHEREAS as a result of changes in federal policy, so-called "isolated" wetlands are no longer afforded federal protection;

WHEREAS the 12.4 acre size threshold is current state law coupled with the loss of federal protection for many smaller wetlands has created a regulatory gap, leaving an estimated tens of thousands of wetlands in New York without any regulatory protection;

WHEREAS New York is the only state in the Northeast that uses wetland size as a threshold criteria for wetland regulation;

WHEREAS the Riverhead Town Board recognizes the valuable functions freshwater wetlands perform for the Town of Riverhead including maintaining water quality, preventing flooding, and providing critical habitat; and

WHEREAS the Clean Water Protection/Flood Prevention Act (A.2048/S.2081) gives greater protection to New York's freshwater wetlands by reducing the size threshold for state jurisdiction to one acre and streamlining the wetland mapping process.

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby requests that the New York State Legislature enact the Clean Water Protection/Flood Prevention Act (A.2048/S2081); and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Assemblywoman Acampora, Senator LaValle, Senator Bruno, Speaker Silver, and Governor Pataki.

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

July 6, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 684

APPOINTS WASTEWATER TREATMENT PLANT OPERATOR TRAINEE IN THE SEWER DEPARTMENT

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

WHEREAS, a vacancy exists for the position of Wastewater Treatment Plant Operator Trainee in the Sewer Department; and

WHEREAS, all willing applicants found on Civil Service list #05T-227 were interviewed and the personnel committee along with the Superintendent of Wastewater have made a recommendation.

NOW, THEREFORE, BE IT RESOLVED, that effective July 18, 2005 the Town Board hereby appoints Robert Helupka to the position of Wastewater Treatment Plant Operator Trainee in the Sewer Department on Group 9 Step P of the Operational and Technical Salary Schedule of the CSEA Contract.

BE IT FURTHER RESOLVED, that the Town Clerk be, and is hereby, authorized to forward a copy of this resolution to Robert Helupka, the Sewer Department and the Office of Accounting.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

7/6/05

Town of Riverhead
Resolution 685

AUTHORIZES SUBMISSION OF GRANT APPLICATION TO NYS DEPARTMENT OF STATE FOR FUNDING FROM THE ENVIRONMENTAL PROTECTION FUND TO UNDERTAKE A COMPREHENSIVE WATERSHED STUDY/WATERSHED MANAGEMENT PLAN OF THE PECONIC ESTUARY SYSTEM

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

WHEREAS, the Town of Riverhead, in cooperation with the Peconic River Fish Restoration Commission, has pursued funding for a variety of projects involving both dam safety and fish passage improvements; and

WHEREAS, the projects require permits from the NYS Department of Environmental Conservation the application for which necessitates a Comprehensive Watershed Analysis of the Peconic River Watershed System from Brookhaven Town to Peconic Avenue in the Town of Riverhead; and

WHEREAS, the Town of Riverhead has substantially completed a Local Waterfront Revitalization Program, the goals and objectives of which encourage preservation of the ecology of the Peconic River and increased public access to waterfront areas; and

WHEREAS, the NYS Environmental Protection Fund Program provides funding for the preparation of a waterbody/watershed management plan.

THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Community Development Director to submit an application for funding in the amount of \$40,250 from the NYS Department of State for funds to undertake a Comprehensive Watershed Analysis which, upon completion will serve as the foundation for permits applications required by the NYS Department of Environmental Conservation for certain dam safety and fish passage improvements necessary and appropriate in the Peconic River system.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to provide a certified copy of this resolution to Mr. Steve Ridler, Assistant Bureau Chief, Division of Coastal Resources, NYS DOS, 41 State Street, 8th Floor, Albany, NY 12231-0001, Shana Miller, SCDHS, Division of Ecology, County Center, Riverhead, NY 11901, and Andrea Lohneiss, Community Development Director.

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

**STATES THE SENSE OF THE TOWN BOARD AND AUTHORIZES
NEGOTIATION WITH VINTAGE GROUP INC. REGARDING RAILROAD
AVENUE REDEVELOPMENT PROJECT**

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

WHEREAS, the Town of Riverhead recently issued an RFP requesting proposals for a redevelopment project including atrium parking on Town owned premises on Railroad Avenue.

WHEREAS, only one response was received, that being from the Vintage Group Inc.

WHEREAS, the Vintage Group Inc. recently reaffirmed its interest in proceeding with further discussion of its proposed project.

NOW, THEREFORE, BE IT RESOLVED that the Riverhead Town Board states its interest in negotiating with Vintage Group Inc. a redevelopment project including atrium parking at the Railroad Avenue site provided that the following factors, in addition to others not herein stated, are satisfactorily resolved via the negotiation process:

1) Assumption by Vintage Group Inc., with consent of appropriate County and State officials, of the Town's commitment to provide adequate parking for the 8 additional civil courtrooms and an enlarged jury room presently under construction.

2) Determination and designation of Vintage Group Inc. as a qualified and eligible sponsor pursuant to applicable rules, regulations and law.

3) Payment by Vintage Group Inc. to the Town of Riverhead of the full amount invested or the present fair market value of property owned by the Town of Riverhead at Railroad Avenue, whichever is greater.

4) Receipt by the Town of Riverhead from Vintage Group Inc. of an adequate performance bond insuring successful completion of the full project.

BE IT FURTHER RESOLVED that the Town Clerk shall forward a certified copy of this Resolution to Vintage Group Inc.

THE VOTE

Bartunek ~~Yes~~ No

Sanders ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Cardinale ~~Yes~~ No

July 6, 2005

Adopted

TOWN OF RIVERHEAD

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST
A HELP WANTED AD FOR SUPERINTENDENT OF RECREATION I
And DIRECTOR OF SENIOR CITIZEN SERVICES

RESOLUTION # 687

COUNCILWOMAN BLASS offered the following

resolution, which was seconded by COUNCILMAN BARTUNEK.

BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Advertisements in the July 10, 2005 Sunday edition of The New York Times.

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

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No *abstain*

Cardinale Yes No

SUPERINTENDENT OF RECREATION

Rvhd Twn seeks candidates w/BS/BA

& 2yr exp – Apply to Acctg Office

200 Howell Ave Rvhd NY EOE by 6/3/05. 7/20/05

DIRECTOR OF SENIOR CTZ SVCS

Rvhd Twn seeks candidates w/BS/BA

& 4yr exp - Apply Acctg Office

200 Howell Ave Rvhd NY EOE by 6/3/05 7/20/05