

FEBRUARY 2, 2010 TOWN BOARD RESOLUTIONS

- Res. #112 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (§108-3. Definitions. – Country Inn)
- Res. #113 Authorizes Town Clerk to Post and Publish Notice to Bidders for Annual Construction Contract
- Res. #114 Authorizes Town Clerk to Post and Publish Notice to Bidders for Annual Procurement Contract
- Res. #115 Approves Memorandum of Agreement (U-29507)
- Res. #116 Approves the Defense and Indemnification for Young & Young
- Res. #117 Authorizes Sewer District Employee to Attend Course (May, 2010)
- Res. #118 Authorizes Sewer District Employee to Attend Course (June 2010)
- Res. #119 Extends Bid Contract with Savory Food Service, Inc.
- Res. #120 2009 Calverton Enterprise Rail Spur Capital Project Budget Adjustment
- Res. #121 Approves Chapter 90 Application of Jamesport Fire Department to Conduct a Firemen's Carnival
- Res. #122 Authorizes Release of Developer Money Mountain Brook Homes
- Res. #123 Ratifies the Extension of a Bid for Food
- Res. #124 2009 Highway Fund Budget Adjustment
- Res. #125 Howell Avenue Pump Station – Contract G Bid that is Ineligible for Award
- Res. #126 Authorization to Discard Fixed Assets
- Res. #127 Order Calling Public Hearing Regarding Cellular Communication Leases with the Riverhead Water District and Metro PCS New York, LLC
- Res. #128 Ratifies Publication of Bid Notices – Riverhead Water District
- Res. #129 Appoints Member to the Recreation Advisory Committee (Karen Ragazzi)
- Res. #130 Authorizes the Release of Cash Security of Calverton Links LTD
- Res. #131 Authorizes the Release of Cash Security of Apple Honda

- Res. #132 Accepts the Resignation of a Kennel Attendant (Margaret Schwarz)
- Res. #133 Solid Waste Management Plan Budget Adjustment
- Res. #134 Adopts a Local Law to Amend Chapter 95 Entitled “Taxation” of the Riverhead Town Code (§95-38.1 Un-remarried spouses of volunteer firefighters or volunteer ambulance workers)
- Res. #135 Adopts a Local Law to Amend Chapter 95 Entitled “Taxation” of the Riverhead Town Code (§95-43 Exemptions granted; Cold War Veterans)
- Res. #136 Adopts a Local Law for the Addition of a New Chapter 111 Entitled “Registered Sex Offenders” of the Riverhead Town Code
- Res. #137 Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108 Entitled, “Zoning” of the Riverhead Town Code (Industrial C (IC) Zoning Use District – Uses)
- Res. #138 Resolution Authorizing Supervisor to Execute a Stipulation with Riverhead Enterprises
- Res. #139 Pays Bills

2/17/10

Adopted

TOWN OF RIVERHEAD

Resolution # 112

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE (§108-3. Definitions. - Country Inn)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the February 25, 2010 issue of the News-Review Newspaper, 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 all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio ABSENT Gabrielsen ABSENT
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at Riley Avenue Elementary School, 374 Riley Avenue, Calverton, New York, New York on the 16th day of March, 2010 at 7:15 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

Chapter 108
ZONING
ARTICLE I, General Provisions

§ 108-3. Definitions; word usage.

B. For the purpose of this chapter, certain terms and words are herewith defined as follows:

COUNTRY INN -- A commercial use of real property consisting of a building or buildings, not to exceed two stories and which contains no more than 20 rooms arranged or designed to be made available as overnight accommodations for guests for a stay of no longer than a two-week rental. Accessory restaurant or tavern use of a premises shall be houses within the principal building with a total restaurant seating not to exceed six times the number of guest units and total tavern seating not to exceed 1/3 of the restaurant seating. In the event that a parcel is improved with a country inn, the subject property is restricted from improvement with any other permitted or specially permitted uses. Accessory uses within the country inn building are limited to recreational use, conference room, or library not to exceed 10% of the total floor area of rooms provided. The architectural style, height, size, scale and appearance of the building shall be compatible with the hamlet in which the country inn is located as determined by Town Board site plan approval. Traditional materials such as aged brick, wood and stone shall be used. Incompatible materials shall include concrete block, metal or vinyl siding and reflective glass.

* Underscore represents addition(s)

Dated: Riverhead, New York
February 17, 2010

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 113

AUTHORIZES TOWN CLERK TO POST AND PUBLISH NOTICE TO BIDDERS FOR ANNUAL CONSTRUCTION CONTRACT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorize the Town Clerk to post and publish the attached Notice to Bidders in the February 18, 2010 issue of the official Town newspaper for the Town of Riverhead Annual Construction Contract; and

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio ABSENT Gabrielsen ABSENT
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the Town of Riverhead Annual Construction Contract will be received by the Town of Riverhead in the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, until 11:00 am on March 4, 2010 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and/or obtained on or about February 18, 2010 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

A non-refundable fee of \$50.00 will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Annual Construction Contract".

The Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed in the best interest of the Town of Riverhead.

BY ORDER OF THE RIVERHEAD TOWN BOARD
DIANE M. WILHELM, TOWN CLERK

Dated: February 16, 2010

TOWN OF RIVERHEAD

Resolution # 114

AUTHORIZES TOWN CLERK TO POST AND PUBLISH NOTICE TO BIDDERS FOR ANNUAL PROCUREMENT CONTRACT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorize the Town Clerk to post and publish the attached Notice to Bidders in the February 18, 2010 issue of the official Town newspaper for the Town of Riverhead Annual Procurement Contract; and

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio ABSENT Gabrielsen ABSENT
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the Town of Riverhead Annual Procurement Contract will be received by the Town of Riverhead in the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, until 11:10 am on March 4, 2010 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and/or obtained on or about February 18, 2010 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

A non-refundable fee of \$50.00 will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Annual Procurement Contract".

The Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed in the best interest of the Town of Riverhead.

BY ORDER OF THE RIVERHEAD TOWN BOARD
DIANE M. WILHELM, TOWN CLERK

Dated: February 17, 2010

TOWN OF RIVERHEAD

Resolution # 115

APPROVES MEMORANDUM OF AGREEMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby ratifies and approves the Memorandum of Agreement by and between the Civil Service Employees Association and the Town of Riverhead dated February 2, 2010 in relation to PERB Case No. U-29507.

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio ABSENT Gabrielsen ABSENT
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

2/17/2010

ADOPTED

TOWN OF RIVERHEAD

Resolution # 116

**APPROVES THE DEFENSE AND INDEMNIFICATION
FOR YOUNG & YOUNG**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead retained Young & Young to provide professional services for a project known as the Grangebél Park Improvement Project (hereinafter the "Project"); and

WHEREAS, the Town of Riverhead subsequently terminated the services of Young & Young after failed attempts to resolve disputes related to Young & Young's performance of professional services in connection with the Project; and

WHEREAS, the Town of Riverhead was required to prepare a new bid package identifying the work and design detail necessary to complete the Project, which included a plan prepared by Young & Young stamped by the New York State Department of Environmental Conservation as and for DEC Site Improvement Permit #1-4730-00175/0021; and

WHEREAS, Young & Young objected to the inclusion of the plan citing that the plan was not complete and may subject it to a claim for damages related to any aspect of the Project; and

WHEREAS, the Town's inclusion of the plan prepared by Young & Young was not intended to subject Young & Young to any risk of claims related to the Project but instead the plan identifies the DEC Permit for site improvement;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Release and Indemnification Agreement with Young and Young, 400 Ostrander Avenue, Riverhead, New York 11901, in substantially the same form as annexed hereto; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to Young and Young, 400 Ostrander Avenue, Riverhead, New York 11901 and Sinnreich, Kosakoff & Messina, LLP, Courthouse Plaza, 267 Carleton Avenue, Suite 301,

2/17/10-Approves Young & Young Release and Indemnification – Town Attorney

Central Islip, New York 11722; and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio ABSENT Gabrielsen ABSENT
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Release and Indemnification Agreement

Agreement made this _____ day of February, 2010, by and between the Town of Riverhead, a municipal corporation with offices located at 200 Howell Avenue, Riverhead, New York 11901 (the "Town"), and Young and Young, 400 Ostrander Avenue, Riverhead, New York 11901 ("Young and Young").

Whereas the Town retained Young & Young to provide professional services set forth in "Scope of Work" for a project known as and referred to as the Grangebél Park Improvement Project (the "Project"); and

Whereas, prior to the performance of and/or completion of the services set forth in the Scope of Work and after attempts to resolve disputes related to the performance of professional services set forth in the Scope of Work, the Town terminated the services of Young & Young; and

Whereas, at the time of termination of the contract Young & Young had not completed the preparation of final design documents suitable for construction purposes; and

Whereas the Town determined it was in the best interests of the Town of Riverhead to complete the project and, as such, the Town prepared bid package identifying the work and design detail for the work necessary to complete the Grangebél Park Improvement Project such that the project may be competitively bid; and

Whereas, the bid package included a plan prepared by Young & Young and stamped by the New York State Department of Environmental Conservation; and

Whereas, Young & Young, by counsel, contacted the Town to express objection to

the inclusion of the plan prepared by Young & Young in the bid package and asserted and alleged, inter alia, that the inclusion of the plan violated Young & Young's proprietary interest as the Town failed to compensate Young & Young for preparation of the plan and as the plan was not complete the release and inclusion of same in the bid package was improper and may subject Young & Young to a claim for damages related to any aspect of the project, including to but limited to, the bidding process, construction and completion of the project; and

Whereas, the Town's inclusion of the plan prepared by Young & Young was not intended to expose or subject Young & Young to risk of claim(s) related to the Grangebel Park Improvement Project; and

Now, therefore, it is hereby agreed as follows:

1. The Town agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless Young & Young, its consultants, agents, employees, insurers, successors and assigns, from and against any and all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the use of the documents prepared by Young & Young, except for claims by the Town against Young & Young for breach of contract arising from the contract/Scope of Work between the Town and Young & Young and claims arising out of Young and Young' own professional negligence.
2. The Town releases, to the fullest extent permitted by law, Young and Young, its consultants, agents, employees, insurers, successors and assigns, from

any and all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the use of the documents prepared by Young & Young, except for claims by the Town against Young & Young for breach of contract arising out of the contract/Scope of Work between the Town and Young and claims arising from Young and Young' own professional negligence.

3. Except as expressly set forth herein, this agreement is without prejudice to, and expressly preserves, all claims and defenses by the Town and Young and Young arising out of or relating to the termination of Young and Young and any claims by Young and Young for allegedly unpaid compensation due and owing in consideration of Young and Young's prior services on the project.

WHEREFORE, the aforementioned is hereby acknowledged to and agreed by the parties, and is executed by representatives authorized to enter into this Release and Indemnification Agreement.

Young and Young

By: _____

Town of Riverhead

By: _____
Sean M. Walter, Supervisor

2/17/10

Adopted

TOWN OF RIVERHEAD

Resolution # 117

AUTHORIZES SEWER DISTRICT EMPLOYEE TO ATTEND COURSE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, SUNY Morrisville is sponsoring Wastewater Treatment Operators Certification Courses having a specific course entitled, "Basic Operations of Wastewater Treatment Plants" to be held on May 17, 2010 through May 28, 2010; and

WHEREAS, it is the desire of Michael Reichel, Sewer District Superintendent, that a Sewer District employee attend such course.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes a Sewer District employee to attend the aforementioned course to be held at SUNY Morrisville on May 17, 2010 through May 28, 2010; and be it further

RESOLVED, that all related, receipted, expenses incurred by the Sewer District Employee, not to exceed a total cost of \$2,775.00 (\$975.00 – course fee, \$900.00 - lodging and \$900.00 - meals and expenses) shall be reimbursed upon his return; and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No

Giglio ABSENT Gabrielsen ABSENT

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

2/17/10

Adopted

TOWN OF RIVERHEAD

Resolution #118

AUTHORIZES SEWER DISTRICT EMPLOYEE TO ATTEND COURSE

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, SUNY Morrisville is sponsoring Wastewater Treatment Operators Certification Courses having a specific course entitled, "Basic Laboratory Procedures" to be held on June 14, 2010 through June 18, 2010; and

WHEREAS, it is the desire of Michael Reichel, Sewer District Superintendent, that a Sewer District employee attend such course.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes a Sewer District employee to attend the aforementioned course to be held at SUNY Morrisville on June 14, 2010 through June 18, 2010; and be it further

RESOLVED, that all related, receipted, expenses incurred by the Sewer District Employee, not to exceed a total cost of \$1,300.00 (\$550 - course fee, \$375.00 - lodging and \$375.00 - meals and expenses), shall be reimbursed upon his return; and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No

Giglio ABSENT Gabrielsen ABSENT

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

2/17/10

Adopted

TOWN OF RIVERHEAD

Resolution # 119

EXTENDS BID CONTRACT WITH SAVORY FOOD SERVICE, INC.

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk has requested the contract for the purchase of food products from Savory Food Service, Inc. be extended until April 21, 2010.

NOW THEREFORE BE IT RESOLVED, that the contract for food products utilized by the Town of Riverhead Senior Center is hereby extended until APRIL 21, 2010 to remain at the same prices as reflected in 2009; and be it further

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

THE VOTE

Wooten Yes No
Giglio ABSENT

Dunleavy Yes No
Gabrielsen ABSENT

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 120

2009 CALVERTON ENTERPRISE RAIL SPUR
CAPITAL PROJECT

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

		<u>FROM</u>	<u>TO</u>
405.052300.492001.44006	NYS Aid – ESD	650,000	
405.052300.493000.44006	Federal Aid	4,800,000	
405.052300.523000.44006	Infrastructure Construction& Impr		5,200,000
405.052300.543500.44006	Professional Svc - Engineering		105,000
405.052300.549000.44006	Professional Svc - Engineering		145,000

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

THE VOTE

Wooten Yes No Dunleavy Yes No
 Giglio ABSENT Gabrielsen ABSENT
 Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 121

**APPROVES CHAPTER 90 APPLICATION OF JAMESPORT FIRE DEPARTMENT TO
CONDUCT A FIREMEN'S CARNIVAL**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on January 28, 2010, the Jamesport Firemen's Association submitted a Chapter 90 Application for the purpose of conducting a Firemans' Carnival to be held at the George Young Community Center, S. Jamesport Avenue, Jamesport, New York, on Tuesday, July6, 2010 through Saturday, July 10, 2010 between the hours of 5:00 p.m. and 12:00 midnight; and

WHEREAS, the Jamesport Firemen's Association has completed and filed a Short 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 Jamesport Firemen's Association has requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; 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.

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 the Jamesport Firemen's Association for the purpose of conducting a Firemen's Carnival to be held at the George Young Community Center, S. Jamesport Avenue, Jamesport, New York, on Tuesday, July 6, 2010 through Saturday, July 10, 2010 between the hours of 5:00 p.m. and 12:00 midnight is hereby

approved; and be it further

RESOLVED, that any tent installations 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 (Tents & Membrane Structures); and be it further

RESOLVED, that employees of the Riverhead Buildings and Grounds Department, the Riverhead Police Department, the Riverhead Highway Department, the Sanitation Department and the Riverhead Fire Marshal Office are hereby authorized to utilize overtime expenditures to ensure the necessary public safety and security in connection with this event; 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 601, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee for this event due to their not-for-profit status; and be it further

RESOLVED, that the Town Board exempts this event from Chapter 46 (Alcoholic Beverages) of the Riverhead Town Code; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Jamesport Firemen's Association, Attn: Sean McCabe, P.O. Box 78, Jamesport, New York, 11947; and be it further

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

THE VOTE

Wooten Yes No
Giglio ABSENT

Dunleavy Yes No
Gabrielsen ABSENT

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
Resolution # 122

AUTHORIZES RELEASE OF DEVELOPER MONEY
MOUNTAIN BROOK HOMES

Councilman Dunleavy offered the following resolution,
which was seconded by Councilman Wooten

WHEREAS, Morgan Creek Development deposited monies for expansion of the Riverhead Water District, Capital Project 30074, with the Town of Riverhead on May 7, 2004 (E-12804), April 26, 2005 (F-11617 & F-11618) and October 24, 2005 (F-29701) totaling Two Hundred Fifty Three Thousand Four Hundred Nineteen Dollars (\$253,419.00)

WHEREAS, Holzmacher, McLendon & Murrell, P.C. (H2M) and the Riverhead Water District has determined that all work for this extension has been completed and the developer is due back a refund of Eighteen Thousand Seventy One Dollars and Forty Nine Cents (\$18,071.49)

WHEREAS, that the Town of Riverhead Administration fee should be released to General Town (\$8,111.87) and to the Riverhead Water District (\$6,082.13) in the total amount of Fourteen Thousand One Hundred Ninety Four Dollars (\$14,194.00).

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Accounting Department to release said monies in the sum of Eighteen Thousand Seventy One Dollars and Forty Nine Cents (\$18,071.49) to Morgan Creek Development; and Eight Thousand One Hundred Eleven Dollars and Eighty Seven Cents (\$8,111.87) to General Town Administration Fee; and Six Thousand Eighty Two Dollars and Thirteen Cents (\$6,082.13) to the Water District Administration Fee; and

BE IT FURTHER RESOLVED, that the Town Clerk be, and is hereby, authorized to forward a copy of this Resolution to Morgan Creek Development, 273 Main Street, 2nd Floor, Huntington, NY 11743; H2M Group, 575 Broad Hollow Road, Melville, NY 11747; Riverhead Water District and the Accounting Department.

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio ABSENT Gabrielsen ABSENT
Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

02/17/10

ADOPTED

TOWN OF RIVERHEAD

Resolution #123

RATIFIES THE EXTENSION OF A BID FOR FOOD

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town awarded a bid for food products to Mivila of New York, Inc. and

WHEREAS, the contract was intended to continue through April 2010 but the contract inadvertently indicated that the contract expired on December 31, 2009, and

WHEREAS, the Town wished to correct the inconsistency in the original bid award and extend the bid until such time as another bid is advertised and awarded,

NOW, THEREFORE, it is hereby

RESOLVED, that the contract for the bid of Mivila of New York, Inc. for food is hereby extended from December 31, 2009 through April 21, 2010, and be it further

RESOLVED that the Town Clerk is hereby directed to forward a certified copy of this resolution to Judy Doll, Purchasing, the Office of the Town Attorney and the Office of Accounting.

THE VOTE

Wooten Yes No Dunleavy Yes No

Giglio ABSENT Gabrielsen ABSENT

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Town Attorney: ratify extension of bid for food/seniors/purchasing

TOWN OF RIVERHEAD

Resolution # 1242009 HIGHWAY FUNDBUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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

		<u>FROM</u>	<u>TO</u>
111.051100.546303	Gas, Oil and Grease	33,600	
111.051420.541307	Snow Removal Expense		33,600

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

THE VOTE

Wooten Yes No Dunleavy Yes No
 Giglio ABSENT Gabrielsen ABSENT
 Walter Yes No

The Resolution Was Was Not
 Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
Resolution # 125**

**HOWELL AVENUE PUMP STATION – CONTRACT G
BID THAT IS INELIGIBLE FOR AWARD**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Board has solicited bids for the General and Mechanical Construction (Contract G) for the Riverhead Sewer District Howell Avenue Pump Station; and

WHEREAS, the Town has received bids, among others, from Aldco Builders, Inc., and

WHEREAS, the Town's consulting engineers have reported to the Town Board that the bids submitted by the aforesaid bidder is non-responsive and failed to comply with the literal requirements of the bid specifications with respect to qualifications for bidders in that they failed to complete the bid section concerning "qualifications of bidder" and has not completed a pumping station project of similar size.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby determines that the bid submitted by Aldco Builders, Inc. for the General and Mechanical Construction (Contract G) for the Riverhead Sewer District Howell Avenue Pump Station is not eligible for award for the reasons stated above. Any objections to this determination must be made in writing and filed with the Town Clerk of the Town of Riverhead no later than the close of business on Thursday, February 25, 2010; and it is further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Aldco Builders, Inc., 60 Carleton Avenue, Islip Terrace, NY 11752, and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio ABSENT Gabrielsen ABSENT
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 126**AUTHORIZATION TO DISCARD FIXED ASSETS**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the indicated broken equipment has been salvaged for parts and is no longer usable; and

WHEREAS, after careful consideration the following departments have made recommendations to the Accounting Department that this equipment has no residual value and should be discarded. The Accounting Department hereby requests that the Town Board excess this property so that it may be removed from the records.

WHEREAS, unless the Sanitation Supervisor determines the item can be disposed of through the STOP Program.

NOW THEREFORE BE IT RESOLVED, that the Accounting Department is hereby authorized to discard the following items:

<u>Department</u>	<u>Tag #</u>	<u>Description</u>
Animal Control	22698	Tomahawk Medium Live Dog Trap
Animal Control	28197	Tomahawk Large Live Dog Trap
Animal Control	28198	Tomahawk Large Live Dog Trap

THE VOTE

Wooten Yes No
Giglio ABSENT

Dunleavy Yes No
Gabrielsen ABSENT

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

2/17/10

Adopted

TOWN OF RIVERHEAD

Resolution # 127

**ORDER CALLING PUBLIC HEARING REGARDING CELLULAR COMMUNICATION LEASES
WITH THE RIVERHEAD WATER DISTRICT AND METRO PCS NEW YORK, LLC**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, agreements have been proposed between the Riverhead Water District (hereinafter referred to as Lessor) and Metro PCS New York, LLC (hereinafter referred to as Lessee) wherein proposed leases have been presented by Lessee to permit the installation of cellular communication equipment at plants of the Riverhead Water District located at County Route 58, Riverhead, Pulaski Street, Riverhead and North Wading River Road, Wading River which leases are attached hereto, and

WHEREAS, the specific terms and conditions of the three separate leases have been reduced to writing and are contained in certain proposed lease agreements which are attached hereto as Exhibit A and which are 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 agreements,

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 16th day of March, 2010, at 7:10 p.m. at the Riley Avenue Elementary School, Riley Avenue, Riverhead, New York, to hear all interested persons with regard to the Riverhead Water District entering into lease agreements with Metro PCS New York, LLC to permit the installation of cellular communication equipment at plants of the Riverhead Water District located at County Route 58, Riverhead, Pulaski Street, Riverhead and North Wading River Road, Wading Riverhead, 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 February 25th edition of The News Review, and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio ABSENT Gabrielsen ABSENT
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

N.Y. STRUCTURE LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the date below, 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 MetroPCS New York, LLC, a Delaware limited liability company, having a mailing address of 5 Skyline Drive, Hawthorne, New York 10532 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 644 Old Country Road, Riverhead, NY 11901 (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 portions of the Property consisting of (a) a room/cabinet/ground area space of approximately 210 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** will not be deemed to limit Tenant's Permitted Use. 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 as contemplated in October 23, 2009 plans, which were approved by the Town of Riverhead Planning Board. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Subject to the approval of the appropriate governmental agencies, Tenant has the right to modify, replace, upgrade, 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 Tenant will give Landlord 24 hour telephonic notice at 631-727-2000 Ext 234. Tenant will be allowed to make reasonable and necessary alterations to the Property in order to accomplish Tenant's intended use of the Premises or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

- 3. TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth (5th) annual anniversary of the Commencement Date occurs.

(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 date that Tenant commences construction or eighteen (18) months from the full execution of this Agreement, whichever occurs first (the "**Commencement Date**"), Tenant will pay the Landlord an annual rent of Thirty Eight Thousand Dollars (\$38,000.00), which will be paid in equal monthly rental payments, ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Commencement Date.

(b) Rent shall be adjusted on the first (1st) anniversary of the Commencement Date and on each subsequent annual anniversary of the Commencement Date of each term (including the Initial Term and any Extension Term) by an increase of three percent (3%) of the Rent paid during the previous year.

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 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. 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 and hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference.

(d) by Tenant on sixty (60) days prior written notice, for the reasons 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. Landlord acknowledges that Tenant may satisfy its insurance obligations through the use of an umbrella policy.

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.

10. **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 and structure by lease or license; (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.

11. 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 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.

12. ACCESS. Access from County Road is provided for in separate agreement with Marge Rolle. 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 the aforementioned easement 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. 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.

13. 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 excepted. 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.

14. 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 tenantable 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.

15. 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 by Tenant.

16. 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 merger, acquisition, or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant will not assign or transfer this Agreement to any other person or entity without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

17. 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: MetroPCS New York, LLC
2250 Lakeside Boulevard
Richardson, TX 75082
Attn: Property Manager
Telephone: 215-265-2550
Facsimile: 866-457-4126

with a copy to: MetroPCS
5 Skyline Drive
Hawthorne, NY 10532
Attn: Property Manager
Telephone: (914) 593-8500
Facsimile: (866) 480-5292

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, NY 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.

- 18. 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.
- 19. 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 reasonable 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.
- 20. 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.
- 21. 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. Landlord acknowledges that Tenant may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Communication Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Landlord (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Communication Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that

the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

22. 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.

23. **TAXES.** Tenant will pay all personal and/or franchise property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility upon presentation of sufficient and proper documentation.

24. **SECURITY DEPOSIT.** At the commencement of this Agreement, Tenant will deposit with Landlord the sum of Six Thousand 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 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).

25. **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 of 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"

THE RIVERHEAD WATER DISTRICT

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

METROPCS NEW YORK, LLC

Print Name: _____

By: _____

Print Name: _____

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 _____, by and between The Riverhead Water District, a New York municipal corporation. As Landlord, and MetroPCS New York, LLC, a Delaware limited liability company

As described on the Suffolk County Tax Map as:

EXHIBIT 2

DESCRIPTION OF PREMISES

Page ____ of ____

to the Agreement dated _____, 2004, by and between The Riverhead Water District, a New York municipal corporation, as Landlord, and MetroPCS New York, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

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 ▶	
	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:

1. 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
2. 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
3. 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:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. 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:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. 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.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-820-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt from backup withholding* above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payors must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ¹
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

SAMPLE OF MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2009, 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 MetroPCS New York, LLC, a Delaware limited liability company, with an office at 2250 Lakeside Boulevard, Richardson, TX 75082 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement ("**Agreement**") on the ____ day of _____, 2009, 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 term of the Agreement is for an Initial Term of five (5) years 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:

By: _____
Print Name: _____

"LANDLORD"

THE RIVERHEAD WATER DISTRICT

By: _____
Print Name: _____

Its: _____
Date: _____

"TENANT"

METROPCS NEW YORK, LLC

By: _____
Print Name: _____

Its: _____
Date: _____

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: _____

GENERAL NOTES

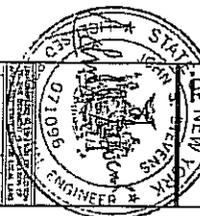
1. ALL CONSTRUCTION, LABOR AND MATERIAL SHALL COMPLY WITH ALL LOCAL AND STATE BUILDING CODES, ORDINANCES AND TO THE RULES AND REGULATIONS OF ALL AGENCIES HAVING JURISDICTION.
2. THE CONTRACTOR MUST VISIT THE SITE AND BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS. MORE THAN NORTH ORIENTATION INDICATED ON THE PLANS IS APPROPRIATE & MUST BE VERIFIED. CONTRACTOR SHALL LOCATE TIRE NORTH AND ANTENNA SUPPORTS UTILIZING THE APPROPRIATE U.S.G.S. 7 1/2 MINUTE MAP AND A THEODOLITE. CONTRACTOR SHALL PROVIDE DOCUMENTATION OF COORDINATES AND BEARINGS USED FOR ALIGNMENT. ANY DISCREPANCIES OR CONFLICTS SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH ANY WORK. PURCHASE, FABRICATION OR ERECTION OF ANY MATERIAL.
3. THE CONTRACTOR SHALL ARRANGE AND PAY FOR ALL RESULTS, APPROVALS, INSPECTIONS AND TESTS REQUIRED BY ALL AGENCIES HAVING JURISDICTION.
4. THE CONTRACTOR SHALL PROVIDE ALL ITEMS OF LABOR AND MATERIALS, WHETHER OR NOT SPECIFICALLY INDICATED, IF REQUIRED TO COMPLETE THE INSTALLATION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE BRACING AND PROTECTING OF ALL WORK DURING CONSTRUCTION TO AVOID DAMAGE COLLAPSE, DISTORTION, MISALIGNMENT, VIBRATING, BUCKLING, CRACKING AND WEAR/TEARS, ETC. PROTECTION SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CODES, STANDARDS AND BEST PRACTICES. ROOF SURFACES SHALL BE PROTECTED TO COMPLETE WATER TIGHTNESS WITH THE APPROVED MATERIAL AND AS THE OFFICER BY THE OWNER IN WRITING.
6. ALL MATERIALS SHALL BE INSTALLED AS PER THE MANUFACTURER'S SPECIFICATIONS.
7. DO NOT SCALE DRAWINGS.
8. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR THE MEANS AND METHODS OF CONSTRUCTION. THE WORK SHOWN ON THESE PLANS AND WORK PERFORMED SHALL BE DONE IN A GOOD WORKMANSHIP MANNER TO THE SATISFACTION OF THE OWNER. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE NEW EQUIPMENT DURING THIS INSTALLATION AND APPLICATION SUCH AS:
 - THE TENANT'S EGRESS TO AND FROM THE BUILDING AND/OR THE SITE.
 - THE BUILDING'S FIRE SAFETY OR SHALL NOT CREATE ANY FIRE HAZARDS.
 - THE STRUCTURAL INTEGRITY AND SAFETY OF THE TANK.
 - THERE SHALL NOT BE ANY CREATION OF NOISE OUTSIDE THE NORMAL HOURS OF 7 AM TO 6 PM.
 - UNLESS OTHERWISE AGREED UPON WITH THE OWNER.
 - THE BUILDING SECURITY SHALL BE MAINTAINED IN ORDER TO PREVENT ANY UNAUTHORIZED PERSONS FROM ENTERING THE PREMISES.
 - THE BUILDING UTILITY'S (ELECTRICITY, GAS, WATER AND OTHER UTILITIES) SHALL NOT BE INTERRUPTED DURING THIS APPLICATION & INSTALLATION.
 - ALL UNDESIRABLE PUBLIC BEHAVIORS SHALL BE STOPPED IMMEDIATELY BY THE CONTRACTOR (NO HANGING ACTS)
 - ALL PENETRATIONS SHALL BE FIRE STOPPED WITH 2X FS FS WRAP STRIP FIRE STOP AND GIPS.
 - NON-SMOKING, PUTTY FIRE BARRIER SEALANT, MAINTAIN THE FIRE RATING OF ALL PENETRATED SURFACES.
9. THE CONTRACTOR SHALL, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE, CONSTRUCTION MATERIAL AND RUBBISH. OPEN CONCRETE, ALL DEBRIS SHALL BE REMOVED AND THE PREMISES LEFT IN A "CLEAN" CONDITION. ALL RUBBISH SHALL BE DISPOSED OF IN A LEGAL MANNER.
10. THE CONTRACTOR SHALL COORDINATE ALL SPECIAL CONSIDERATIONS OF THE CONSTRUCTION (EX. NOISE OPERATIONS, INTERRUPTIONS OF ANY MECHANICAL AND/OR ELECTRICAL SERVICES, MATERIAL DELIVERIES AND/OR STORAGE) WITH THE BUILDING OWNER OR MANAGEMENT PRIOR TO THE START OF THE WORK.
11. THE CONTRACTOR SHALL PATCH AND REPAIR EXISTING CONDITIONS WHERE DISTURBED BY NEW WORK OR AS REQUIRED BY THE PLANS. ALL EXISTING AREAS OF THE BUILDING DAMAGED BY THE CONTRACTOR SHALL BE RESTORED TO ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.

GENERAL NOTES CONTINUED

12. ALL ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICIAN AND CONFORM TO ALL BUILDING CODE AND LOCAL ORDINANCES REQUIREMENTS.
13. THE GENERAL NOTES CONTAINED HEREIN ARE PART OF THE PLANS AND SPECIFICATIONS AND ARE TO BE COMPLIED WITHIN ALL RESPECTS. THE MOST RESTRICTIVE NOTES SPECIFIED ARE TO TAKE PRECEDENCE.
14. THESE EQUIPMENTS ARE IN COMPLIANCE & ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE FOLLOWING CODES & STANDARDS, LATEST EDITIONS:
 - NATIONAL STANDARD PLUMBING CODE
 - NATIONAL ELECTRIC CODE
 - INTERNATIONAL MECHANICAL CODE
 - NFPA SECTION 13 & 72
 - ENFPA-222-C STANDARDS "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND SUPPORTING STRUCTURES"
 - THE NEW YORK STATE BUILDING CODE.
15. ALL PROPOSED STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH AISC CODE AND AISC SPECIFICATIONS, LATEST EDITION. ALL NEW STEEL SHALL:
 - CONFORM WITH TO ASTM A-36
 - ALL STEEL PIPES SHALL CONFORM TO ASTM A-501 OR A-53, GRADE B.
 - CONNECTIONS SHALL BE MADE USING SPECIFIED WELDS AND WELDING ELECTRODES E-70XX OR SPECIFIED HIGH STRENGTH BOLTS SHALL BE ASTM A325 HEXAGONS PER EXCLUDED FROM THE SHEAR PLANE.
 - ALL SHOP AND FIELD WELDING SHALL BE DONE BY WELDERS QUALIFIED AS DESCRIBED IN THE "AMERICAN WELDING SOCIETY'S STANDARDS QUALIFICATION PROCEDURE" TO PERFORM THE PROPOSED WORK.
 - BE HOT DIPPED GALVANIZED AFTER FABRICATION (ONLY EXPOSED TO MOISTURE APPLICATIONS) PER ASTM A-123. ALL DAMAGED SURFACES, WELDED AREAS AND AUTHORIZED NON-GALVANIZED MEMBERS OR PARTS (NEW OR OLD) SHALL BE PAINTED AS PER SCWA PAINTING SPECIFICATIONS.
 - ALL PIPES SIZES INDICATED HEREIN ARE NOMINAL DIAMETER (INSIDE DIAMETER)
16. ALL EQUIPMENT SHALL BE INSTALLED LEVEL AND PLUMB.
17. MATERIALS AND CONDITIONS NOT FABRICATED CORRECTLY, DAMAGED OR HIGH-CORROSIONING SHALL BE REPORTED TO CONSTRUCTION MANAGER, ARCHITECT AND OWNER PRIOR TO ANY CORRECTIVE ACTION. ALL ACTIONS REQUIRED APPROVAL FROM THE OWNER.
18. RETRO PGS SHALL BE RESPONSIBLE FOR EVALUATING LEVELS OF RI CONDITIONS TO DETERMINE CONTROLLED ACCESS LIMITS AND SHALL POST APPROPRIATE SIGNAGE.

STEEL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.
2. ALL CONNECTIONS OF STRUCTURAL STEEL MEMBERS SHALL BE MADE USING SPECIFIED WELDS WITH WELDING ELECTRODES E-70XX OR SPECIFIED HIGH STRENGTH BOLTS TO BE ASTM A325.
3. ALL STEEL EXPOSED TO MOISTURE, SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION PER ASTM A-123. ALL DAMAGED SURFACES, WELDED AREAS AUTHORIZED NON-GALVANIZED MEMBERS OR PARTS (EXISTING OR NEW) SHALL BE PAINTED AS PER SCWA PAINTING SPECIFICATIONS.
4. CUT AND REMOVE EXISTING ROOF AS REQUIRED TO INSTALL NEW BEARING PLATES.
5. ATTACHMENTS AND BEAM PENETRATIONS AT ROOF MUST BE SEALED WATER-TIGHT.



infinity
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11 Herbert Drive
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OFFICE: (516) 680-0720
FAX: (516) 660-0723

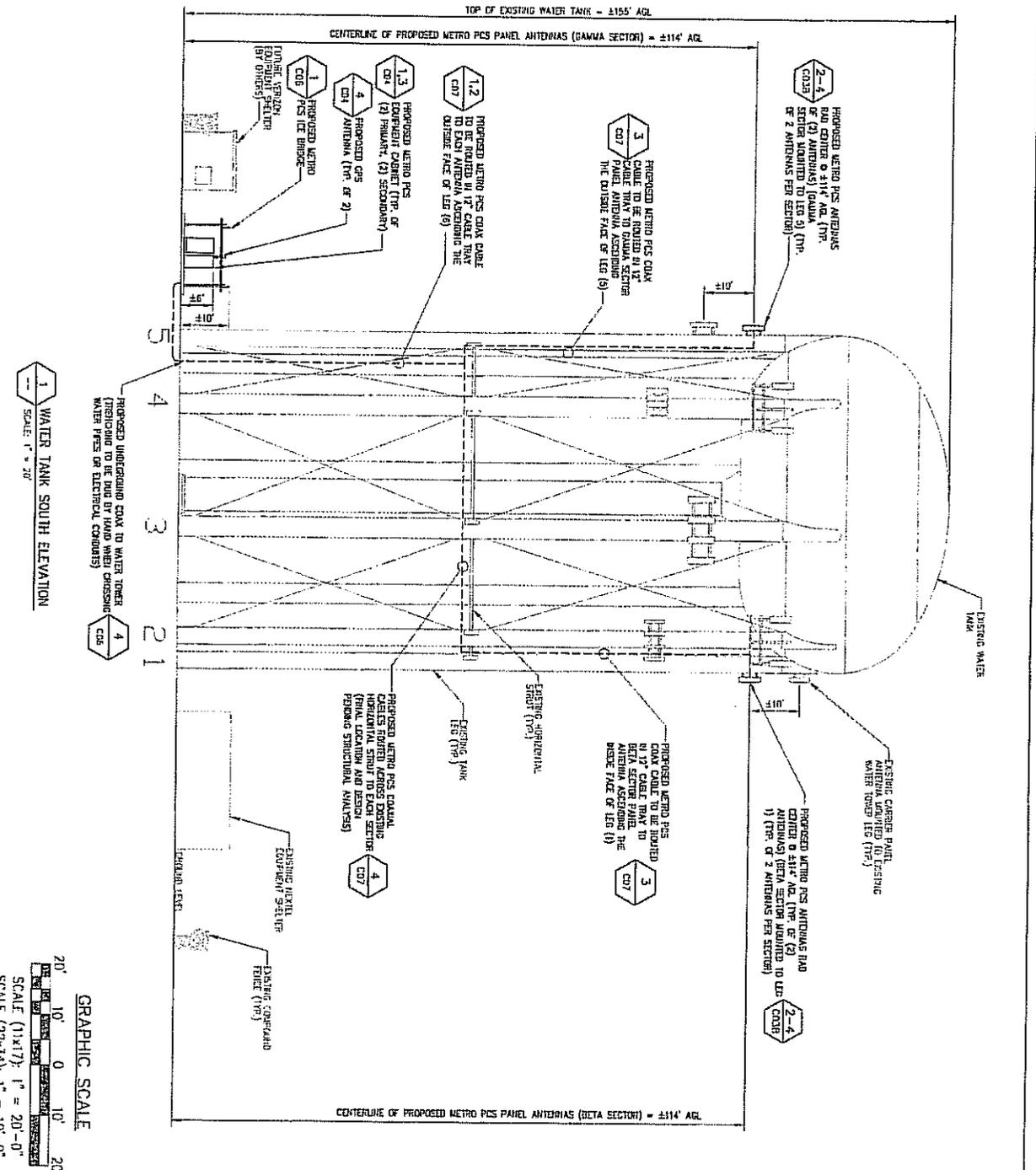
metroPCS
A Division of MetroPCS Communications, Inc.
10000 Metro Parkway
Dallas, TX 75244

NOTES

C01

NOTE:
 PROPOSED METRO PCS
 ANTENNAS AND LOCATIONS SHALL BE
 MARKED TO MATCH THE PLAN

NOTE:
 PROPOSED METRO PCS ANTENNAS ARE TO BE
 MARKED TO MATCH THE PLAN.
 THE ANTENNA, EQUIPMENT CABINET, AND
 STRUCTURAL LETTERS COMPLETED BY SHANNON
 ENGINEERING DATE: 8/11/09
 FOR APPROVAL WATER TANK STRUCTURAL
 ENGINEER FOR PROPOSED INSTALLATION, SEE
 DRAWING 11-1000-1000-1000-1000-1000
 DATE: 6/28/09
 PROPOSED ANTENNA AND CENTER BE PRELIMINARY
 AND IS SUBJECT TO CHANGE WITH FINAL OF
 COORDINATION BY THE ENGINEER.



infinigy
 engineering & surveying
 11 Heibert Drive
 Latham, NY 12110
 OFFICE: (518) 699-0799
 FAX: (518) 699-0793

Professional Engineer
 State of New York
 License No. 0710996
 0710996

metroPCS
 NORTH RIVERHEAD
 NY73084A
 846 OLD COUNTRY ROAD
 RIVERHEAD, NY 11911

Project Name: NORTH RIVERHEAD
 Project No.: 125-111
 Date: 08/11/09
 Drawn By: [Name]
 Checked By: [Name]
 Date: 08/11/09

Scale: 1" = 20'-0"

Sheet No.: 11-1000-1000-1000-1000-1000

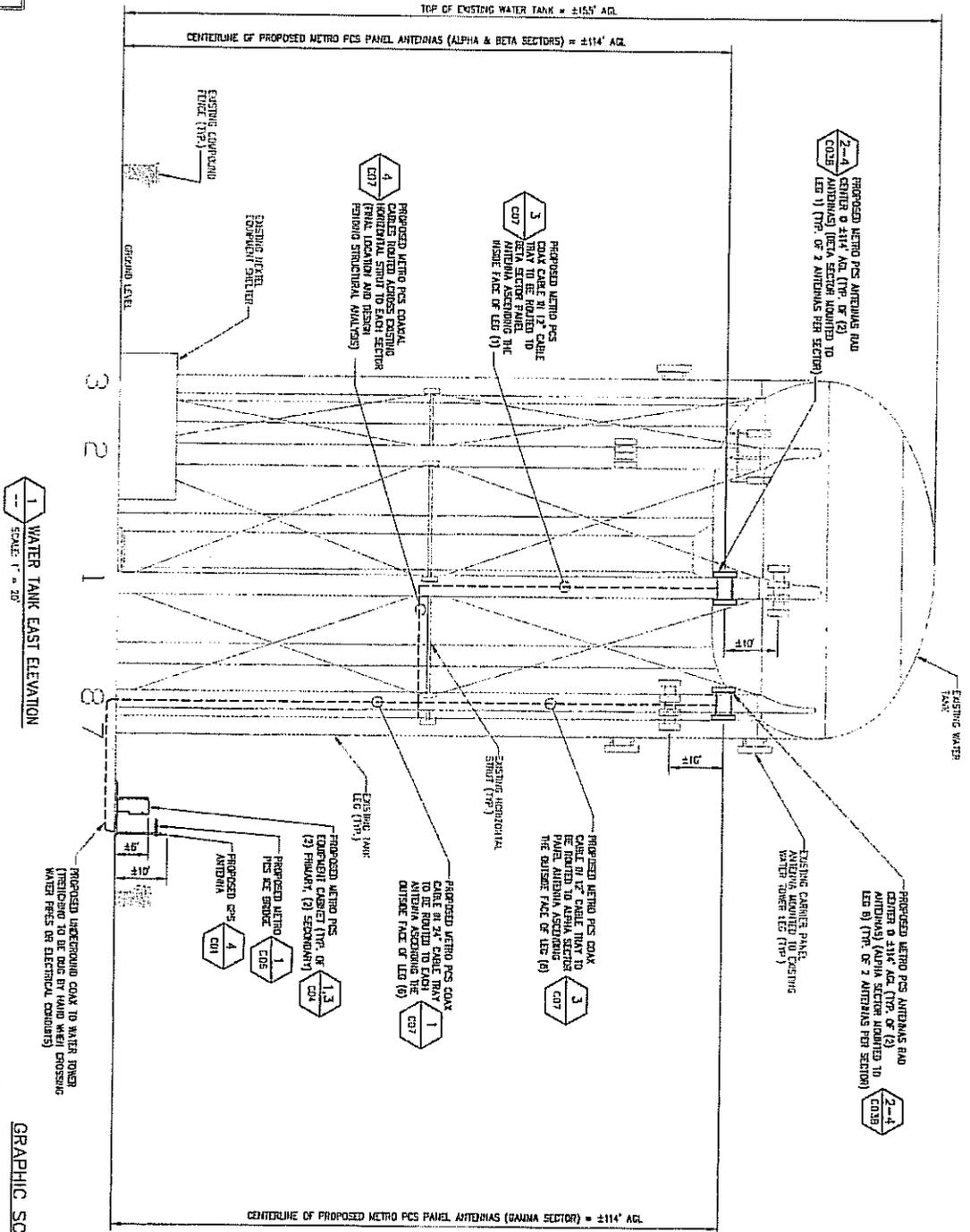
NOTE:
THE PROPOSED METRO PCS ANTENNAS AND WATER TOWER SHALL BE PAINTED TO MATCH THE TANK.

NOTE:
PROPOSED METRO PCS ANTENNAS ARE TO BE PAINTED TO MATCH THE TANK.

FOR ADDITIONAL STRUCTURAL INFORMATION, SEE STRUCTURAL LETTER COMPLETED BY SHAWCOR ENGINEERING DATE: 8/21/02

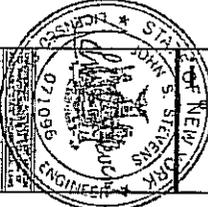
FOR AERIAL WATER TOWER STRUCTURAL INFORMATION, SEE STRUCTURAL LETTER COMPLETED BY SHAWCOR ENGINEERING DATE: 8/21/02

PROPOSED ANTENNA AND WATER TOWER IS PRELIMINARY AND IS SUBJECT TO CHANGE WITH FINAL RF CONSIDERATION BY RF ENGINEER.



1 WATER TANK EAST ELEVATION
SCALE: 1" = 20'

GRAPHIC SCALE
20' 10' 0 10' 20'
SCALE (1:1x17): 1" = 20'-0"
SCALE (22x34): 1" = 10'-0"



infinigy
Engineering & Surveying
11 Herbert Drive
Latham, NY 12110
OFFICE: (518) 683-0700
FAX: (518) 683-0733

Project Name: NORTH RIVERHEAD
Client: NY7200A-A
Address: 844 OLD COUNTRY ROAD, RIVERHEAD, NY 11901

Contract No.: 22-131
Drawing No.: 22-131-020
Scale: AS SHOWN
Date: 8/21/02
Checked by: [Signature]
Designed by: [Signature]

metropcs
Power to the people.™

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Project No: NY7200A-A
Drawing No: 22-131-020
Scale: AS SHOWN
Date: 8/21/02
Checked by: [Signature]
Designed by: [Signature]

Project Name: NORTH RIVERHEAD
Client: NY7200A-A
Address: 844 OLD COUNTRY ROAD, RIVERHEAD, NY 11901

Contract No.: 22-131
Drawing No.: 22-131-020
Scale: AS SHOWN
Date: 8/21/02
Checked by: [Signature]
Designed by: [Signature]

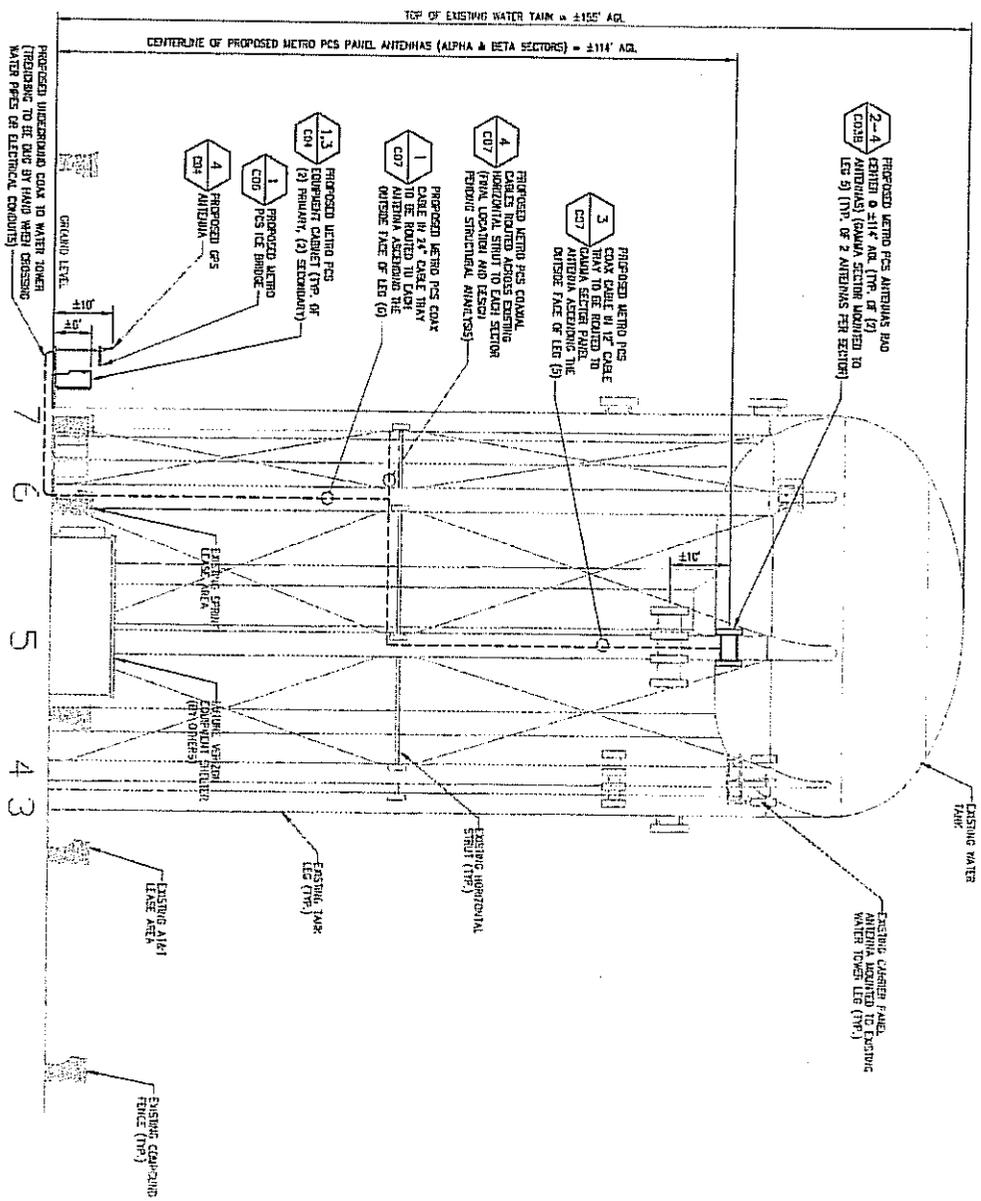
Project Name: NORTH RIVERHEAD
Client: NY7200A-A
Address: 844 OLD COUNTRY ROAD, RIVERHEAD, NY 11901

Contract No.: 22-131
Drawing No.: 22-131-020
Scale: AS SHOWN
Date: 8/21/02
Checked by: [Signature]
Designed by: [Signature]

C03B

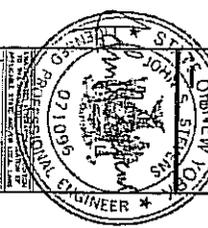
NOTE:
THE PROPOSED METRO PCS
ANTENNAS SHALL BE
PAINTED TO MATCH THE TANK.

NOTE:
PROPOSED METRO PCS ANTENNAS ARE TO BE
PAINTED TO MATCH THE TANK.
FOR ADDITIONAL STRUCTURAL INFORMATION SEE
STRUCTURAL LETTER COMPLETED BY SHAWKNEY
ENGINEERING DATED 8/11/03
FOR ADDITIONAL WATER TANK STRUCTURAL
INFORMATION SEE STRUCTURAL LETTER
COMPLETED BY SHAWKNEY ENGINEERING
DATED 8/28/03
PROPOSED ANTENNA RIG COVER IS PRELIMINARY
AND IS SUBJECT TO CHANGE WITH FINAL RF
CONSIDERATION BY MR. FISHER.



1 WATER TANK WEST ELEVATION
SCALE: 1" = 20'

GRAPHIC SCALE
20' 10' 0 10' 20'
SCALE (1/16"): 1" = 20'-0"
SCALE (22x34): 1" = 10'-0"



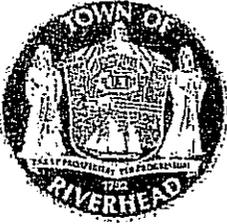
infinigy
Engineering
surveying
11 Herbert Drive
Litham, NY 12110
OFFICE: (518) 650-0700
FAX: (518) 650-0703

Project Name: NORTH RIVERHEAD
Project No: N7300A-A
04 OLD COURTYARD ROAD
RIVERHEAD, NY 11901

Client: metroPCS
2500 ROUTE 28
ROCKY HILL, CT 06067

Drawn Date: 10/20/03
Date: 10/20/03

Project No: C030C



7300

TOWN OF RIVERHEAD PLANNING BOARD

200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901-2596
(631) 727-3200, EXT. 240, FAX (631) 727-9101

Richard M. O'Dea, Chairman
Joseph H. Baier, Vice-Chair/Secretary

Lou Boschetti, Member

Ed Densieski, Member
Lyle Wells, Member

November 19, 2009

APPROVES SITE PLAN OF METRO PCS @ OLD COUNTRY ROAD RESOLUTION # 108

Re, Nielsen, Huber & Coughlin, LLP.
36 North New York Ave.
Huntington, NY 11743

Dear Ms. Larkin:

The following resolution was duly adopted as amended at a meeting of the Town of Riverhead Planning Board held on November 19, 2009:

WHEREAS, a site plan was submitted by Re, Nielsen, Huber & Coughlin, LLP. to three antenna arrays, with two panel antennas each at 114' agl, and associated equipment cabinet. Two GPS antennas will be mounted on the equipment cabinet, upon real property located at Old Country Road in Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-84-1-8; and

WHEREAS, the Planning Department has reviewed the site plan and elevation plans prepared by Infinigy, dated revised October 23, 2009, and has recommended to the Planning Board of the Town of Riverhead that said site plan application be approved with conditions;

WHEREAS, the Planning 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, the amended site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received by the Office of the Financial Administrator of the Town of Riverhead as per receipt no. J-27817; and

WHEREAS, the Planning Board has reviewed the site plan aforementioned.

NOW, THEREFORE, BE IT

RESOLVED, that in the matter of the site plan application of Metro PCS @ Old Country Road, the Riverhead Planning Board hereby declares itself to be the Lead Agency and further determines the Action to be a Type II Action pursuant to 6NYCRR Part 617 without significant impact and that an Environmental Impact Statement need not be prepared.

BE IT FURTHER

RESOLVED, that the Infinigy site plan dated revised October 23, 2009, for the installation of three antenna arrays, with two panel antennas each at 114' agl, and associated equipment cabinet. Two GPS antennas will be mounted on the equipment cabinet is hereby approved by the Planning Board with the following conditions:

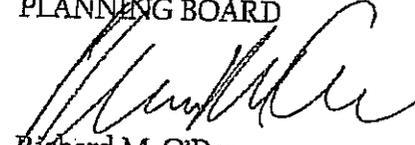
1. That the provisions of the Riverhead Town Code, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution 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 for the sign permit procedure prior to being installed at the property (the site plan approval does not indicate approval of signage); 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 any restrictions imposed as a condition of the site plan approval granted herein;
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. That the parking area shall be maintained pursuant to specifications outlined in the Riverhead Town Code;
7. 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;
8. That all new utilities shall be constructed underground;
9. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
10. 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;
11. The applicant must satisfy all requirements of the New York State Building Code;
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 or building permit, shall post a letter of credit in an amount equaling one hundred percent (100%) of the site

improvement costs as estimated by the Planning Board. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said letter of credit, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The land clearing or building permit shall not be issued until the Town Clerk certifies that the letter of credit 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 clearing or building permit or any renewal thereof;

13. That the applicant shall be required to file and obtain all the necessary site inspections as prescribed in section 108-131E of the Code of the Town of Riverhead;
14. That no excavation or exportation will take place until a permit for such is obtained from the Town Board;
15. That no Building Permit shall issue until the Chairman of the Planning Board signs a mylar site plan (including elevation plans) which must be submitted and signature shall be conditional upon the following:
 - i. All necessary permits are obtained from the Fire Marshal's office.
 - ii. The Lighting Plan has been approved by the Consulting Engineer.
 - iii. That the mylar site plan includes a Planning Board certification box, on each page of the plans, in the format approved by the Planning Department;
 - iv. The mylar shall not exceed the standard D size drawing (24" x 36");
 - v. That six paper site plans matching the mylar are submitted to the Planning Department;
 - vi. That certification of clean title to the satisfaction of the Town Attorney is submitted;
 - vii. The applicant shall submit a digital copy of the site plan in a common computer-aided design (CAD) file format, among them DGN, DXF, and DWG, and the digital CAD drawing shall be projected in the NAD 1983 State Plane New York Long island FIPS 3104 (feet) coordinate system.
15. In furtherance of section 108-131 E (1) (c), no Certificate of Occupancy shall issue until:
 - i. The applicant submits a signed and sealed "As-Built" survey in accordance to section 108-129 E;
 - ii. A post construction analysis of the tower shall be submitted certifying that the approved installation conforms to the approved plans and design.

RESOLVED, that the Clerk for the Planning Board is hereby authorized to forward a certified copy of this resolution to Bailey Larkin, 36 North New York Ave., Huntington, NY 11743; the Riverhead Planning Department; the Riverhead Building Department; the Counsel for the Town of Riverhead Planning Board; the Town Attorney; the Town Clerk; the Town Assessor; the Town Engineer; the Chief Fire Marshall; the Water District Superintendent; and the Town's Consulting Engineer.

Very truly yours,
PLANNING BOARD



Richard M. O'Dea,
Chairman

RMO:tm

A motion was made by Mr. Boschetti and seconded by Mr. Wells that the aforementioned resolution be duly adopted:

THE VOTE

BAIER ___ YES ___ NO BOSCHETTI x YES ___ NO

WELLS x YES ___ NO DENSIESKI ___ YES ___ NO X ABSTAIN

O'DEA x YES ___ NO

THIS RESOLUTION x WAS ___ WAS NOT
THEREFORE DULY ADOPTED

N.Y. STRUCTURE LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the date below, 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 MetroPCS New York, LLC, a Delaware limited liability company, having a mailing address of 5 Skyline Drive, Hawthorne, New York 10532 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 1035 Pulaski Street, Riverhead, NY 11901 (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 portions of the Property consisting of (a) a room/cabinet/ground area space of approximately 210 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** will not be deemed to limit Tenant's Permitted Use. 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 as contemplated in October 23, 2009 plans, which were approved by the Town of Riverhead Planning Board. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Subject to the approval of the appropriate governmental agencies, Tenant has the right to modify, replace, upgrade, 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 Tenant will give Landlord 24 hour telephonic notice at 631-727-2000 Ext 234. Tenant will be allowed to make reasonable and necessary alterations to the Property in order to accomplish Tenant's intended use of the Premises or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

- 3. TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth (5th) annual anniversary of the Commencement Date occurs.

(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 date that Tenant commences construction or eighteen (18) months from the full execution of this Agreement, whichever occurs first (the "**Commencement Date**"), Tenant will pay the Landlord an annual rent of Thirty Eight Thousand Dollars (\$38,000.00), which will be paid in equal monthly rental payments, ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Commencement Date.

(b) Rent shall be adjusted on the first (1st) anniversary of the Commencement Date and on each subsequent annual anniversary of the Commencement Date of each term (including the Initial Term and any Extension Term) by an increase of three percent (3%) of the Rent paid during the previous year.

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 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. 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 and hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference.

(d) by Tenant on sixty (60) days prior written notice, for the reasons 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. Landlord acknowledges that Tenant may satisfy its insurance obligations through the use of an umbrella policy.

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.

10. **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 and structure by lease or license; (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.

11. 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 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.

12. 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 the aforementioned easement 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. 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.

13. 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 excepted. 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.

14. 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 tenantable 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.

15. 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 by Tenant.

16. 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 merger, acquisition, or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant will not assign or transfer this Agreement to any other person or entity without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

17. 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: MetroPCS New York, LLC
2250 Lakeside Boulevard
Richardson, TX 75082
Attn: Property Manager
Telephone: 215-265-2550
Facsimile: 866-457-4126

with a copy to: MetroPCS

5 Skyline Drive
Hawthorne, NY 10532
Attn: Property Manager
Telephone: (914) 593-8500
Facsimile: (866) 480-5292

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, NY 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.

18. 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.

19. 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 reasonable 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.

20. 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.

21. 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. Landlord acknowledges that Tenant may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Communication Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Landlord (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Communication Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

22. 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.

23. **TAXES.** Tenant will pay all personal and/or franchise property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility upon presentation of sufficient and proper documentation.

24. **SECURITY DEPOSIT.** At the commencement of this Agreement, Tenant will deposit with Landlord the sum of Six Thousand 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 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).

25. **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 of 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"

THE RIVERHEAD WATER DISTRICT

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

METROPCS NEW YORK, LLC

Print Name: _____

By: _____

Print Name: _____

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 _____, by and between The Riverhead Water District, a New York municipal corporation. As Landlord, and MetroPCS New York, LLC, a Delaware limited liability company

As described on the Suffolk County Tax Map as:

EXHIBIT 2

DESCRIPTION OF PREMISES

Page ____ of ____

to the Agreement dated _____, 2004, by and between The Riverhead Water District, a New York municipal corporation, as Landlord, and MetroPCS New York, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3876) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt from backup withholding* above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payors must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payor. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ¹
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ¹
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity (self is not designated in the account title).

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

SAMPLE OF MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2009, 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 MetroPCS New York, LLC, a Delaware limited liability company, with an office at 2250 Lakeside Boulevard, Richardson, TX 75082 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement ("**Agreement**") on the ____ day of _____, 2009, 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 term of the Agreement is for an Initial Term of five (5) years 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.
5. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
6. 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:

By: _____
Print Name: _____

"LANDLORD"

THE RIVERHEAD WATER DISTRICT

By: _____
Print Name: _____

Its: _____
Date: _____

"TENANT"

METROPCS NEW YORK, LLC

By: _____
Print Name: _____

Its: _____
Date: _____

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.

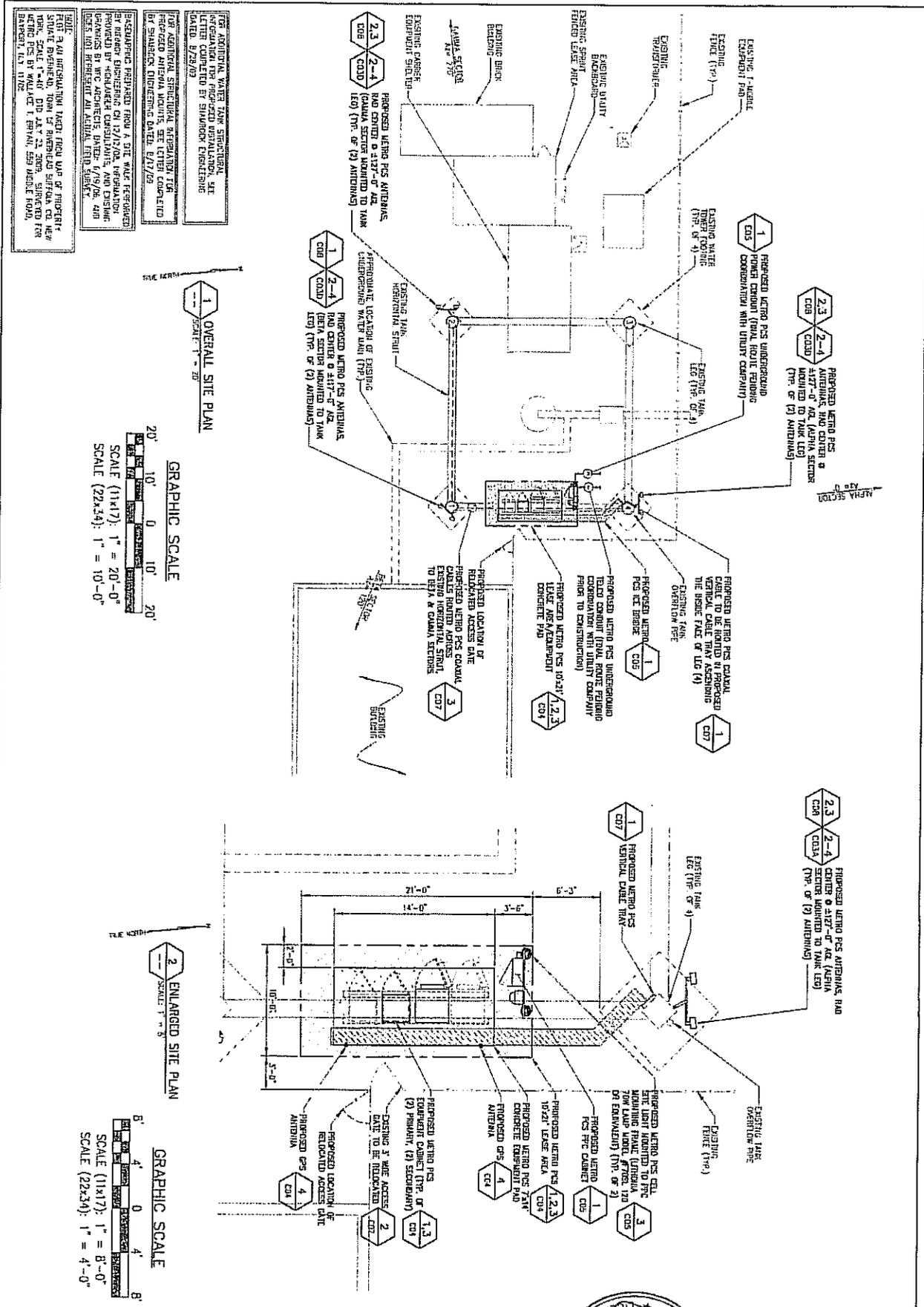
Notary Public: _____
My Commission Expires: _____

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: _____



metroPCS

1035 PULASKI STREET
HYDEPARK, NY 11011

Project No: 23-117

Client: PULASKI STREET WATER TANK

NY 2298-A

Drawn by: [Name]

Checked by: [Name]

Date: [Date]

Sheet No: 1 of 1

enfinigy
engineering & surveying

11 Herbert Drive
Latham, NY 12110
OFFICE: (518) 693-0700
FAX: (518) 693-0703

STATE OF NEW YORK

SEAL OF THE ENGINEERING PROFESSION

Professional Engineer No. 12345

GRAPHIC SCALE

0 10' 20'

SCALE (11x17): 1" = 20'-0"

SCALE (22x34): 1" = 10'-0"

GRAPHIC SCALE

0 4' 8'

SCALE (11x17): 1" = 8'-0"

SCALE (22x34): 1" = 4'-0"

GRAPHIC SCALE

0 4' 8'

SCALE (11x17): 1" = 8'-0"

SCALE (22x34): 1" = 4'-0"

GRAPHIC SCALE

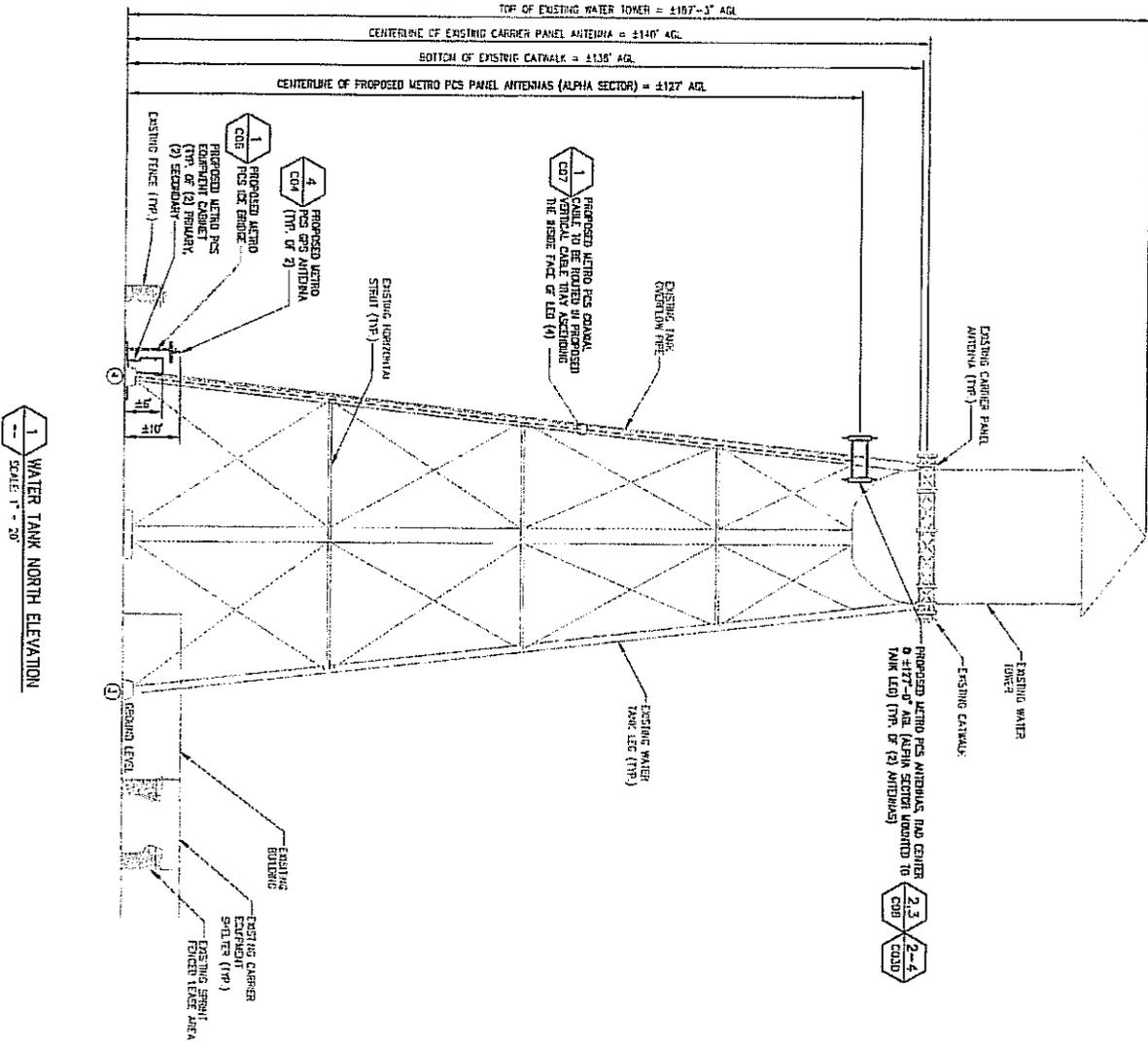
0 4' 8'

SCALE (11x17): 1" = 8'-0"

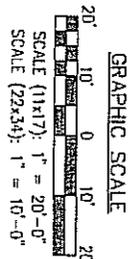
SCALE (22x34): 1" = 4'-0"

NOTE:
THE PROPOSED METRO PCS ANTENNAS AND MOUNTS SHALL BE PAINTED TO MATCH THE TANK.

FOR ADDITIONAL WATER TANK STRUCTURAL SEE LETTERS COMPLETED BY SHANNON ENGINEERS DATED: 6/24/09
 FOR ADDITIONAL STRUCTURAL VERIFICATION FOR PROPOSED METRO PCS ANTENNAS SEE LETTERS COMPLETED BY SHANNON ENGINEERS DATED: 07/11/09
 PROPOSED ANTENNA AND CHIMNEY IS PROVISIONARY AND IS SUBJECT TO CHANGE WITH FINAL RE CONFIGURATION BY THE ENGINEER.



1 WATER TANK NORTH ELEVATION
 SCALE: 1" = 20'



nfinity
 engineering & surveying
 11 Herbert Drive
 Latham, NY 12110
 OFFICE: 518-687-8700
 FAX: (518) 690-0703

metroPCS
 Project Name: PULASKI STREET WATER TANK
 Drawing No.: NT7299-A
 100A PULASKI STREET
 ROVERSDALE, NY 11051

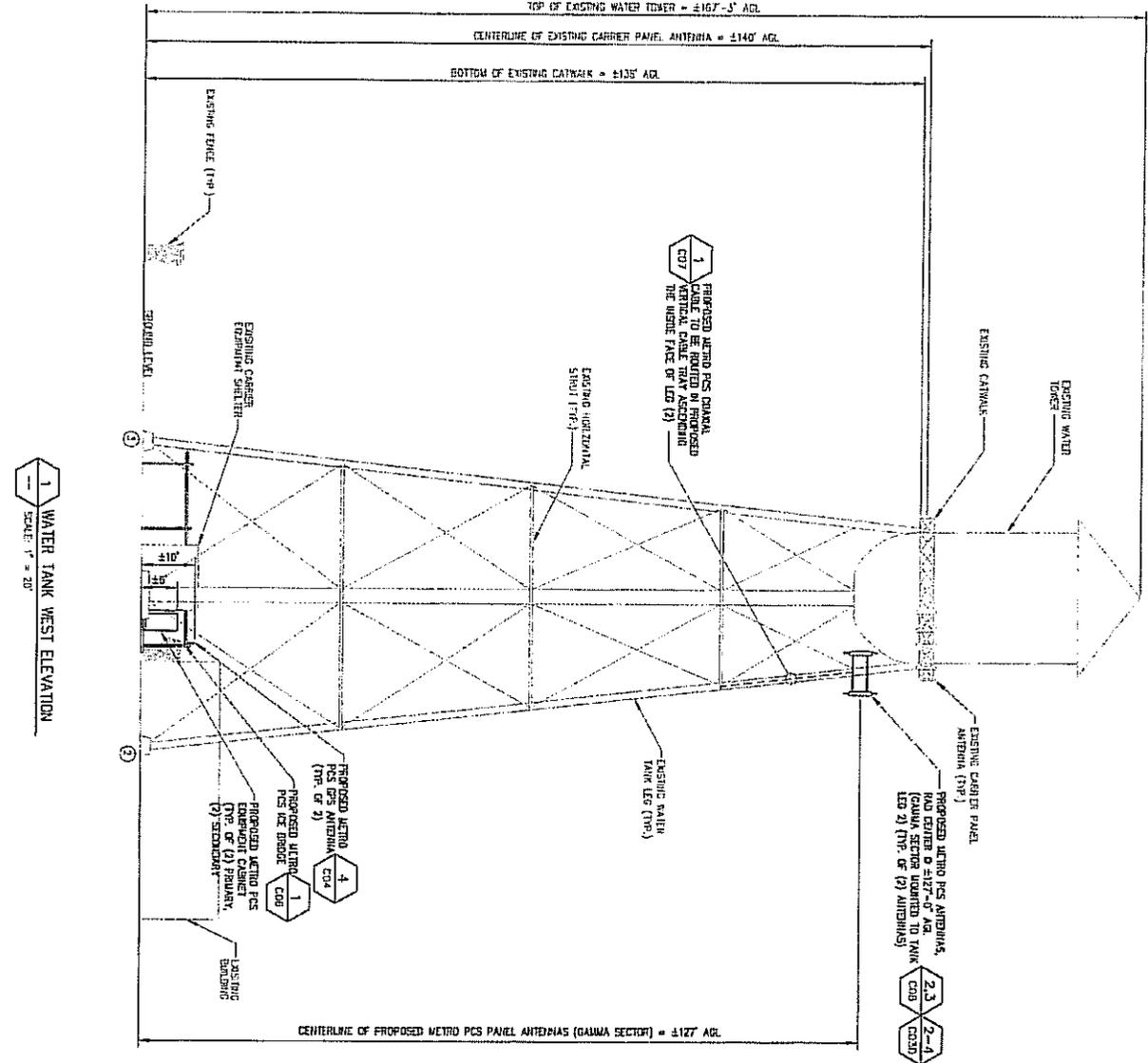
Project Title: ELEVATION VIEW
 Drawing Number: C03A

NOTE:
THE PROPOSED METRO PCS
ANTENNAS AND WIGWAG SHALL BE
PLACED TO MATCH THE TANK

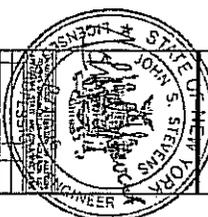
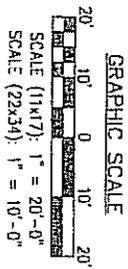
FOR ADDITIONAL WATER TOWER STRUCTURAL
INFORMATION FOR PROPOSED INSTALLATION, SEE
LETTER COMPLETED BY SHANNON ENGINEERING
DATED: 8/29/09

FOR TOWER STRUCTURAL INFORMATION FOR
PROPOSED ANTENNA INSTALLATION, SEE
LETTER COMPLETED BY SHANNON ENGINEERING
DATED: 8/29/09

PROPOSED ANTENNA RIG CENTER IS PRELIMINARY
AND IS SUBJECT TO CHANGE WITH FINAL RF
CONTRIBUTION BY RF ENGINEER.



1 WATER TANK WEST ELEVATION
SCALE: 1" = 20'



infinigy
engineering & surveying
11 Herbert Drive
Latham, NY 12110
OFFICE: (518) 666-0760
FAX: (518) 666-0763

Project for:
**PULASKI STREET
WATER TANK
NY7299-A**

1025 PULASKI STREET
RIVERHEAD, NY 11901

Drawn by: [Blank]
Checked by: [Blank]
Date: 2/25/2011
Time: 07:55

metroPCS
Providing the best service to our customers

Project No: [Blank]
Drawing No: [Blank]
Scale: [Blank]
Date: [Blank]
Author: [Blank]
Checked: [Blank]
Title: [Blank]

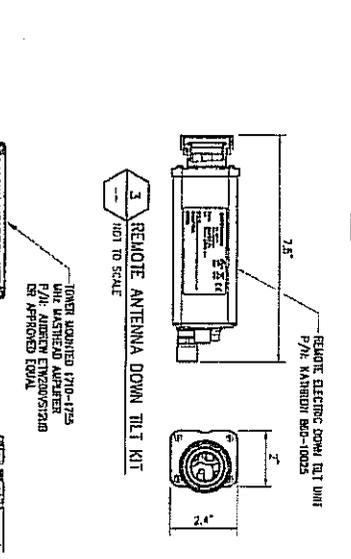
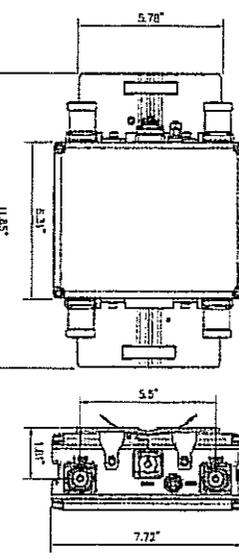
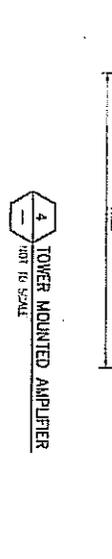
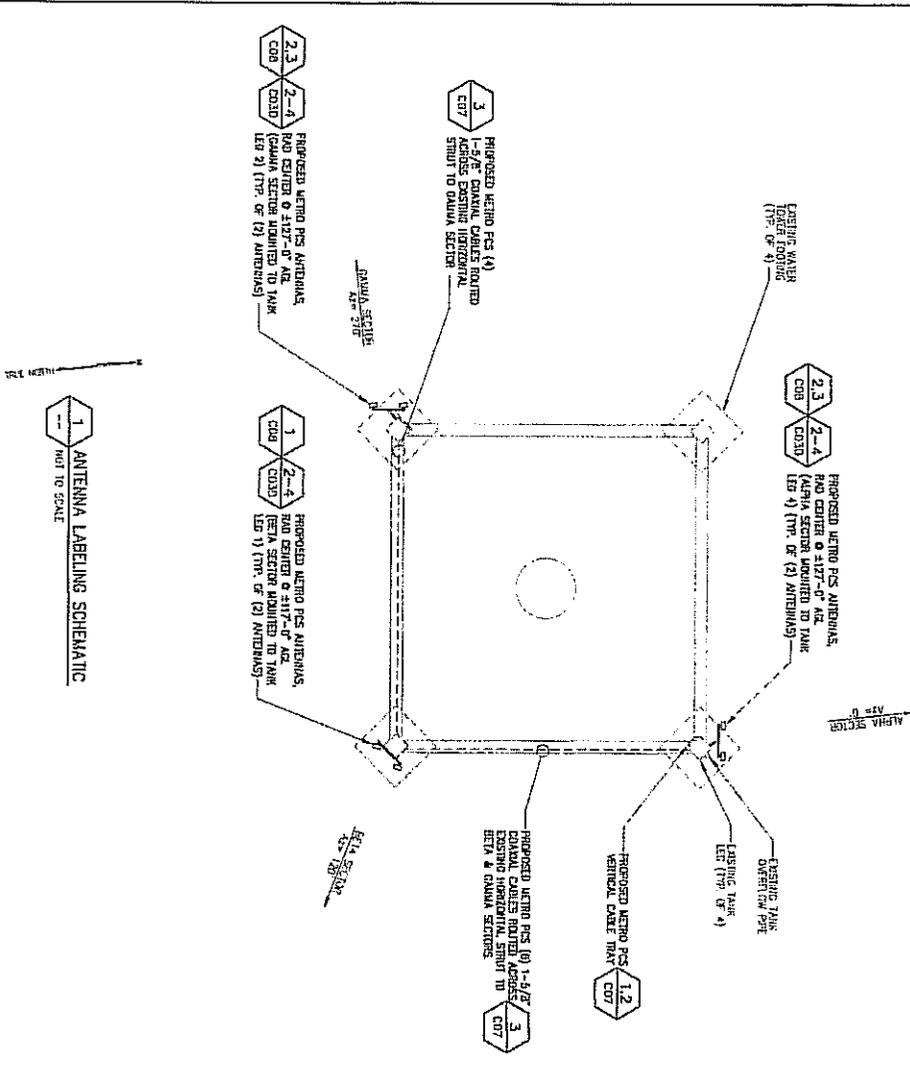
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**ELEVATION
VIEW**

0303C

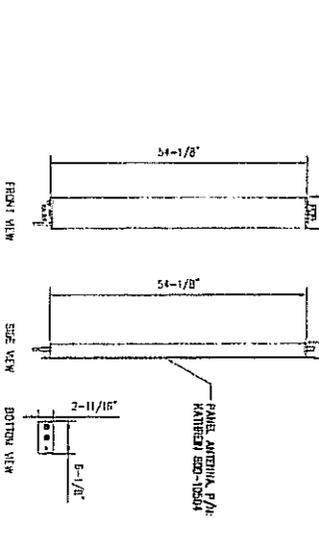
FOR ADDITIONAL WATER TOWER STRUCTURAL INFORMATION FOR PROPOSED INSTALLATION, SEE LETTER COMPLETED BY SHANNON ENGINEERING DATE: 8/29/09

FOR ADDITIONAL STRUCTURAL INFORMATION FOR PROPOSED ANTENNA MOUNTS, SEE LETTER COMPLETED BY SHANNON ENGINEERING DATE: 8/11/09



GENERAL SPECIFICATIONS:

ANTENNA MODEL #:	SHANNON RDD-1002E
WEIGHT:	17.6 lbs. (8.0 kg)
DIMENSIONS:	54.1 x 6.1 x 2.7 in.
WIND SURVIVAL RATING:	120 mph (200km/h)



infinigy
Engineering & Surveying
11 Herbert Drive
Latham, NY 12110
RE: (518) 686-0100
OFFICE: (518) 686-0100
FAX: (518) 686-0703

Project Title: 1025 PULASKI STREET WATER TANK NY7289-A

Client: 1025 PULASKI STREET WATER TANK RIVERHEAD, NY 11851

Project No: 2008-110

Drawn by: J.S.S.

Checked by: J.S.S.

Date: 09/23/09

Project No: 2008-110

Project Title: ANTENNA LABELING SCHEMATIC

Project No: C03D

metrPCS
Professional Engineering & Surveying



7299

**TOWN OF RIVERHEAD
PLANNING BOARD**

200 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901-2596
(631) 727-3200, EXT. 240, FAX (631) 727-9101

Richard M. O'Dea, Chairman
Joseph H. Baier, Vice-Chair/Secretary

Lou Boschetti, Member

Ed Densieski, Member
Lyle Wells, Member

November 19, 2009

APPROVES SITE PLAN OF METRO PCS @ Pulaski St.
RESOLUTION # 109

Re, Nielsen, Huber & Coughlin, LLP.
36 North New York Ave.
Huntington, NY 11743

Dear Ms. Larkin:

The following resolution was duly adopted as amended at a meeting of the Town of Riverhead Planning Board held on November 19, 2009:

WHEREAS, a site plan was submitted by Re, Nielsen, Huber & Coughlin, LLP. to install three antenna arrays, with two sector panel antennas each. Two of the proposed arrays will be 127' agl and the other at will be 117' agl. The applicant is also proposing to install equipment cabinets and two GPS units mounted onto the equipment cabinets upon real property located at Pulaski St. in Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-124-1-27; and

WHEREAS, the Planning Department has reviewed the site plan and elevation plans prepared by Infinigy, dated revised October 23, 2009, and has recommended to the Planning Board of the Town of Riverhead that said site plan application be approved with conditions;

WHEREAS, the Planning 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, the amended site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received by the Office of the Financial Administrator of the Town of Riverhead as per receipt no. J-26401; and

WHEREAS, the Planning Board has reviewed the site plan aforementioned.

NOW, THEREFORE, BE IT

RESOLVED, that in the matter of the site plan application of Metro PCS @ Pulaski St., the Riverhead Planning Board hereby declares itself to be the Lead Agency and further determines the Action to be a Type II Action pursuant to 6NYCRR Part 617 without significant impact and that an Environmental Impact Statement need not be prepared.

BE IT FURTHER

RESOLVED, that the Infinigy site plan dated revised October 23, 2009, for the installation three antenna arrays, with two sector panel antennas each. Two of the proposed arrays will be 127' agl and the other at will be 117' agl. The applicant is also proposing to install equipment cabinets and two GPS units mounted onto the equipment cabinets is hereby approved by the Planning Board with the following conditions:

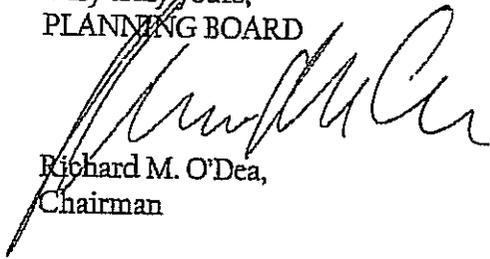
1. That the provisions of the Riverhead Town Code, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution 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 for the sign permit procedure prior to being installed at the property (the site plan approval does not indicate approval of signage); 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 any restrictions imposed as a condition of the site plan approval granted herein;
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. That the parking area shall be maintained pursuant to specifications outlined in the Riverhead Town Code;
7. 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;
8. That all new utilities shall be constructed underground;
9. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
10. 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;
11. The applicant must satisfy all requirements of the New York State Building Code;
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 or building

permit, shall post a letter of credit in an amount equaling one hundred percent (100%) of the site improvement costs as estimated by the Planning Board. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said letter of credit, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The land clearing or building permit shall not be issued until the Town Clerk certifies that the letter of credit 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 clearing or building permit or any renewal thereof;

13. That the applicant shall be required to file and obtain all the necessary site inspections as prescribed in section 108-131E of the Code of the Town of Riverhead;
14. That no excavation or exportation will take place until a permit for such is obtained from the Town Board;
15. That no Building Permit shall issue until the Chairman of the Planning Board signs a mylar site plan (including elevation plans) which must be submitted and signature shall be conditional upon the following:
 - i. All necessary permits are obtained from the Fire Marshal's office.
 - ii. The Lighting Plan has been approved by the Consulting Engineer.
 - iii. That the mylar site plan includes a Planning Board certification box, on each page of the plans, in the format approved by the Planning Department;
 - iv. The mylar shall not exceed the standard D size drawing (24" x 36");
 - v. That six paper site plans matching the mylar are submitted to the Planning Department;
 - vi. The applicant shall submit a digital copy of the site plan in a common computer-aided design (CAD) file format, among them DGN, DXF, and DWG, and the digital CAD drawing shall be projected in the NAD 1983 State Plane New York Long island FIPS 3104 (feet) coordinate system.
15. In furtherance of section 108-131 E (1) (c), no Certificate of Occupancy shall issue until:
 - i. The applicant submits a signed and sealed "As-Built" survey in accordance to section 108-129 E;
 - ii. A post construction analysis of the tower shall be submitted certifying that the approved installation conforms to the approved plans and design.

RESOLVED, that the Clerk for the Planning Board is hereby authorized to forward a certified copy of this resolution to Bailey Larkin, 36 North New York Ave., Huntington, NY 11743; the Riverhead Planning Department; the Riverhead Building Department; the Counsel for the Town of Riverhead Planning Board; the Town Attorney; the Town Clerk; the Town Assessor; the Town Engineer; the Chief Fire Marshall; the Water District Superintendent; and the Town's Consulting Engineer.

Very truly yours,
PLANNING BOARD



Richard M. O'Dea,
Chairman

RMO:tm

A motion was made by Mr. Boschetti and seconded by Mr. Wells that the aforementioned resolution be duly adopted:

THE VOTE

BAIER ___ YES ___ NO BOSCHETTI x YES ___ NO

WELLS x YES ___ NO DENSIESKI ___ YES ___ NO x ABSTAIN

O'DEA x YES ___ NO

THIS RESOLUTION x WAS ___ WAS NOT
THEREFORE DULY ADOPTED

N.Y. STRUCTURE LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the date below, 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 MetroPCS New York, LLC, a Delaware limited liability company, having a mailing address of 5 Skyline Drive, Hawthorne, New York 10532 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at Plant #9 at North Wading River Road, Wading River, NY 11972 (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 portions of the Property consisting of (a) a room/cabinet/ground area space of approximately 200 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** will not be deemed to limit Tenant's Permitted Use. 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 as contemplated in October 23, 2009 plans, which were approved by the Town of Riverhead Planning Board. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Subject to the approval of the appropriate governmental agencies, Tenant has the right to modify, replace, upgrade, 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 Tenant will give Landlord 24 hour telephonic notice at 631-727-2000 Ext 234. Tenant will be allowed to make reasonable and necessary alterations to the Property in order to accomplish Tenant's intended use of the Premises or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

- 3. TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth (5th) annual anniversary of the Commencement Date occurs.

(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 date that Tenant commences construction or eighteen (18) months from the full execution of this Agreement, whichever occurs first (the "**Commencement Date**"), Tenant will pay the Landlord an annual rent of Thirty Eight Thousand Dollars (\$38,000.00), which will be paid in equal monthly rental payments, ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Commencement Date.

(b) Rent shall be adjusted on the first (1st) anniversary of the Commencement Date and on each subsequent annual anniversary of the Commencement Date of each term (including the Initial Term and any Extension Term) by an increase of three percent (3%) of the Rent paid during the previous year.

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 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. 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 and hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference.

(d) by Tenant on sixty (60) days prior written notice, for the reasons 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. Landlord acknowledges that Tenant may satisfy its insurance obligations through the use of an umbrella policy.

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.

10. **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 and structure by lease or license; (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.

11. 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 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.

12. 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 the aforementioned easement 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. 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.

13. 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 excepted. 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.

14. 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 tenantable 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.

15. 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 by Tenant.

16. 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 merger, acquisition, or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant will not assign or transfer this Agreement to any other person or entity without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

17. 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: MetroPCS New York, LLC
2250 Lakeside Boulevard
Richardson, TX 75082
Attn: Property Manager
Telephone: 215-265-2550
Facsimile: 866-457-4126

with a copy to: MetroPCS

5 Skyline Drive
Hawthorne, NY 10532
Attn: Property Manager
Telephone: (914) 593-8500
Facsimile: (866) 480-5292

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, NY 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.

18. 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.

19. 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 reasonable 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.

20. 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.

21. 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. Landlord acknowledges that Tenant may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Communication Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Landlord (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Communication Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

22. **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.

23. **TAXES.** Tenant will pay all personal and/or franchise property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility upon presentation of sufficient and proper documentation.

24. **SECURITY DEPOSIT.** At the commencement of this Agreement, Tenant will deposit with Landlord the sum of Six Thousand 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 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).

25. **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 of 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"

THE RIVERHEAD WATER DISTRICT

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

METROPCS NEW YORK, LLC

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE.]

EXHIBIT 1

DESCRIPTION OF PROPERTY

Page 1 of 1

To the Agreement dated _____, by and between The Riverhead Water District, a New York municipal corporation. As Landlord, and MetroPCS New York, LLC, a Delaware limited liability company

As described on the Suffolk County Tax Map as:

EXHIBIT 2

DESCRIPTION OF PREMISES

Page ____ of ____

to the Agreement dated _____, 2004, by and between The Riverhead Water District, a New York municipal corporation, as Landlord, and MetroPCS New York, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

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:

1. 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
2. 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
3. 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:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. 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 (20% 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:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. 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.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt from backup withholding* above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS use the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payors must generally withhold 30% of taxable interest, dividend, and certain other payment to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

SAMPLE OF MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2009, 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 MetroPCS New York, LLC, a Delaware limited liability company, with an office at 2250 Lakeside Boulevard, Richardson, TX 75082 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement ("**Agreement**") on the ____ day of _____, 2009, 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 term of the Agreement is for an Initial Term of five (5) years 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.
7. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
8. 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:

By: _____
Print Name: _____

"LANDLORD"

THE RIVERHEAD WATER DISTRICT

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

METROPCS NEW YORK, LLC

By: _____
Print Name: _____
Its: _____
Date: _____

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: _____

GENERAL NOTES

1. ALL CONSTRUCTION, LABOR AND MATERIAL SHALL COMPLY WITH ALL LOCAL AND STATE BUILDING CODES, ORDINANCES AND TO THE RULES AND REGULATIONS OF ALL AGENCIES HAVING JURISDICTION.
2. THE CONTRACTOR MUST VISIT THE SITE AND BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS. NOTE THAT HEIGHT ORIENTATION INDICATED ON THE PLANS IS APPROXIMATE & MUST BE VERIFIED. CONTRACTOR SHALL LOCATE THE NORTH AND APPROXIMATE SIGHTS UTILIZING THE APPROXIMATE U.S.S. 7 1/2 MINUTE MAP AND A THEODOLITE. CONTRACTOR SHALL PROVIDE DOCUMENTATION OF CALCULATIONS AND BEARINGS USED FOR ALIGNMENT. ANY DISCREPANCIES OR CONCURRENCE SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH ANY WORK. PURCHASE, FABRICATION OR ERECTION OF ANY MATERIAL.
3. THE CONTRACTOR SHALL ARRANGE AND PAY FOR ALL PERMITS, APPROVALS, INSPECTIONS AND TESTS REQUIRED BY ALL AGENCIES HAVING JURISDICTION.
4. THE CONTRACTOR SHALL PROVIDE ALL ITEMS OF LABOR AND MATERIALS WHETHER OR NOT SPECIFICALLY INDICATED, IF REQUIRED TO COMPLETE THE INSTALLATION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE BRACING AND PROTECTING OF ALL WORK DURING CONSTRUCTION TO AVOID DAMAGE, DELAYED, DISTURBANCE, MISALIGNMENT, VIBRATING, BUCKLING, COLLAPSE AND WARMING, ETC. PROTECTION SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CODES, STANDARDS AND BEST PRACTICES. ROOF SURFACES SHALL BE PROTECTED TO COMPLETE WATER TIGHTNESS WITH THE APPROVED MATERIAL AND AS THE APPROVED BY THE OWNER IN WRITING.
6. ALL MATERIALS SHALL BE INSTALLED AS PER THE MANUFACTURER'S SPECIFICATIONS.
7. DO NOT SCALE DRAWINGS.
8. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR THE MEANS AND METHODS OF CONSTRUCTION. THE WORK SHOWN ON THESE PLANS IS TO BE COMPLETED BY THE CONTRACTOR IN A GOOD WORKMANSHIP MANNER TO PROTECT THE HEALTH AND SAFETY OF THE PUBLIC. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE HEALTH AND SAFETY OF THE PUBLIC AND PERSONNEL SUCH AS:
 - THE TENANT'S EGRESS TO AND FROM THE BUILDING AND/OR THE SITE.
 - THE BUILDING'S FIRE SAFETY OR SHALL NOT CREATE ANY FIRE HAZARDS.
 - THE STRUCTURAL INTEGRITY AND SAFETY OF THE TANK.
 - THERE SHALL NOT BE ANY CREATION OF NOISE OUTSIDE THE NORMAL HOURS OF 7 AM TO 6 PM UNLESS OTHERWISE AGREED UPON WITH THE OWNER.
 - THE BUILDING SECURITY SHALL BE MAINTAINED IN ORDER TO PREVENT ANY UNAUTHORIZED PERSONS FROM ENTERING THE PREMISES.
 - THE BUILDING UTILITY'S (ELECTRICITY, GAS, WATER AND OTHER UTILITIES) SHALL NOT BE INTERRUPTED DURING THIS APPLICATION & INSTALLATION.
 - ALL MASONRY REPAIRATIONS SHALL BE DONE USING TOMBRA ACTION GRU (AND HANGING ACTION) HIGH-STRENGTH POLYMER FIBER REINFORCED PORTLAND CEMENT MORTAR. THE FIBER REINFORCED SURFACES SHALL BE FINISHED WITH 1/2" (12.5 MM) WIRE MESH. THE SURFACES SHALL BE FINISHED WITH A HIGH-STRENGTH POLYMER FIBER REINFORCED PORTLAND CEMENT MORTAR.
9. THE CONTRACTOR SHALL, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE, CONSTRUCTION MATERIAL, AND DEBRIS. UPON COMPLETION, ALL DEBRIS SHALL BE REMOVED AND LEGAL MARKERS.
10. THE CONTRACTOR SHALL COMPLY WITH ALL SPECIAL CONSIDERATIONS OF THE CONSTRUCTION (EX. HEAVY OPERATIONS, INTERRUPTIONS OF ANY MECHANICAL AND/OR ELECTRICAL SERVICES, MATERIAL DELIVERIES AND/OR STORAGE) WITH THE BUILDING OWNER OR MANAGEMENT PRIOR TO THE START OF THE WORK.
11. THE CONTRACTOR SHALL PATCH AND REPAIR EXISTING CONDUITS, WHERE DISTURBED BY NEW WORK OR AS REQUIRED BY THE PLANS. ALL EXISTING AREAS OF THE BUILDING DAMAGED BY THE CONTRACTOR SHALL BE RESTORED TO ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.

GENERAL NOTES CONTINUED

12. ALL ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICIAN AND CONFORM TO ALL BUILDING CODE AND LOCAL ORDINANCES REQUIREMENTS.
13. THE GENERAL NOTES CONTAINED HEREIN ARE PART OF THE PLANS AND SPECIFICATIONS AND ARE TO BE COMPLIED WITHIN ALL RESPECTS. THE MOST RESTRICTIVE NOTES SPECIFIED ARE TO TAKE PRECEDENCE.
14. THESE DOCUMENTS ARE IN COMPLIANCE & ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE FOLLOWING CODES & STANDARDS LATEST EDITIONS:
 - NATIONAL STANDARD PLUMBING CODE
 - NATIONAL ELECTRIC CODE
 - INTERNATIONAL MECHANICAL CODE
 - NFPA SECTION 13 & 22
 - EN/ISA-222-G STANDARDS "STRUCTURAL STANDARDS FOR STEEL AIRFRAME TOWERS AND SUPPORTING STRUCTURES"
 - THE NEW YORK STATE BUILDING CODE
15. ALL PROPOSED STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH AISC CODE AND AISC SPECIFICATIONS, LATEST EDITION. ALL NEW STEEL SHALL:
 - CONFORM WITH TO ASTM A-36
 - ALL STEEL PIPES SHALL CONFORM TO ASTM A-53 OR A-53, GRADE B
 - CONNECTIONS SHALL BE MADE USING SPECIFIED WELDS AND WELDING ELECTRODES E-70XX OR SPECIFIED HIGH STRENGTH STEEL SHALL BE ASTM A572 F550 AND F600. THE SHEAR PLATE SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION (OR Y DIPPED TO MATCH APPLICATIONS) PER ASTM A-123. ALL DAMAGED SURFACES, WELDED AREAS AND AUTHORIZED NON-GALVANIZED MEMBERS OR PARTS (NEW OR OLD) SHALL BE PAINTED AS PER SEWA PAINTING SPECIFICATIONS.
 - ALL PIPES SIZES INDICATED HEREIN ARE NOMINAL DIAMETER (INSIDE DIAMETER)
16. ALL EQUIPMENT SHALL BE INSTALLED LEVEL AND PLUMB.
17. MATERIALS AND CONDITIONS NOT FABRICATED CORRECTLY, DAMAGED OR NON-COMFORMING SHALL BE REPORTED TO CONSTRUCTION MANAGER, ARCHITECT AND OWNER PRIOR TO ANY CORRECTIVE ACTION. ALL ACTIONS REQUIRED APPROVAL FROM THE OWNER.
18. METRO PCS SHALL BE RESPONSIBLE FOR EVALUATING LEVELS OF RF EMISSIONS TO DETERMINE CONTROLLED ACCESS ZONES AND SHALL POST APPROPRIATE SIGNAGE.

STEEL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.
2. ALL CONNECTIONS OF STRUCTURAL STEEL MEMBERS SHALL BE MADE USING SPECIFIED WELDS WITH WELDING ELECTRODES E-70XX OR SPECIFIED HIGH STRENGTH RATE TO BE ASTM A53.
3. ALL STEEL EXPOSED TO MOISTURE, SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION PER ASTM A-123. ALL DAMAGED SURFACES, WELDED AREAS AUTHORIZED NON-GALVANIZED MEMBERS OR PARTS (EXISTING OR NEW) SHALL BE PAINTED AS PER SEWA PAINTING SPECIFICATIONS.
4. CUT AND REMOVE EXISTING ROOF AS REQUIRED TO INSTALL NEW BEARING PLATES.
5. ATTACHMENTS AND BEAM PENETRATIONS AT ROOF MUST BE SEALED WATER-TIGHT.



infinigy
 engineering & surveying
 1100 West 121st St
 Latham, NY 12110
 OFFICE: (518) 689-0780
 FAX: (518) 689-0783

metro PCS
 PLANT REPAIR/INSTALL
 WEST WADING RIVER
 NY 12074

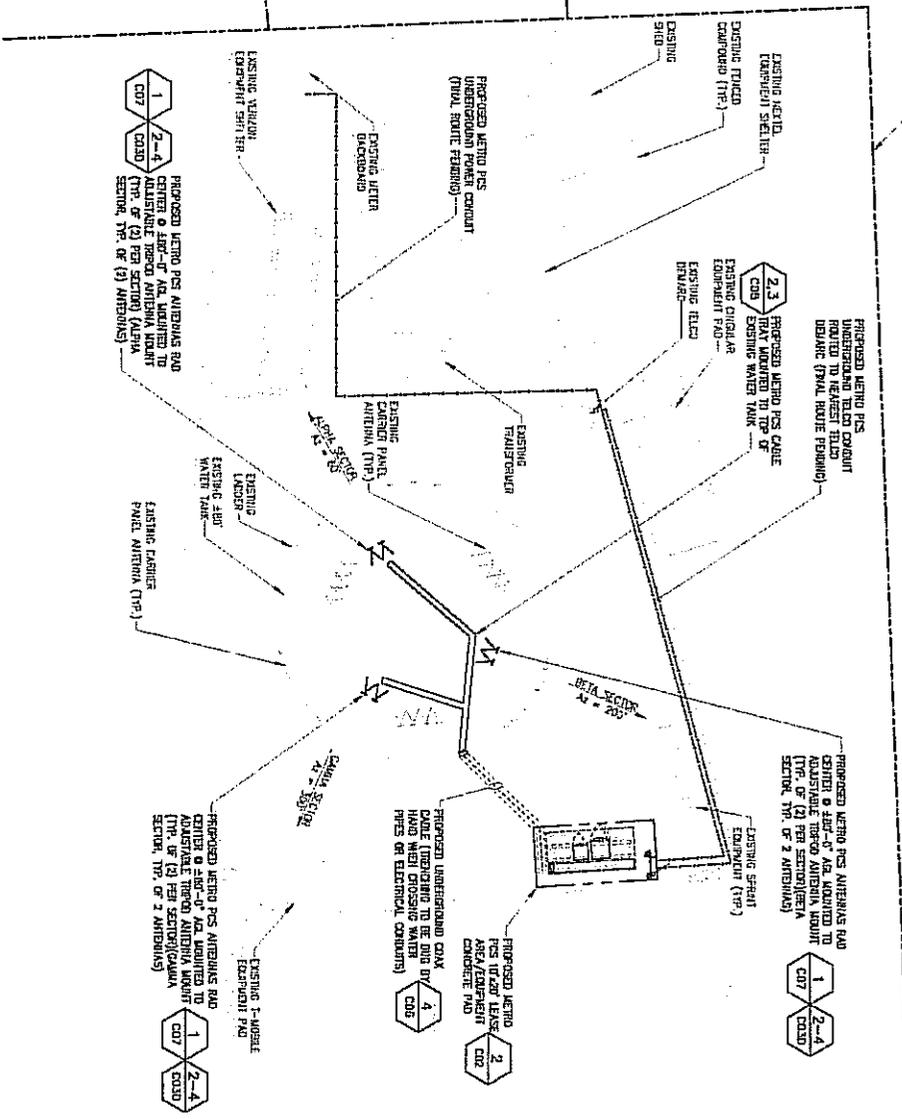
Project Name: WEST WADING RIVER
 Project Number: 121170

Contractor: metro PCS
 Date: 12/11/10
 Drawing Title: 001

NOTES

001

APPROXIMATE LOCATION OF EXISTING PROPERTY LINE



THIS PLAN INFORMATION TAKEN FROM MAP OF PROPERTY STATE ENGINEER, TOWN OF HENRICO, SUTCLIFF CO. NEW YORK, SCALE 1"=40', DTD AUGUST 7, 2008, SUBMITTED FOR RECORD BY WALLACE T. BRUAL, 259 WOOD ROAD, BAYVIEW, N.Y. 11706

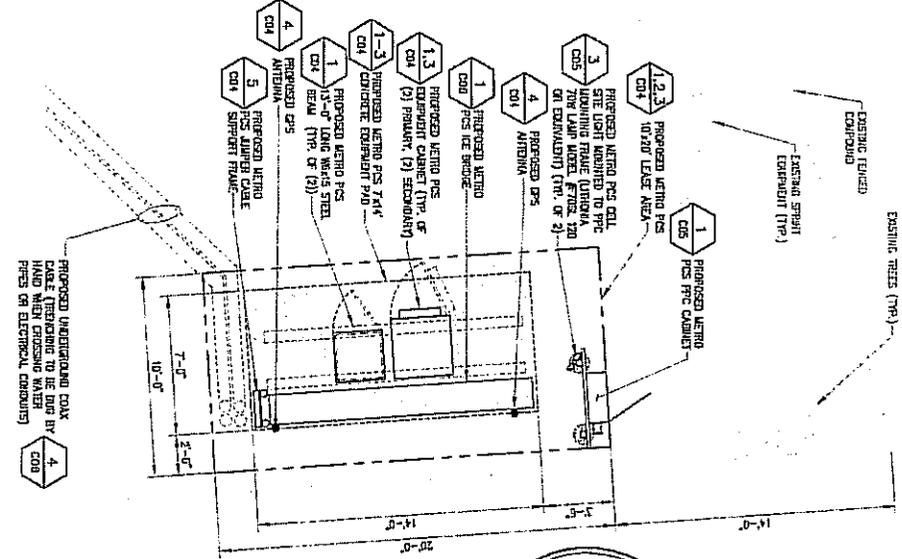
RECORDED FROM A SITE PLAN PERFORMED BY ARCHITECT ENGINEER IN CHARGE BY ARCHITECT ENGINEER, DATED 2/15/05, AND DICES NOT REPRESENT AN ACTUAL FIELD SURVEY.

1 OVERALL SITE LAYOUT

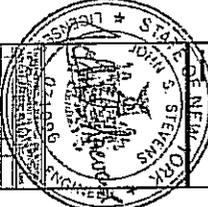


FOR ADDITIONAL STRUCTURAL INFORMATION FOR ANY CHANGES ENGINEERING DATED 8/16/09

FOR ADDITIONAL WATER TANK STRUCTURAL INFORMATION FOR PROPOSED INSTALLATION, SEE LETTER COMPLETED BY SHAWROCK ENGINEERING DATE 8/29/05



2 ENLARGED SITE LAYOUT



nfinity
Engineering & Surveying
11 Heron Drive
Latham, NY 12110
OFFICE: (518) 660-0793
FAX: (518) 600-0703

Project Name: WEST WADING RIVER NY7307-A

Client: PLANT RESEMIER WALLS WADING RIVER NY 11732

Project Number: 2008-117

Scale: 1" = 20'-0"

Drawing Title: SITE LAYOUTS

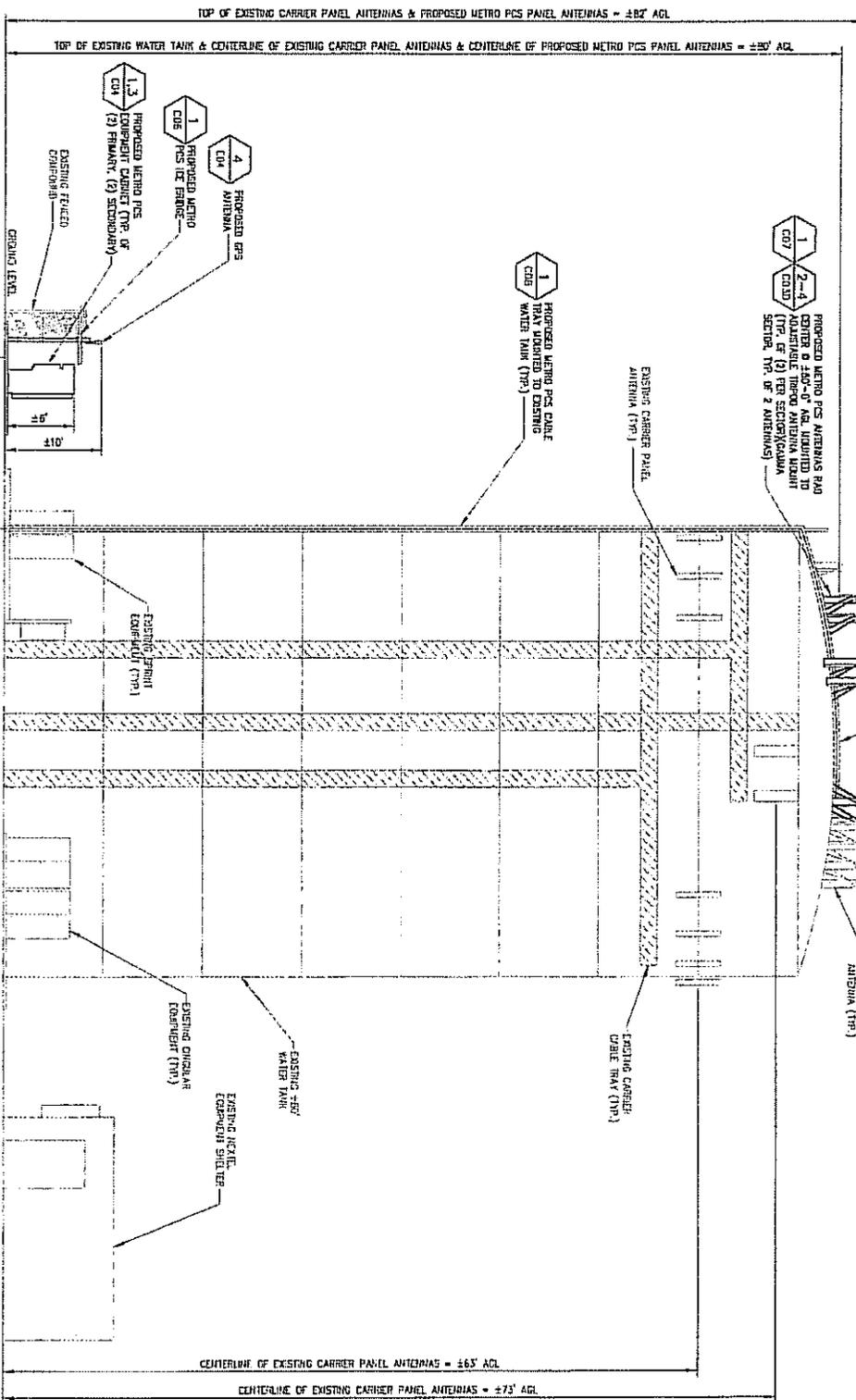
Sheet Number: C02

metropcs logo

NOTE:
THE PROPOSED METRO PCS
ANTENNAS AND CABLES SHALL BE
PAINTED TO MATCH THE EXIST.

PROPOSED METRO PCS ANTENNAS RAO
CABLE 0-30'-0" AS INDICATED TO
TOP OF EXISTING WATER TANK
(TYP. OF (2) PER SECTION 1A01A
SECTION TYP. OF 2 ANTENNAS)

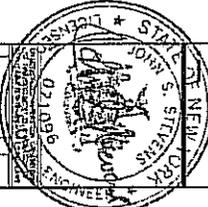
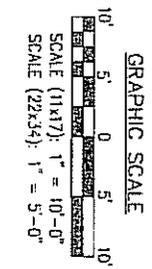
PROPOSED METRO PCS ANTENNAS RAO
CABLE 0-30'-0" AS INDICATED TO
TOP OF EXISTING WATER TANK
(TYP. OF (2) PER SECTION 1A01A
SECTION TYP. OF 2 ANTENNAS)



TOP OF EXISTING WATER TANK STRUCTURE
ELEVATION FOR PROPOSED METRO PCS ANTENNAS
AND CABLES TO BE COMPLETED
BY SHAWMOS ENGINEERING DATED 8/28/09

PROPOSED METRO PCS UNDERGROUND
CABLE CONDUIT (ENCLOSING TO BE DONE
BY HAND WHEN CROSSING WATER PIPES
OR ELECTRICAL CONDUITS)

1 WATER TANK SOUTH ELEVATION
SCALE: 1" = 10'



nfinigy
engineering & surveying
11 Herbert Drive
Latham, NY 12110
OFFICE: (518) 693-0700
FAX: (518) 693-0703

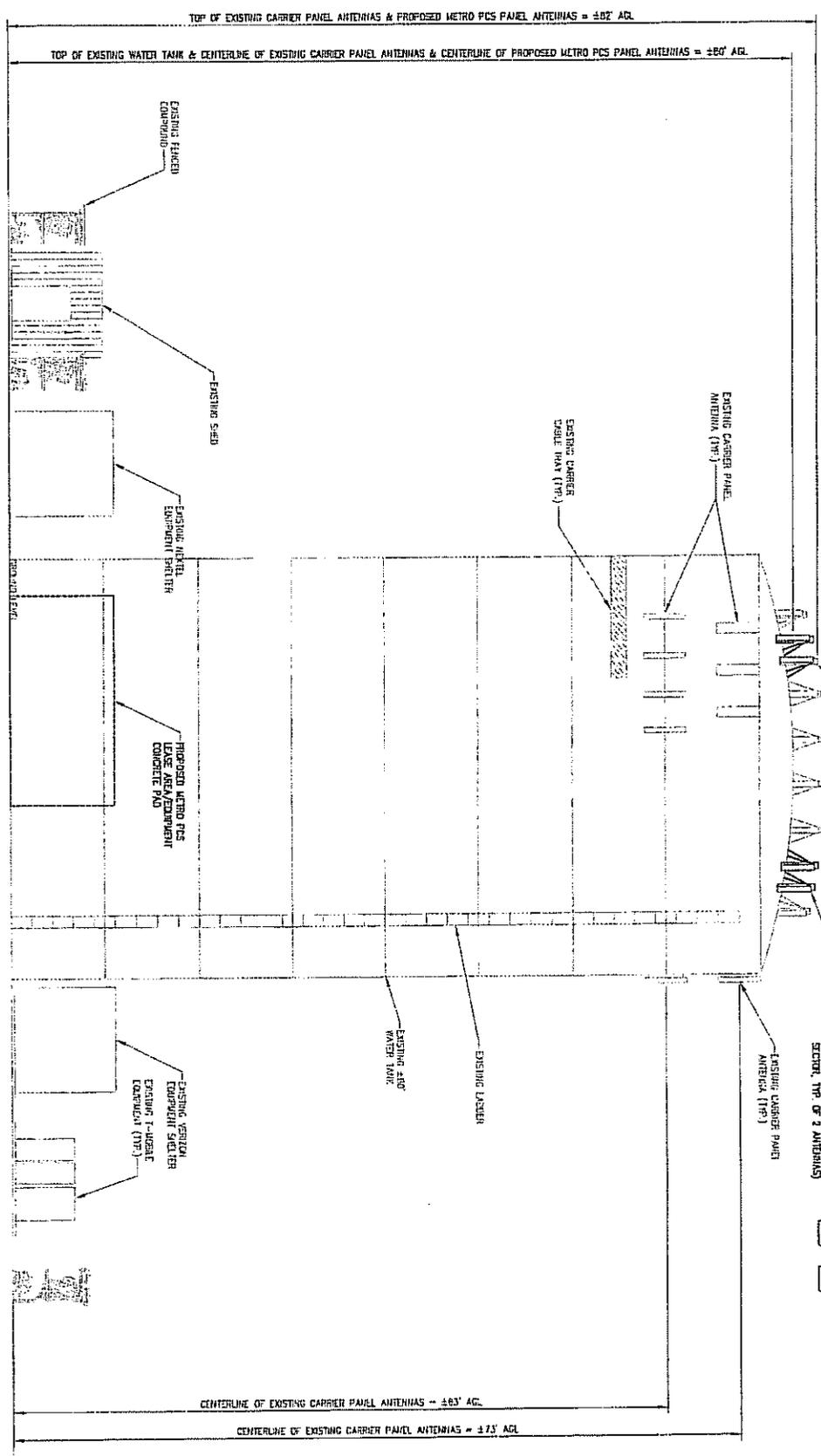
Project Title: WEST WADING RIVER NY7307-A
Client: PLANT 28 LEWISVILLE WADING RIVER, NY7192

metropcs
A Division of

Scale: 1" = 10'

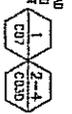
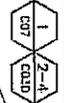
Sheet No: 603

NOTE:
THE PROPOSED METRO PCS
ANTENNAS AND BRIDGE SHALL BE
REQUIRED TO WITHIN THE TANK



PROPOSED METRO PCS ANTENNAS RAD
CENTER @ ±60'-0" AGL. MOUNTED TO
ADJUSTABLE TOWER ANTENNA MOUNT
SYSTEM (T.M.S.) OR 2 ANTENNAS

PROPOSED METRO PCS ANTENNAS RAD
CENTER @ ±62'-0" AGL. MOUNTED TO
ADJUSTABLE TOWER ANTENNA MOUNT
SYSTEM (T.M.S.) OR 2 ANTENNAS

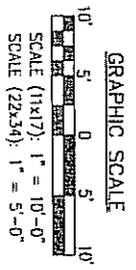


THIS ARCHITECTURAL WATER TANK STRUCTURE, SEE
ELEVATION SHEETS, IS THE PROPERTY OF
METROPCS. ALL RIGHTS RESERVED. THIS
DRAWING WAS PREPARED BY SPANCOX ENGINEERING
DATE: 8/28/05

FOR ADDITIONAL SPECIFICATIONS OR QUANTITIES FOR
PROPOSED ANTENNA BRIDGE, SEE CENTER SHEETS
IN THIS DRAWING SET.

PROPOSED ANTENNA RAD CENTER IS PRELIMINARY
AND IS SUBJECT TO CHANGE WITH FINAL RF
CONTOURING BY RF ENGINEER.

1 WATER TANK EAST ELEVATION
SCALE: 1" = 10'

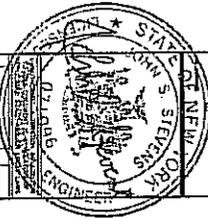


ELEVATION
VIEW

0303C

metroPCS
A Division of Sprint Nextel
19150 E. Smith Avenue
Denver, CO 80288
Tel: 303.733.1000
Fax: 303.733.1001
www.metroPCS.com

Project No. 226-172
Client: WEST WINDING
TOWER
NY7307-A
WASHINGTON, NY 11702



nfinity
Engineering & Surveying
11 Herbert Drive
Latham, NY 12110
OFFICE: (518) 659-0700
FAX: (518) 650-0703

TOWN OF RIVERHEAD

Resolution # 128

RATIFIES PUBLICATION OF BID NOTICES – RIVERHEAD WATER DISTRICT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, by previous resolutions this Town Board authorized the Riverhead Town Clerk to advertise for bids for several water district construction projects, and

WHEREAS, due to scheduling it was necessary to change the time when the bids would be published and received.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board as governing body of the Riverhead Water District hereby ratifies and confirms the publication of bid notices in the Thursday, February 11, 2010 edition of The News Review for the following

- Electrical Service Upgrade at Plant No. 2
- Booster Pump Station at Dogwood Drive – Contract 1 – Telemetry, Contract 2 – Booster Installation
- Installation of Water Mains & Appurtenances, The Woods at Aquebogue, West Lane, Aquebogue
- Construction of Test Well at Plant No. 16, Edwards Avenue, Baiting Hollow

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

THE VOTE

Wooten Yes No Dunleavy Yes No
 Giglio ABSENT Gabrielsen ABSENT
 Walter Yes No

The Resolution Was Was Not
 Thereupon Duly Declared Adopted

NOTICE TO BIDDERS

The Town Board of Riverhead will receive bids for the "Electrical Service Upgrade at Plant No. 2" for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until **11:00 A.M.**, on **Thursday, February 25, 2010**, at which time and place all bids will be publicly opened and read aloud for:

**PROJECT NO.: RDWD 07-01,
ELECTRICAL SERVICE UPGRADE AT PLANT NO. 2**

An electronic copy of the plans and specifications may be examined and obtained on or after **Thursday, February 11, 2010** at the Office of the Town Clerk between the hours of 8:30 A.M. and 4:30 P.M. weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on "Bid Requests."

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

DIANE WILHELM, TOWN CLERK

DATED: **Thursday, February 11, 2010**

NOTICE TO BIDDERS

The Town Board of Riverhead will receive bids for the "BOOSTER PUMP STATION AT DOGWOOD DRIVE" for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until **11:00 A.M.**, on **Thursday, February 25, 2010**, at which time and place all bids will be publicly opened and read aloud for:

PROJECT NO.: RDWD 10-02
BOOSTER PUMP STATION AT DOG WOOD DRIVE
CONTRACT 1 - TELEMETRY
CONTRACT 2 - BOOSTER INSTALLATION

An electronic copy of the plans and specifications may be examined and obtained on or after **Thursday, February 11, 2010** at the Office of the Town Clerk between the hours of 8:30 A.M. and 4:30 P.M. weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on "Bid Requests."

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

DIANE WILHELM, TOWN CLERK

DATED: Thursday, February 11, 2010

NOTICE TO BIDDERS

The Town Board of Riverhead will receive bids for the "*Installation of Water Mains and Appurtenances*" for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until **11:00 A.M.**, on Thursday, February 25, 2010, at which time and place all bids will be publicly opened and read aloud for:

**PROJECT NO.: RDWD 06-54,
Installation of Water Mains & Appurtenances
The Woods at Aquebogue - West Lane, Aquebogue
Riverhead Town No.: 30091**

Plans and specifications may be examined and obtained on or after *Thursday, February 11, 2010* at the Office of the Town Clerk between the hours of 8:30 A.M. and 4:30 P.M. weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on "Bid Requests".

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 informality, 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

TOWN CLERK, TOWN OF RIVERHEAD

DATED: February 11, 2010

NOTICE TO BIDDERS

The Town Board of Riverhead will receive bids for the "CONSTRUCTION OF TEST WELL AT PLANT NO. 16, EDWARDS AVENUE, BAITING HOLLOW" 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, February 25, 2010, at which time and place all bids will be publicly opened and read for:

PROJECT NO.: RDWD 10-01
CONSTRUCTION OF TEST WELL AT PLANT NO. 16,
EDWARDS AVENUE, BAITING HOLLOW

An electronic copy of the plans and specifications may be examined and obtained on or after Thursday, February 11, 2010 at the Office of the Town Clerk between the hours of 8:30 A.M. and 4:30 P.M. weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on "Bid Requests".

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

DIANE M. WILHELM, TOWN CLERK

DATED: Thursday, February 11, 2010

TOWN OF RIVERHEAD

Resolution # 129APPOINTS MEMBER TO THE RECREATION ADVISORY COMMITTEE

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Resolution #763 of August 2, 2005 adopted guidelines for Town Board Advisory Committees; and

WHEREAS, guideline #1 states that each committee will consist of no less than seven and no more than nine members; and

WHEREAS, a vacancy presently exists on the Recreation Advisory Committee; and

WHEREAS, the Town Board recommends the appointment of a member to the Recreation Advisory Committee.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby reappoints Karen J. Ragazzi to the Recreation Advisory Committee for a two (2) year term to expire February 2012.

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

THE VOTE

Wooten Yes No Dunleavy Yes No
 Giglio ABSENT Gabrielsen ABSENT
 Walter Yes No

The Resolution Was Was Not
 Thereupon Duly Declared Adopted

2/17/10

Adopted

**TOWN OF RIVERHEAD
Resolution # 130**

**AUTHORIZES THE RELEASE OF CASH SECURITY OF
CALVERTON LINKS LTD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Calverton Links, Ltd. posted cash security (Check #8433 dated July 21, 2006) in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250) for a temporary tent permit (less than 180 days) as per Town Board Resolution #104, dated February 7, 2006, for property located at 149 Edwards Avenue, Calverton, New York, 11933, known and designated as Suffolk County Tax Map Number 0600 / 137.-01-02.01, pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction, the Planning Department is satisfied with the site requirements and Certificate of Occupancy # 20818 dated August 21, 2006, has been issued.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the cash security in the sum of One Thousand Two Hundred Fifty Dollars (\$1,250); and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Calverton Links, Ltd., 149 Edwards Avenue, Calverton, New York ,11933; and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio ABSENT Gabrielsen ABSENT
Walter Yes No

The Resolution Was Was Not
Therefore Duly Adopted

TOWN OF RIVERHEAD

Resolution # 131

AUTHORIZES THE RELEASE OF CASH SECURITY OF APPLE HONDA

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Apple Honda posted cash security (Check #21211 dated July 9, 2002) in the amount of Seven Thousand Two Hundred Ninety-Five Dollars (\$7,295) for site improvements in accordance with Resolution #541, dated May 22, 2002, for real property located at 1375 Old Country Road, Riverhead, New York, 11901, known and designated as Suffolk County Tax Map Number 0600-108-2-8 pursuant to Section 108-133(l) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction, the Planning Department is satisfied with site requirements, and Certificate of Occupancy #23411 dated February 10, 2010 has been issued.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the cash security in the sum of Seven Thousand Two Hundred Ninety-Five Dollars (\$7,295); and be it further

RESOLVED, the Town Clerk is hereby authorized to forward a copy of this resolution to Apple Honda, 1375 Old Country Road, Riverhead, New York, 11901; and be it further

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

THE VOTE

Wooten Yes No
Giglio ABSENT

Dunleavy Yes No
Gabrielsen ABSENT

Walter Yes No

The Resolution Was Was Not

Therefore Duly Adopted

TOWN OF RIVERHEAD

Resolution # 132

ACCEPTS THE RESIGNATION OF A KENNEL ATTENDANT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town has received a letter of resignation from Margaret Schwarz, a part-time Kennel Attendant in the Animal Control Division of the Riverhead Town Police Department, indicating her intent to resign effective February 04, 2010.

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

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

THE VOTE

Wooten Yes No
Giglio ABSENT

Dunleavy Yes No
Gabrielsen ABSENT

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 133

SOLID WASTE MANAGEMENT PLANBUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

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

		<u>FROM</u>	<u>TO</u>
406.095731.494200.80003	Serial Bond Proceeds	40,000	
406.081600.543501.80003	Professional Services-Permit		40,000
001.081600.547500.	Waste Disposal Expenses	20,000	
001.081600.547504.	Refuse & Garbage Tipping Fees	15,000	
001.081600.549000.	Misc. -(Prof Services-Permit)		35,000

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

THE VOTE

Wooten Yes No
Giglio ABSENT

Dunleavy Yes No
Gabrielsen. ABSENT

Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 134

ADOPTS A LOCAL LAW TO AMEND CHAPTER 95 ENTITLED "TAXATION" OF THE RIVERHEAD TOWN CODE (§95-38.1 Un-remarried spouses of volunteer firefighters or volunteer ambulance workers.)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 95, entitled "Taxation" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 17th day of February, 2010 at 7:10 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 the local law amending Chapter 95 entitled, "Taxation" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio ABSENT Gabrielsen ABSENT
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 95 entitled "Taxation" of the Riverhead Town Code at its regular meeting held on February 17, 2010. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**ARTICLE VIII
Exemption for Volunteer Firefighters and Volunteer Ambulance Workers**

§ 95-38.1. Un-remarried spouses of deceased volunteer firefighters or volunteer ambulance workers.

Any local law or ordinance adopted pursuant to §§ 466, 466-a, 466-b, 466-c, 466-d or 466-e, 466-f, or 466-g of the New York State Real Property Tax Law may be separately amended, or a local law, ordinance or resolution may be separately adopted to continue an exemption or reinstate a pre-existing exemption to an un-remarried spouse of a deceased enrolled member of incorporated volunteer fire company, fire department or incorporated voluntary ambulance service provided, however, that:

- A. Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated volunteer ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service.
- B. Such deceased volunteer had been an enrolled member for at least twenty years.
- C. Such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

§95-39. Applicability.

Section 95-38 and Section 95-38.1 shall apply to assessment rolls prepared on the basis of taxable status dates occurring on or after January 1, 2006.

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

Dated: Riverhead, New York
February 17, 2010

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 135

ADOPTS A LOCAL LAW TO AMEND CHAPTER 95 ENTITLED "TAXATION" OF THE RIVERHEAD TOWN CODE (§95-43. Exemptions granted; Cold War veterans.)

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 95, entitled "Taxation" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 17th day of February, 2010 at 7:15 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 the local law amending Chapter 95 entitled, "Taxation" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio ABSENT Gabrielsen ABSENT
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 95 entitled "Taxation" of the Riverhead Town Code at its regular meeting held on February 17, 2010. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

**Chapter 95
TAXATION
ARTICLE IX
Exemption for Cold War Veterans**

§ 95-43. Exemptions granted; Cold War veterans.

- A. The Town shall adopt a local law to provide that qualifying residential real property shall be exempt from taxation to the extent of 15% of the assessed value of such property; provided, however, that such exemption shall not exceed ~~\$12,000~~ \$54,000 or the product of ~~\$12,000~~ \$54,000, multiplied by the latest state equalization rate of the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.
- B. In addition to the exemption provided by Subsection A of this section, where the Cold War veteran received a compensation rating from the United States veterans affairs or from the United States department of defense because of a service-connected disability, qualifying residential real property shall be exempt from taxation to the extent of the product of the assessed value of such property, multiplied by 50% of the Cold War veteran disability rating; provided, however, that such exemption shall not exceed ~~\$40,000~~ \$180,000 or the product of ~~\$40,000~~ \$180,000 multiplied by the latest state equalization rate for the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.

- Underline represents addition(s)

Dated: Riverhead, New York
February 17, 2010

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

DIANE M. WILHELM, Town Clerk

2/17/10

Adopted

**TOWN OF RIVERHEAD
Resolution # 136**

**ADOPTS A LOCAL LAW FOR THE ADDITION OF A NEW CHAPTER 111 ENTITLED
"REGISTERED SEX OFFENDERS" OF THE RIVERHEAD TOWN CODE**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law for the addition of a new Chapter 111 entitled "Registered Sex Offenders" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 17th day of February, 2010 at 7:05 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 the local law to consider a new Chapter 111 entitled "Registered Sex Offenders" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio ABSENT Gabrielsen ABSENT
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law for the addition of a new Chapter 111 entitled "Registered Sex Offenders" of the Riverhead Town Code at its regular meeting held on February 17, 2010. Be it enacted by the Town Board of the Town of Riverhead as follows:

Chapter 111
REGISTERED SEX OFFENDERS
ARTICLE I
Sex Offender Residency Restrictions

§111-1. Legislative intent.

The Town Board finds that sex offenders pose a significant threat to the health and safety of the community and especially to children, whose age and inexperience makes them particularly vulnerable to the heinous and reprehensible acts of these offenders.

The Board finds that the rate of recidivism is high and programs designed to treat and rehabilitate these types of offenders have been largely ineffective. Limiting the frequency of contact between registered sex offenders, sex offenders, and/or sexual predators and areas where children are likely to congregate reduces the opportunity and temptation, and can minimize the risk of repeated acts against minors.

It is the intention of the Town Board to exercise its authority pursuant to Article IX, § 2(c)(i) and (ii)(10) of the New York State Constitution, § 10(1)(ii)(a)(12)&(d)(3) of the Municipal Home Rule Law, § 64(22) and § 130(11) and (15) of the Town Law, and any other applicable or successor law, presently in existence or hereinafter enacted, to protect and safeguard the lives and well-being of the community, and especially children from registered sex offenders, sex offenders, and/or sexual predators while children are in close proximity to schools, daycare centers, day camps, parks and playgrounds.

After careful consideration, the Town Board finds that this legislation is the most narrowly tailored means of limiting, to the fullest extent possible, the opportunity for registered sex offenders, sex offenders, and/or sexual predators to approach or otherwise come in contact with children in places where children would naturally congregate, and that the protection of our residents is a compelling governmental interest.

By the enactment of this or any other legislation, the Town Board understands that it cannot remove the threat posed to or guarantee the safety of minors, or assure the public that registered

sex offenders, sex offenders, and/or sexual predators will comply with the mandates of this statute. This legislation is intended to create a civil, non-punitive regulatory scheme in order to protect minors to the extent possible under the circumstances and not as a punitive measure of any kind.

§111-2. Definitions.

BOARDING HOUSE – Any dwelling in which more than three persons, either individually or as families, are housed or lodged for hire with or without meals. A rooming house or a furnished-room house shall be deemed a “boardinghouse”.

CHILD OR CHILDREN - Persons under eighteen (18) years of age.

CHILD DAYCARE CENTERS - Any licensed establishment where a child or children are cared for on a regular basis and such service is provided away from the child's residence for less than twenty-four hours per day by someone other than the parent, step-parent, guardian, or a relative of the child, whether public, private or parochial, and whether or not such service is provided for compensation of any kind. Daycare centers shall include licensed after-school programs and daycare programs. For the purpose of this Article, the term "child daycare center" shall not apply to services provided in a private dwelling, unless such dwelling is duly licensed by the appropriate agency to provide such service.

HOTEL – A building or part thereof which has a common entrance, common heating system and general dining room and which contains seven or more living and sleeping rooms designed to be occupied by individuals or groups of individuals, for compensation.

MINOR - Persons under eighteen (18) years of age.

MOTEL – A building or group of buildings, whether attached or in connected units, used a individuals sleeping or dwelling units with direct outside access, designed primarily for transient automobile travelers and provided with accessory off-street parking facilities.

PARK - Includes active and passive public land designated for recreational or athletic use by the Town of Riverhead, County of Suffolk, State of New York, the United States of America or other governmental subdivision, and located within the Town of Riverhead. For the purposes of this Chapter, the term "park" shall include beaches.

PLAYGROUND - Public land designated for recreational or athletic purposes by any school district, library district, Town of Riverhead, County of Suffolk, State of New York, the United States of America or other governmental subdivision, and located within the Town of Riverhead.

SCHOOL - Includes any portion of private or public land, buildings or structures utilized primarily for public or private education, as defined by the New York State Department of Education and/or the New York State Education Law, and includes but is not limited to, pre-schools, kindergartens and nursery schools, elementary, primary, intermediate, junior high, middle and secondary schools, high schools, vocational, and special education schools. For the purposes of this Chapter, the term "school" shall include "child daycare centers," and exclude vocational and special education schools that provide services to those over eighteen years of age.

SEX OFFENDER OR SEXUAL PREDATOR - Any person who is a resident of the Town of Riverhead and has been convicted of an offense provided in § 168-A (1), (2), (3), (7) and (8) of the New York State Correction Law or any successor or applicable law, where the victim was a minor, except Level One offenders as set forth in § 168-1 (6)(a) of the Correction Law or successor law. The use of one term shall be deemed to include the other.

REGISTERED SEX OFFENDER - A sex offender who is required to register with the New York State Division of Criminal Justice Services, or other agency having jurisdiction, pursuant to the provisions of Article 6-C of the Correction Law of the State of New York, or other applicable or successor law, whether or not the sex offender has actually registered in compliance with the law or order of the court of competent jurisdiction. For the purpose of this Chapter, a registered sex offender shall not include Level One offenders as set forth in § 168-1 (6)(a) of the Correction Law or successor law.

RESIDENCE/DOMICILE - A place where a person sleeps, which may include more than one location, and may be mobile or transitory.

§111-3. Residency restrictions.

A. It shall be unlawful for a registered sex offender, sex offender, and/or sexual predator or a property owner, managing agent, house manager, corporation, or person in charge of the premises to establish a residence or domicile within the limits set forth below:

- (1) One-quarter mile (1,320 feet) of the property line of any land utilized, in whole or in part, as a school, child daycare center, library, park, beach, playground or day camp; and
- (2) One quarter mile (1,320 feet) of the property line of any land utilized, in whole or in part, as a hotel, motel or boarding house.

§111-4. Exemptions.

The provisions of this Article shall not apply to a registered sex offender, sex offender, and/or sexual predator under the following circumstances:

- A. If the registered sex offender, sex offender, and/or sexual predator has established a residence or domicile before the effective date of this local law on property whose closest lot line is within one-quarter mile (1,320 feet) of property used as a school, child daycare center or day camp.
- B. If the registered sex offender, sex offender, and/or sexual predator has established a residence or domicile before the effective date of this local law on property whose closest lot line is within one-quarter mile (1,320 feet) of property used as a park, beach or playground.
- C. Hotels, motels and boarding houses shall be exempt from the provisions specified in section §111-3.A.(2) provided that the owner/manager notifies all other guests at their property, in writing, daily that a registered sex offender, sex offender, and/or sexual predator is living on the premises. A copy of all notices shall be maintained on the premises and shall be presented to the Division of Code Enforcement upon demand within twenty-four hours of said demand.

§111-5. Filing of a map.

The Division of Code Enforcement shall file a map with the Riverhead Town Clerk showing the areas prohibited by this Article where registered sex offenders, sex offenders, and/or sexual predators cannot establish a residence or be domiciled, except as exempted in this Article. Amendment to the map shall be filed with the Riverhead Town Clerk within ten days

§111-6. Notice.

- A. A registered sex offender, sex offender and or sexual predator who resides or is domiciled within an area prohibited by this Article shall be notified in writing upon a form acceptable to the Town Attorney by the Division of Code Enforcement. This form shall be mailed to the registered sex offender, sex offender and/or sexual predator by the

Division of Code Enforcement by certified or registered mail return receipt requested and by regular mail or personally served.

- B. After receipt of said notice, the registered sex offender, sex offender and/or sexual predator shall:
1. have thirty (30) days to permanently discontinue the occupancy of said residence and/or domicile; and
 2. shall immediately notify the Division of Code Enforcement in writing when he/she has permanently relocated from the previous address.

§111-7. Enforcement; penalties for offenses.

A. In the event the registered sex offender, sex offender and/or sexual predator fails, refuses and/or neglects to relocate or otherwise does not cease using the location as his/her place of residence or domicile, upon expiration of the written notice, then he/she shall be deemed to have committed an offense against the provisions of this chapter, and shall be liable for such violation and the penalty therefore, and shall upon conviction thereof, be subject to a fine of Two Thousand Five Hundred (\$2,500) Dollars per offense. Each week, or part thereof, such violation continues following notification by the Town shall constitute a separate offense, punishable in like manner.

B. A property owner, managing agent, house manager, corporation, or person in charge of property who violates the provisions of §111-3, shall be deemed to have committed an offense against this Chapter, and shall upon conviction thereof be subject to a fine or penalty of Two Thousand Five Hundred (\$2,500) Dollars for a conviction of a first offense; upon the occurrence of a second or subsequent offense, the property owner or person in charge of property shall be deemed to have committed a misdemeanor and upon conviction thereof shall be subject to a fine or penalty of Two Thousand Five Hundred (\$2,500) Dollars or imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each week, or part thereof, such violation continues following notification by the Town shall constitute a separate offense punishable in like manner.

§111-8. Severability.

The provisions of this article are hereby declared to be severable. If any provision, clause, sentence, paragraph of this article or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this article.

- Underline represents addition(s)

Dated: Riverhead, New York
February 17, 2010

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 137

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 108 ENTITLED, "ZONING" OF
THE RIVERHEAD TOWN CODE
(Industrial C (IC) Zoning Use District – Uses.)**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the February 25, 2010 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio ABSENT Gabrielsen ABSENT
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at the Riley Avenue Elementary School, 374 Riley Avenue, Calverton, New York on the 16th day of March, 2010 at 7:20 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

**Chapter 108
Zoning**

**ARTICLE LI
Industrial C (IC) Zoning Use District**

§ 108-278. Uses.

In the IC 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:

A. Permitted uses:

(12) Manufacturing (indoor).

D. Prohibited uses:

~~(3) Outdoor storage, except as accessory to the specifically permitted use set forth in § 108-278B(3) of this article.~~

(3) Outdoor storage:

a) except as accessory to the specially permitted use set forth in § 108-278B(3) of this article.

b) except as accessory to the principal use set forth in 108-278(A)(12) provided same is screened from view as required by 108-64.1.

(4) Manufacturing uses prohibited in §108-274(A)(6) of this Chapter.

(4)(5) Indoor theater.

(5)(6) Residential uses.

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

Dated: Riverhead, New York
February 17, 2010

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

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 138

**RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE
A STIPULATION WITH RIVERHEAD ENTERPRISES**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead entered into a lease agreement with Riverhead Enterprises for the Town's use and occupancy of property located at 540 East Main Street, Building #2, Riverhead, New York 11901; and

WHEREAS, differences arose between the parties upon termination of said lease agreement; and

WHEREAS, the parties have come to an agreement in order to settle their differences in an amicable manner;

NOW THEREFORE BE IT RESOLVED, that the Supervisor is authorized to execute a Stipulation resolving the dispute between the Town of Riverhead and Riverhead Enterprises in substantially the same form as annexed hereto; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this Resolution to Riverhead Enterprises, 375 Sunrise Highway, Suite 7, Lynbrook, New York 11563; and be it further

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

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio **ABSENT** Gabrielsen **ABSENT**
Walter Yes No

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

STIPULATION

This Stipulation made this ___ day of February, 2010, between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York 11901 and Riverhead Enterprises, 375 Sunrise Highway, Suite 7, Lynbrook, New York 11563;

WHEREAS, the Town of Riverhead entered into a lease agreement with Riverhead Enterprises for the Town's use and occupancy of property located at 540 East Main Street, Building #2, Riverhead, New York 11901, commencing November 1, 2005 and ending October 31, 2009; and

WHEREAS, differences arose between the parties upon termination of said lease agreement; and

WHEREAS, the parties to said lease agreement wish to settle their differences in an amicable manner;

NOW, THEREFORE, IT IS STIPULATED AND AGREED, by and between the Town of Riverhead and Riverhead Enterprises, that the parties to this Stipulation hereby waive all rights and future claims relating to the lease agreement between Riverhead Enterprises and the Town of Riverhead for the use and occupancy of property located at 540 East Main Street, Building #2, Riverhead, New York 11901 by the Town of Riverhead; and it is further

STIPULATED AND AGREED that upon the signing of this Stipulation, Riverhead Enterprises will remit the sum of \$6,608.66 to the Town of Riverhead. The sum of \$6,608.88 represents the Town of Riverhead's security deposit in the amount of \$11,608.66 less \$5,000.00 for costs related to restoration and repair of the leased premises and reimbursement for expenses related to the exterior of the leased premises.

Riverhead Enterprises

Town of Riverhead

By: Sheldon Gordon, _____
(Title)

By: Sean M. Walter, Supervisor _____

TOWN OF RIVERHEAD

Resolution # 139

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLUTION # _____ ABSTRACT #10-08 February 11, 2010 (TBM 02/16/10)			
offered the following Resolution which was seconded by _____			
FUND NAME		2/11/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1	1,219,201.79	1,219,201.79
TEEN CENTER FUND	5	146.90	146.90
RECREATION PROGRAM FUND	6	4,018.00	4,018.00
NUTRITION SITE COUNCIL FUND	7	298.00	298.00
CHILD CARE CENTER BUILDING FUN	9	50.16	50.16
ECONOMIC DEVELOPMENT ZONE FUND	30	4,349.73	4,349.73
HIGHWAY FUND	111	145,626.88	145,626.88
WATER DISTRICT	112	89,597.92	89,597.92
RIVERHEAD SEWER DISTRICT	114	99,670.03	99,670.03
REFUSE & GARBAGE COLLECTION DI	115	11,645.80	11,645.80
STREET LIGHTING DISTRICT	116	56,667.04	56,667.04
PUBLIC PARKING DISTRICT	117	4,772.90	4,772.90
BUSINESS IMPROVEMENT DISTRICT	118	63.50	63.50
AMBULANCE DISTRICT	120	2,648.10	2,648.10
EAST CREEK DOCKING FACILITY FU	122	748.52	748.52
CALVERTON SEWER DISTRICT	124	9,308.84	9,308.84
RIVERHEAD SCAVANGER WASTE DIST	128	48,952.77	48,952.77
WORKERS' COMPENSATION FUND	173	19,613.61	19,613.61
CDBG CONSORTIUM ACOUNT	181	771.28	771.28
TOWN HALL CAPITAL PROJECTS	406	7,877.08	7,877.08
TRUST & AGENCY	735	1,525,791.57	1,525,791.57
CALVERTON PARK - C.D.A.	914	25.09	25.09
TOTAL ALL FUNDS		3,251,845.51	3,251,845.51

THE VOTE

Wooten Yes No Dunleavy Yes No
 Giglio ABSENT Gabrielsen ABSENT
 Walter Yes No

The Resolution Was Was Not
 Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 139

Councilman Wooten offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLUTION # _____ ABSTRACT #10-07 February 4, 2010 (TBM 02/16/10)				
_____ offered the following Resolution which was seconded by _____				
FUND NAME			2/4/10 CHECKRUN	GRAND TOTALS
GENERAL FUND	1		77,096.95	77,096.95
HIGHWAY FUND	111		96,600.10	96,600.10
WATER DISTRICT	112		15,716.25	15,716.25
RIVERHEAD SEWER DISTRICT	114		9,793.39	9,793.39
REFUSE & GARBAGE COLLECTION DIS	115		933.86	933.86
STREET LIGHTING DISTRICT	116		1,802.54	1,802.54
PUBLIC PARKING DISTRICT	117		65.90	65.90
AMBULANCE DISTRICT	120		2,714.31	2,714.31
CALVERTON SEWER DISTRICT	124		5,182.50	5,182.50
RIVERHEAD SCAVANGER WASTE DIST	128		2,052.54	2,052.54
WORKERS' COMPENSATION FUND	173		14,294.53	14,294.53
TOWN HALL CAPITAL PROJECTS	406		32,109.05	32,109.05
YOUTH SERVICES CAP PROJECT	452		13.20	13.20
TRUST & AGENCY	735		222,443.13	222,443.13
TOTAL ALL FUNDS			480,818.25	480,818.25

THE VOTE

Wooten Yes No Dunleavy Yes No
 Giglio ABSENT Gabrielsen ABSENT
 Walter Yes No

The Resolution Was Was Not
 Thereupon Duly Declared Adopted