

TOWN CLERK

**TOWN BOARD MEETING
AGENDA
March 21st, 2000**

ROBERT F. KOZAKIEWICZ, Supervisor

**Edward Densieski, Councilman
Philip Cardinale, Councilman**

**Christopher Kent, Councilman
James Lull, Councilman**

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

ELECTED OFFICIALS

**Laverne Tennenberg
Madelyn Sendlewski
Paul Leszczynski
Mark Kwasna
Diane M. Stuke
Richard Ehlers
Henry Saxtein**

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

DEPARTMENT HEADS

**John J. Hansen
Leroy Barnes
Andrea Lohneiss
Ken Testa
Richard Hanley
Chief Joseph Grattan
Jane Vanden Thoorn
Judy Doll
John Reeve
Michael Reichel
Gary Pendzick**

**Accounting Department
Building Department
Community Development
Engineering Department
Planning Department
Police Department
Recreation Department
Seniors' Programs
Sanitation Department
Sewer District
Water Department**

Call to Order and Salute to the Flag

Approves Minutes of Town Board Meeting of March 8th 2000,
moved by Councilperson Bent, seconded
by Councilperson Sull.

REPORTS

Receiver of Taxes: Total collections to date: \$34,934,478.45
Police Department: Monthly report for February, 2000
Sewer Department: Discharge Monitoring Report for February, 2000

BID REPORTS: Roof Replacement Highway-Opened: 3/10/00
One Bid Was Received

Roof Services
Bay Shore, NY

Bid Price: \$170,000.00

Chemical Bids-Opened: 3/10/00
Two Bids were received
One Bid received late

Captree Chemical
Amityville, NY

Bid Price: \$3.39 per 50lb bag

JCI Jones Chemical
Merrimack, NH

No Bid

L.I. Cauliflower Assoc.

Bid received late

Culvert Replacement, Peconic Bay Blvd. Jamesport
Opened: 3/14/200 @ 11:00 a.m.
Four Bids Were Received

L.L.L. Industries, Inc.
Chesterfield Associates, Inc.
Grimes Contracting Co. Inc.
Bove Industries Inc.

Bid Price: \$136,582.00
Bid Price: \$141,290.00
Bid Price: \$152,488.05
Bid Price: \$198,334.00

APPLICATIONS

Change of Zone: Mid Road Properties, LLC-Middle Road, Riverhead
To provide Senior Housing

CORRESPONDENCE

Greater Calverton Civic Assoc. Opposition to the Airport at Grumman Site.

Richard Olivo: Re: Extension of a Lateral Water Main for proposed 9
Lot Subdivision known as Tall Tree Acres, Wading River

COMMITTEE REPORT

PUBLIC HEARINGS

March 21st. 2000 at 2:00 P.M.

- 2:05 p.m. Special Permit Petition from Al & Carol Hubbard for the operation of a bed and breakfast facility located at Main Road, Aquebogue.
- 2:10 p.m. The consideration of an amendment to Article XIII, Chapter 108, Section 108-60, Paragraph G. of the Riverhead Town Code.
- 2:15 p.m. The increase and improvement of the Riverhead Sewer District, specifically the acquisition of eight-inch sewer lateral main and manholes.
- 2:20 p.m. The consideration of an amendment to Article XXXV of the Riverhead Zoning Ordinance to provide for an area with the Wading River Hamlet to be designated as Pine Barrens Receiving Areas as Established by Article XXXV, Section 180 of the Zoning Ordinance.

PUBLIC COMMENT ON ANY RESOLUTIONS LISTED BELOW:

Riverhead Development Corporation:

#1 Election of Directors

Riverhead Community Development Agency:

#5 Authorizes Chairman to Execute License Agreement with Knoll, Inc.

#6 Authorizes Chairman to Execute License Agreement with Top 20 Lacrosse Camps

~~**#7** Request RDC Directors to Terminate Brokerage Contract with Grubb & Ellis~~

~~**#8**~~ **#7** Authorizes Chairman to Execute License Agreement

Regular Town Board Meeting:

#240 Ratifies Attendance at Conference

#241 Authorizes Attendance of Two Police Officers at the Marine Law Enforcement Training Course

#242 Authorizes Attendance of an Officer at F.B.I. Seminar

#243 Authorizes Attendance of an Officer at an Executive Management Conference

#244 Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for Part Time Clerk Typist for the Sewer/Scavenger Waste Department

#245 Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for Part Time Homemaker for the Nutrition Department

#246 Authorizes Supervisor to Execute Budget Transfer

#247 Water District Budget Adjustments

#248 Police Athletic League Storage Building Capital Project Budget Adjustment

- #249** Peconic Bay Blvd. Culvert Replacement Capital Project Budget Adoption
- #250** Local Street & Highway Capital Project Budget Adjustment
- #251** '98 Recreation Capital Improvement Project Budget Adjustment
- #252** Showmobile Capital Project Budget Adoption
- #253** Engineering Budget Adjustment
- #254** General Fund Budget Adjustment
- #255** Joint Scavenger Waste District Budget Adjustment
- #256** Appoints Engineering Consultants
- #257** Appoints Recreation Aide to the Riverhead Recreation Department
- #258** Appoints a Recreation Aide to the Riverhead Recreation Department
- #259** Ratifies Membership- East End Transportation Council
- #260** Awards Bid for Culvert Replacement, Peconic Bay Boulevard, Jamesport
- #261** Awards Bid for Mobile Staging Unit (Showmobile)
- #262** Reject and Rebid the Highway Maintenance Facility Roof Replacement
- #263** Authorization to Rescind and Rebid for Snack Vendors
- #264** Authorizing Waiver of Fees for Affordable Housing Project
- #265** Rescinds Resolution #30 of 2000 and Re-Approves Site Plan of Jenny Joe Realty Corp.
- #266** Approves Site Plan of James Hise- Temporary Greenhouses
- #267** Approves Site Plan of Somvilal Vongphachanh
- #268** Approves Site Plan of Wal-Mart

- #269** Approves Temporary Sign Permit of Utopia Home Care
- #270** Authorizes the Supervisor to Execute Quit Claim Deed in Connection with the "Warsaw Park" Subdivision
- #271** Authorizes Supervisor to Execute Agreement for the Attached Stipulations
- #272** Accept the Conclusions and Recommendations of the Route 58 Committee Appointed by the Town Board Under Resolution #47-99 and #235-99
- #273** Sets Salaries for Summer Personnel for 2000 for the Recreation Department
- #274** Authorizes the Law Firm of Smith, Finkelstein, Lundberg, Isler & Yakoboski, LLP as Special Counsel in Connection with the Lawsuit Entitled, "Eileen Miller et al. v. Robert Kozakiewicz, Supervisor, et. al."
- #275** Authorizes the Law Firm of Smith, Finkelstein, Lundberg, Isler & Yakoboski, LLP as Special Counsel in Connection with the Lawsuit Entitled, "New York SMSA Limited Partnership d.b.a. Bell Atlantic V. Town of Riverhead et al."
- #276** Adopts a Local Law Amending Chapter 108 Entitled, "Zoning" of the Riverhead Town Code
- #277** Order Establishing Lateral Water Main Stoll Associates at Riverhead Water District
- #278** Pays Bills
- #279** Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for a Recreation Program Coordinator for the Recreation Department

Adopted

Resolution # 1

Election of Directors

Member **COUNCILMAN LULL** offered the following resolution,

which was seconded by Member **COUNCILMAN DENSIESKI**:

WHEREAS, the RDC was established for the purpose of marketing and managing the Calverton Enterprise Park on behalf of the Community Development Agency, designated on owner of said property pursuant to Public Law 103-c337; and

WHEREAS, the Riverhead Town Board, as it shall be comprised from time to time, serves as the members of the Corporation; and

WHEREAS, pursuant to the Bylaws of the RDC the Directors shall be elected by the Members of the RDC at its annual meeting; and

WHEREAS, the annual meeting of the RDC Members was convened on February 24, 2000 for the purpose of election of Directors; and

WHEREAS, the RDC Directors have presented a slate of Directors for reelection to the Class of 2003, to include Thomas Kohlmann and Mitchell Pally.

WHEREAS, there are vacant Director positions to both the Class of 2002 (at-large Director) and 2003 (Riverhead resident Director).

THEREFORE, BE IT RESOLVED, that the RDC Members hereby elect Thomas Kohlmann, Mitchell Pally and Monique Gablenz to the Board of Directors of the RDC for a term to begin immediately and ending at the Annual Meeting of the Members in 2003.

BE IT FURTHER RESOLVED, John Talmage is hereby elected to the Board of Directors of the RDC for a term to begin immediately and ending at the Annual Meeting of the Members in 2002.

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Director Andrea Lohneiss.

The Vote:

- Member Densieski
- Member Cardinale
- Member Kent
- Member Lull
- Chairman Kozakiewicz

Yes
 Yes
 No
 Yes
 Yes

Barbara Lutton
 Town Clerk

3/21/00

Town of Riverhead Community Development Agency

Resolution # 5

Authorizes Chairman to Execute License Agreement with Knoll Inc.

Member COUNCILMAN KENT offered the following resolution,

which was seconded by Member COUNCILMAN DENSIESKI

WHEREAS, Knoll Inc. has requested to film a commercial involving a portion of the runway area at the Calverton Site on March 31 (April 7 rain date); and

WHEREAS, the Town of Riverhead will receive rental income in the amount of \$1,250 for one day's use.

THEREFORE, BE IT RESOLVED, that the CDA hereby authorizes the Chairman to execute a license agreement in the form attached hereto with Knoll Inc., subject to the provision of an insurance certificate demonstrating coverages acceptable to the Town Attorney.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss, Town Attorney Dawn Thomas and Frank Palmieri, Grubb & Ellis.

The Vote:

- Member Densieski Yes
- Member Cardinale Yes
- Member Kent Yes
- Member Lull Yes
- Chairman Kozakiewicz Yes

LICENSE

LICENSE ("License"), made as of the 21st day of March 2000, by and between **THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY**, having an address at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss ("Licensor"), and **KNOLL INC.**, a corporation having an address at 105 Wooster Street, NY, NY 10012, Attention: Heesun Choi ("Licensee").

W I T N E S S E T H:

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license from Licensor, the right to use a portion of the runway area at the Calverton Site on March 31, 2000 (April 7 rain date) (the "License Premises") located at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"), upon all of the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves, their successors and assigns, hereby agree as follows:

1. **LICENSING**. Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby Licenses from Licensor, the right to use the License Premises.

2. **TERM OF LICENSE**. The term of this License (the "Term") shall commence on March 31, 2000 (April 7 rain date) (the "License Commencement Date") and shall end on March 31, 2000, (April 7 rain date) (the "Expiration Date") or on such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and shall not be construed to be, a lease or a sublease and nothing contained in this License shall be construed as granting to Licensee any interest or right as tenant or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.

3. **CONDITION OF LICENSE PREMISES**. Licensee agrees to accept the License Premises "as is," and Licensor shall have no obligation to perform any work or repairs on behalf of Licensee. Licensee acknowledges that no representations with respect to the condition of the License Premises, or with respect to any improvements or fixtures thereon or attached thereto, have been made to it.

4. **LICENSE FEE**. Simultaneously with the execution hereof, Licensee shall pay to Licensor a fee in the amount of \$1,250.00 (the "Fee").

Licensee covenants and agrees that (i) in no event shall Licensee permit any motor vehicle to (1) enter the Calverton Site other than through the Access Point (as defined below) or

(2) park anywhere other than the Parking Area and (ii) a representative of Licensee shall be present at the Access Point at all times during the Event. Licensee further covenants and agrees not to permit any person that is not in a motor vehicle to enter the Calverton Site.

5. **PAYMENT.** The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check made payable to the order of The Town of Riverhead Community Development Agency and delivered to Andrea Lohneiss at the address provided for Licensor in the preamble to this License, without notice or demand therefor (except to the extent otherwise expressly provided herein) and without any deduction, credit, set-off, counterclaim or abatement whatsoever. In every case in which Licensee is required to pay to Licensor a sum of money and said sum (or any portion thereof) is not paid when due, interest at an annual rate of 12% shall be payable on such sum (or so much thereof as shall be unpaid) from the date said sum becomes due until the date the unpaid amount is paid.

6. **USE; COVENANTS.** (a) Licensee shall use the License Premises only for rehearsing for the purpose of filming a commercial on March 31, 2000 ((April 7 rain date), to prepare the License Premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License.

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensor. Upon revocation or surrender of this License, to the extent directed by Licensor, Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the Event and shall make such restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types and amounts of insurance evidenced by the certificates attached hereto as Exhibit A. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor and Grubb & Ellis Management Services, Inc. as additional insureds. In the event that any item or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 6, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that (i) at all times during the Term, adequate private security shall be present at the Calverton Site to protect persons and property at the Calverton Site, (ii) only the gate at the south end of the Calverton Site (the "Access Point") shall be used for access, (iii) Licensee shall prohibit any person from smoking, or carrying, using or drinking any alcoholic beverage or illegal substance, at the Calverton Site and adequate signage stating

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that smoking and carrying, using or drinking alcoholic beverages or illegal substances is prohibited at the Calverton Site shall be posted at the Access Point and (iv) Licensee shall provide ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

7. **ASSIGNMENT AND LICENSING.** Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

8. **LICENSOR'S REMEDIES.** (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) Licensor may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.

(b) Except as provided in Paragraph 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensor shall be limited to an action at law for damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensor an amount equal to \$1,500 per diem for each day of the holdover term and (ii) Licensor shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License Premises, change the locks on the License Premises, deny Licensee access to the License Premises and take possession of or dispose of any property at the License Premises, all at the cost and expense of Licensee. Except as provided in Paragraph 2, in no event shall Licensor have the right to enjoin the development, production, distribution or exploitation of the commercial hereunder.

9. **INDEMNITY.** (a) Licensee shall indemnify and hold Licensor harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the

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Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.

(b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licensor's gross negligence or willful misconduct.

10. **BROKERS.** Licensee represents that it has not dealt with any broker or finder with respect to this License. Licensee agrees to indemnify and hold Licensor harmless from and against any and all loss, liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licensor may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licensor as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.

11. **NOTICES.** Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at 105 Wooster Street, NY, NY 10012, Attention: Heesun Choi, and if such notice is directed to Licensor, it shall be addressed to Licensor at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licensor or Licensee shall designate.

12. **HAZARDOUS SUBSTANCES.** (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in events such as the Event and (y) used, stored, transported, and disposed of in strict compliance with applicable law). As used herein, the term "Hazardous Substances" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any materials containing asbestos, or any other hazardous or toxic substance or material as defined by any Federal, State or local environmental law, rule or regulation, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, the Toxic Substances Control Act, as amended from time to time, the Hazardous Materials Transportation Act, as amended from time to time, and the regulations adopted and the publications promulgated pursuant to each of the foregoing.

(b) Indemnification. Licensee shall indemnify and hold harmless Licensor from and against any and all liabilities, damages, claims, losses, penalties, judgments, causes of action, costs and expenses (including, without limitation, court costs and the reasonable fees and expenses of counsel) which may be incurred by Licensor directly arising out of any breach by Licensee of the obligations imposed upon it under this Section 12. The foregoing indemnity shall survive the expiration or sooner termination of this License.

13. **MISCELLANEOUS.** (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this License, which alone fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally or in any manner other than by a writing signed by the party against whom enforcement of the change or termination is sought.

(b) Successors and Assigns. This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The term "Licensor," as used in this License, shall mean only the owner from time to time of the License Premises, so that in the event of any transfer or assignment of the License Premises, the transferor or assignor shall be and hereby is entirely freed and relieved of all covenants, obligations and liability of Licensor under this License, and it shall be deemed, without further agreement, that the transferee or assignee has assumed and agreed to perform and observe all obligations of Licensor under this License during the period that such transferee or assignee is the owner of the interest of License Premises.

(c) Licensee represents that this License has been duly authorized, executed and delivered by Licensee and is enforceable against Licensee in accordance with its terms.

(d) Licensee shall own all rights of every kind associated with the commercial filmed hereunder and any and all photography and/or recordings made hereunder, including the right to utilize the same in connection with the commercial and in connection with any other productions, in any manner whatsoever, whether now known or hereafter devised in perpetuity and throughout the universe.

(e) Neither Licensor nor any tenant, nor other party now or hereafter having an interest in the Calverton Site, shall have any right of action based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights herein granted. Notwithstanding the foregoing, Licensee shall not use the name "Calverton" or "Riverhead", or any signage containing such names, and shall not use the names, pictures, or likenesses of any officials or employees of the Town of Riverhead in connection with or production of the commercial hereunder without the prior consent of Licensor, which consent shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

LICENSOR:

THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

By: _____
Name:
Title:

LICENSEE:

KNOLL INC.

By: _____
Name:
Title:

3/21/00

Adopted

Town of Riverhead Community Development Agency

Resolution # 6

Authorizes Chairman to Execute License Agreement with Top 20 Lacrosse Camps

Member Densieski offered the following resolution,

which was seconded by Member Lull:

WHEREAS, Top 20 Lacrosse Camps has requested use of a portion of the Calverton Enterprise Park, as indicated on Schedule A, from April 24 through April 27 to conduct low-cost lacrosse camps for youths; and

WHEREAS, the Town of Riverhead will receive rental income in the amount of \$200.

THEREFORE, BE IT RESOLVED, that CDA hereby authorizes the Chairman to execute a license agreement in the form attached hereto with Top 20 Lacrosse Camps, subject to the provision of an insurance certificate demonstrating coverages acceptable to the Town Attorney.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss, Town Attorney Dawn Thomas and Frank Palmieri, Grubb & Ellis.

The Vote: COUNCILMAN KENT OFFERED THE RESOLUTION TO BE AMENDED, WHICH WAS SECONDED BY COUNCILMAN DENSIESKI.

Member Densieski	<u>YES</u>	
Member Cardinale	<u>YES</u>	
Member Kent	<u>YES</u>	
Member Lull	<u>YES</u>	The Resolution is ADOPTED.
Chairman Kozakiewicz	<u>YES</u>	

State of New York)
County of Suffolk) ss:
Town of Riverhead

THIS IS TO CERTIFY that I, the undersigned, Secretary/Treasurer of the Riverhead Community Development Agency, Town of Riverhead, County of Suffolk, have compared the foregoing copy with the original now on file in this office and which was duly filed on the 24th day of March 2000, and that the same is a true and correct transcript of said and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the said Riverhead Community Development Agency, this 24th day of March 2000.

Andrea Lohneiss
Secretary/Treasurer of the Community Development Agency

LICENSE

LICENSE ("License"), made as of the ___ day of March 2000, by and between **THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY**, having an address at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss ("Licensor"), and **Top 20 Lacrosse Camps**, a corporation having an address at PO Box 575, Wading River, NY 11792, Attention: Thomas Rotanz, Director ("Licensee").

WITNESSETH:

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license from Licensor, the right to use a portion of the former picnic grounds at the Calverton Site from April 24, 2000 through April 27, 2000 (the "License Premises") located at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"), upon all of the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves, their successors and assigns, hereby agree as follows:

1. **LICENSING**. Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby Licenses from Licensor, the right to use the License Premises.

2. **TERM OF LICENSE**. The term of this License (the "Term") shall commence on April 24, 2000 (the "License Commencement Date") and shall end on April 27 (the "Expiration Date") or on such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and shall not be construed to be, a lease or a sublease and nothing contained in this License shall be construed as granting to Licensee any interest or right as tenant or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.

3. **CONDITION OF LICENSE PREMISES**. Licensee agrees to accept the License Premises "as is," and Licensor shall have no obligation to perform any work or repairs on behalf of Licensee. Licensee acknowledges that no representations with respect to the

condition of the License Premises, or with respect to any improvements or fixtures thereon or attached thereto, have been made to it. Licensee shall provide at its own expense portable bathrooms at or near the License Premises for use during the Term. Further Licensee shall be responsible for leveling and/or mowing of the grounds. Both during and upon completion of the lacrosse camps Licensee shall be responsible for removal of trash generated during said event.

4. **LICENSE FEE.** Simultaneously with the execution hereof, Licensee shall pay to Licensor a fee in the amount of \$200.00 (the "Fee).

Licensee covenants and agrees that (i) in no event shall Licensee permit any motor vehicle to (1) enter the Calverton Site other than through the Access Point (as defined below) or (2) park anywhere other than the Parking Area and (ii) a representative of Licensee shall be present at the Access Point at all times during the Event. Licensee further covenants and agrees not to permit any person that is not in a motor vehicle to enter the Calverton Site.

5. **PAYMENT.** The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check made payable to the order of The Town of Riverhead Community Development Agency and delivered to Andrea Lohneiss at the address provided for Licensor in the preamble to this License, without notice or demand therefor (except to the extent otherwise expressly provided herein) and without any deduction, credit, set-off, counterclaim or abatement whatsoever. In every case in which Licensee is required to pay to Licensor a sum of money and said sum (or any portion thereof) is not paid when due, interest at an annual rate of 12% shall be payable on such sum (or so much thereof as shall be unpaid) from the date said sum becomes due until the date the unpaid amount is paid.

6. **USE; COVENANTS.** (a) Licensee shall use the License Premises only for the purpose of conducting youth lacrosse camps from April 24 through April 27, to prepare the License Premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License.

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensor. Upon revocation or surrender of this License, to the extent directed by Licensor, Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the Event and shall make such restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types and amounts of insurance evidenced by the certificates attached hereto as Exhibit A. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor and Grubb & Ellis Management Services, Inc. as additional insureds. In the event that

any item or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 6, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that (i) at all times during the Term, adequate private supervision shall be present at the Calverton Site to protect persons and property at the Calverton Site, (ii) only the gate at the north end of the Calverton Site (the "Access Point") shall be used for access, (iii) Licensee shall prohibit any person from smoking, or carrying, using or drinking any alcoholic beverage or illegal substance, at the Calverton Site, (iv) Licensee shall provide supervision at the access point and for keep participants in the designated area and (v) Licensee shall provide ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

7. **ASSIGNMENT AND LICENSING.** Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

8. **LICENSOR'S REMEDIES.** (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) Licensor may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.

(b) Except as provided in Paragraph 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensor shall be limited to an action at law for

damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensor an amount equal to \$250 per diem for each day of the holdover term and (ii) Licensor shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License Premises, change the locks on the License Premises, deny Licensee access to the License Premises and take possession of or dispose of any property at the License Premises, all at the cost and expense of Licensee. Except as provided in Paragraph 2, in no event shall Licensor have the right to enjoin the development, production, distribution or exploitation of the event hereunder.

9. **INDEMNITY.** (a) Licensee shall indemnify and hold Licensor harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.

(b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licensor's gross negligence or willful misconduct.

(c) This indemnification on the part of the Licensee shall include the Town of Riverhead, the Town of Riverhead Community Development Agency, Grubb & Ellis and all and any of its agents.

10. **BROKERS.** Licensee represents that it has not dealt with any broker or finder with respect to this License. Licensee agrees to indemnify and hold Licensor harmless from and against any and all loss, liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licensor may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licensor as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.

11. **NOTICES.** Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at PO Box 575, Wading River, NY 11792, Attention: Thomas Rotanz, and if such notice is directed to Licensor, it shall be addressed to Licensor at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licensor or Licensee shall designate.

12. **HAZARDOUS SUBSTANCES.** (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in events such as the Event and (y) used, stored, transported, and disposed of in

strict compliance with applicable law). As used herein, the term "Hazardous Substances" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any materials containing asbestos, or any other hazardous or toxic substance or material as defined by any Federal, State or local environmental law, rule or regulation, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, the Toxic Substances Control Act, as amended from time to time, the Hazardous Materials Transportation Act, as amended from time to time, and the regulations adopted and the publications promulgated pursuant to each of the foregoing.

(b) Indemnification. Licensee shall indemnify and hold harmless Licensor from and against any and all liabilities, damages, claims, losses, penalties, judgments, causes of action, costs and expenses (including, without limitation, court costs and the reasonable fees and expenses of counsel) which may be incurred by Licensor directly arising out of any breach by Licensee of the obligations imposed upon it under this Section 12. The foregoing indemnity shall survive the expiration or sooner termination of this License.

13. MISCELLANEOUS. (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this License, which alone fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally or in any manner other than by a writing signed by the party against whom enforcement of the change or termination is sought.

(b) Successors and Assigns. This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The term "Licensor," as used in this License, shall mean only the owner from time to time of the License Premises, so that in the event of any transfer or assignment of the License Premises, the transferor or assignor shall be and hereby is entirely freed and relieved of all covenants, obligations and liability of Licensor under this License, and it shall be deemed, without further agreement, that the transferee or assignee has assumed and agreed to perform and observe all obligations of Licensor under this License during the period that such transferee or assignee is the owner of the interest of License Premises.

(c) Licensee represents that this License has been duly authorized, executed and delivered by Licensee and is enforceable against Licensee in accordance with its terms.

(d) Licensee shall own all rights of every kind associated with the lacrosse camps conducted hereunder and any and all photography and/or recordings made hereunder, including the right to utilize the same in connection with the lacrosse camps and in connection with any other productions, in any manner whatsoever, whether now known or hereafter devised in perpetuity and throughout the universe.

(e) Neither Licensor nor any tenant, nor other party now or hereafter having an interest in the Calverton Site, shall have any right of action based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights

lacrosse

herein granted. Notwithstanding the foregoing, Licensee shall not use the name "Calverton" or "Riverhead", or any signage containing such names, and shall not use the names, pictures, or likenesses of any officials or employees of the Town of Riverhead in connection with or conducting of the lacrosse camps hereunder without the prior consent of Licensor, which consent shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

LICENSOR:

**THE TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY**

By: _____

Name:

Title:

LICENSEE:

Top 20 Lacrosse Camps

By: _____

Name:

Title:

Town of Riverhead Community Development Agency

Resolution # 7

Adopted

Authorizes Chairman to Execute License Agreement

Member Cardinale offered the following resolution,

which was seconded by Member Kent:

WHEREAS, on October 19, 1999, upon the request of contract vendee, Calverton Camelot LLC., the CDA approved a license agreement for Michael Reilly Design for use of Building 06-04 at the Calverton site beginning November 1, 1999 for up to six months; and

WHEREAS, Calverton Camelot LLC. has requested a license agreement on behalf of Michael Reilly Design for 5,400 square feet of Building 06-13 beginning April 1, 2000 for up to six months; and

WHEREAS, the Town Board desires to encourage additional jobs and revenue to the Town pending closing on the property by the Buyer; and

WHEREAS, this Town Board has balanced such interests and hereby makes the following findings:

1. The proposed license agreements are of short duration;
2. That proposed uses under the license agreements are consistent with the objectives of the Town's Zoning Ordinance;
3. There is a clear mutuality of purpose and goals in this action being that the same elected representatives serve as members of the CDA and the Town Board; and

WHEREAS, the CDA will realize net income of \$2,250 per month for 5,400 square feet of Building 06-13 during the license period.

THEREFORE, BE IT RESOLVED, that the CDA hereby authorizes the Chairman to execute the license agreement substantially in the form attached hereto.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss.

The Vote:

Member Densieski	<u>No</u>
Member Cardinale	<u>Yes</u>
Member Kent	<u>Yes</u>
Member Lull	<u>Yes</u>
Chairman Kozakiewicz	<u>Yes</u>

LICENSE

LICENSE ("License"), made as of the ____ day of March, 2000, by and between THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, having an address at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss ("Licensor"), and MICHAEL REILLY DESIGN, a corporation having an address at P.O. Box 251, Bridgehampton, New York Attention: Michael Reilly ("Licensee"):

W I T N E S S E T H:

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license from Licensor, the right to use approximately 5,400 square feet in building #06-13 (the "License Premises") located at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"), upon all of the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves, their successors and assigns, hereby agree as follows:

1. LICENSING. Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby Licenses from Licensor, the right to use the License Premises.

2. TERM OF LICENSE. The term of this License (the "Term") shall commence on April 1, 2000 (the "License Commencement Date") and shall end on the earlier of (a) October 1, 2000 and (b) the date on which the closing shall occur under that certain Agreement of Sale dated as of June 15, 1999 between Licensor and Calverton/Camelot LLC (in either case, the "Expiration Date") or on such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of in any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and shall not be construed to be, a lease or a sublease and nothing contained in this License

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shall be construed as granting to Licensee any interest or right as tenant or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.

3. CONDITION OF LICENSE PREMISES. Licensee agrees to accept the License Premises "as is," and Licensor shall have no obligation to perform any work or repairs on behalf of Licensee. Licensee acknowledges that no representations with respect to the condition of the License Premises, or with respect to any improvements or fixtures thereon or attached thereto, have been made to it. Licensee shall be responsible for all start-up costs and expenses and for all costs and expenses associated with the operation of the License Premises, including without limitation, utility usage costs.

4. SECURITY DEPOSIT. Licensee shall deposit with Licensor on the date hereof an amount equal to \$2,250 as security for the faithful performance and observance by Licensee of the terms, conditions and provisions of this License. If a default shall occur and be continuing hereunder, Licensor may apply or retain the whole or any part of the security so deposited to the extent necessary to cure such default. Upon termination of this License, Licensor shall return to Licensee such deposit, less any amounts to which Licensor is entitled pursuant to the terms hereof.

5. LICENSE FEE. Licensee shall pay to Licensor, in accordance with Section 6 hereof (a) on the date hereof an amount equal to \$6,750 and (b) on the first business day of each month commencing with July, 2000, an amount equal to \$2,250 (all of the amounts to be paid by Licensee hereunder, collectively, the "Fee"). In the event that the Term shall terminate on a day other than the last day of a calendar month or in the event that the Term shall terminate prior to June 30, 2000, Licensor and Licensee shall equitably prorate the amount of the Fee actually paid to Licensor for such period.

Licensee covenants and agrees that in no event shall Licensee permit any motor vehicle to (1) enter the Calverton Site other than through the Access Point (as defined below) or (2) park anywhere other than in the parking area depicted on Exhibit B attached here (the "Parking Area"). Licensee shall be solely responsible for keeping the Parking Area free and clear of debris and snow. Licensee further covenants and agrees not to permit any person that is not in a motor vehicle to enter the Calverton Site. Notwithstanding the foregoing, Licensee shall be permitted to admit pedestrians into the Calverton Site to the extent necessary to ensure the safety of such pedestrians.

6. PAYMENT. The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check made payable to the order of The Town of Riverhead Community Development Agency and delivered to Andrea Lohneiss at the address provided for Licensor in the preamble to

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this License, without notice or demand therefor (except to the extent otherwise expressly provided herein) and without any deduction, credit, set-off, counterclaim or abatement whatsoever. In every case in which Licensee is required to pay to Licensor a sum of money and said sum (or any portion thereof) is not paid when due, interest at an annual rate of 12% shall be payable on such sum (or so much thereof as shall be unpaid) from the date said sum becomes due until the date the unpaid amount is paid.

7. USE; COVENANTS. (a) Licensee shall use the License Premises only for the design and manufacturing of household and commercial woodworking (the "Uses"), to prepare the License Premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License.

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensor or in violation of any applicable building codes. Upon revocation or surrender of this License, to the extent directed by Licensor, Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the Uses and shall make such restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types and amounts of insurance evidenced by the certificates attached hereto as Exhibit A. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor and Grubbs Ellis Management Services, Inc. as additional insureds. In the event that any item or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 7, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that

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Licensee shall provide ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

(g) Licensor shall have the sole authority to determine what entity or entities shall provide the following services to the Calverton Site: any and all telecommunications products and services including but not limited to telephone, intellipath, ISDN, data circuits, satellite communications services, fiber, cable, electric and water. Licensee shall not install or contract for the installation of any of the foregoing services without the express written consent of Licensor.

7. ASSIGNMENT AND LICENSING. Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

8. LICENSOR'S REMEDIES. (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) Licensor may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.

(b) Except as provided in Section 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensor shall be limited to an action at law for damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensor an amount equal to .

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\$750 per diem for each day of the holdover term and (ii) Licensor shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License Premises, change the locks on the License Premises, deny Licensee access to the License Premises and take possession of or dispose of any property at the License Premises, all at the cost and expense of Licensee. Except as provided in Section 2, in no event shall Licensor have the right to enjoin Licensee's performance of the Uses.

9. INDEMNITY. (a) Licensee shall indemnify and hold Licensor harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.

(b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licensor's gross negligence or willful misconduct.

10. BROKERS. Licensee represents that it has not dealt with any broker or finder with respect to this License. Licensee agrees to indemnify and hold Licensor harmless from and against any and all loss, liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licensor may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licensor as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.

11. NOTICES. Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at P.O. Box 251, Bridgehampton, New York 11932 Attention: Michael Reilly, and if such notice is directed to Licensor, it shall be addressed to Licensor at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licensor or Licensee shall designate.

12. HAZARDOUS SUBSTANCES. (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat,

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dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in for uses such as the Uses and (y) used, stored, transported, and disposed of in strict compliance with applicable law). As used herein, the term "Hazardous Substances" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any materials containing asbestos, or any other hazardous or toxic substance or material as defined by any Federal, State or local environmental law, rule or regulation, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, the Toxic Substances Control Act, as amended from time to time, the Hazardous Materials Transportation Act, as amended from time to time, and the regulations adopted and the publications promulgated pursuant to each of the foregoing.

(b) In addition to the foregoing, (A) Licensee hereby agrees to comply at all times with and to cause the License Premises to be in compliance at all times with the Suffolk County Health Department Regulations and (B) Licensee shall file for a fire prevention permit and hazardous materials permit.

(c) Indemnification. Licensee shall indemnify and hold harmless Licensor from and against any and all liabilities, damages, claims, losses, penalties, judgments, causes of action, costs and expenses (including, without limitation, court costs and the reasonable fees and expenses of counsel) which may be incurred by Licensor directly arising out of any breach by Licensee of the obligations imposed upon it under this Section 12. The foregoing indemnity shall survive the expiration or sooner termination of this License.

13. CROSS-DEFAULT. To the extent that the Licensor and Licensee are parties to any other similar agreements, any default under such similar agreements shall be deemed to be a default under this License, and any default under this License shall be deemed to be a default under such similar agreements.

14. MISCELLANEOUS. (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this License, which alone fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally or in any manner other than by a writing signed by the party against whom enforcement of the change or termination is sought.

(b) Successors and Assigns. This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The term "Licensor," as used in this License, shall mean only the owner from time to time of the License Premises, so that in the event

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of any transfer or assignment of the License Premises, the transferor or assignor shall be and hereby is entirely freed and relieved of all covenants, obligations and liability of Licensor under this License, and it shall be deemed, without further agreement, that the transferee or assignee has assumed and agreed to perform and observe all obligations of Licensor under this License during the period that such transferee or assignee is the owner of the interest of License Premises.

(c) Licensee represents that this License has been duly authorized, executed and delivered by Licensee and is enforceable against Licensee in accordance with its terms.

(d) Neither Licensor nor any tenant, nor other party now or hereafter having an interest in the Calverton Site, shall have any right of action based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights herein granted. Notwithstanding the foregoing, Licensee shall not use the name "Calverton" or "Riverhead", or any signage containing such names, and shall not use the names, pictures, or likenesses of any officials or employees of the Town of Riverhead in connection with the Uses without the prior consent of Licensor, which consent shall not be unreasonably withheld or delayed.

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IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

LICENSOR:

THE TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY

By: _____

Name:

Title:

LICENSEE:

MICHAEL REILLY DESIGN

By: _____

Name:

Title:

3/21/00

Adopted

Town of Riverhead

Resolution # 240

Authorizes Attendance at Conference

COUNCILMAN DENSIESKI

offered the following resolution,

which was seconded by **COUNCILMAN LULL**:

WHEREAS, the Calverton EDZ was designated by Governor Pataki in June 1998; and

WHEREAS, the Town of Riverhead was required to hire a zone coordinator and said action was taken by the Town Board on October 20, 1998; and

WHEREAS, the New York State EDZ Program requires attendance at bi-annual conferences; and

WHEREAS, the spring EDZ Conference (April 27 and 28) is to be held at the Crown Plaza in Albany and Zone Administrative Board Chairman Alice Amrhein and EDZ Coordinator Gloria Ingegno have requested authorization to attend.

THEREFORE, BE IT FURTHER RESOLVED, that the Riverhead Town Board hereby authorizes reimbursement for expenses, as approved by the department head, associated with attendance at the EDZ conference.

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

THE VOTE

Densieski	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozalowicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS WAS NOT

THEREUPON DULY ADOPTED

March 21, 2000

Adopted

TOWN OF RIVERHEAD

Resolution # 241

AUTHORIZES ATTENDANCE OF TWO POLICE OFFICERS AT THE MARINE LAW ENFORCEMENT TRAINING COURSE

COUNCILMAN CARDINALE
seconded by **COUNCILMAN LULL** offered the following resolution, which was

WHEREAS, Police Chief Grattan has requested authorization from the Riverhead Town Board for the attendance of two (2) members of the Force at the Marine Law Enforcement Training Course;

AND WHEREAS, the New York State Office of Parks, Recreation and Historic Preservation, Bureau of Marine and Recreational Vehicles (M&RV) will be offering this training in Montauk, New York, during the period of May 1 - May 5, 2000.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the attendance of two (2) members of the Force at the aforementioned course; and,

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes reimbursement of expenses upon proper submission of receipts; and,

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

THE VOTE
Donsick Yes ___ No ___ Cardinale Yes ___ No ___
Kent Yes ___ No ___ Lull Yes ___ No ___
Kozakiewicz Yes ___ No ___
THE RESOLUTION WAS WAS NOT ___
THEREUPON DULY ADOPTED

March 21, 2000

Adopted

TOWN OF RIVERHEAD

Resolution # 242

AUTHORIZES ATTENDANCE OF AN OFFICER AT F.B.I. SEMINAR

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

WHEREAS, Police Chief Grattan has requested authorization from the Riverhead Town Board for the attendance of a police officer to the Mid Atlantic Law Enforcement Executive Development Seminar;

AND WHEREAS, the Federal Bureau of Investigation will be offering this training in Princeton, New Jersey, during the period June 11 - June 16, 2000.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the attendance of a member of the Force at the aforementioned course; and,

BE IT FURTHER RESOLVED, that the Town Board authorizes reimbursement of expenses upon proper submission of receipts; and,

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

THE VOTE

Densieski Yes ___ No ___ Cardinals Yes ___ No ___
 Kent Yes ___ No ___ Lull Yes ___ No ___
 Kozakowicz Yes ___ No ___

THE RESOLUTION WAS WAS NOT ___
 THEREUPON DULY ADOPTED

March 21, 2000

Adopted

TOWN OF RIVERHEAD

Resolution # 243

**AUTHORIZES ATTENDANCE OF AN OFFICER AT AN EXECUTIVE
MANAGEMENT CONFERENCE**

COUNCILMAN LULL

seconded by COUNCILMAN DENSIESKI offered the following resolution, which was

WHEREAS, Police Chief Grattan has requested authorization from the Riverhead Town Board for the attendance of one member of the Force at an Executive Management Conference, hosted by the New York State Association of Chiefs of Police, in conjunction with D.C.J.S., in Schenectady, New York, on April 18 to April 19, 2000;

AND WHEREAS, there is no tuition and any expenses incurred will be for lodging, tolls and some meals.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the attendance of one member of the Force at the aforementioned conference; and,

BE IT FURTHER RESOLVED, that the Town Board authorizes reimbursement of expenses upon proper submission of receipts; and,

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

THE VOTE
Densieski Yes No Cardinals Yes No
Kent Yes No Lull Yes No
Kozaldewicz Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

MARCH 21, 2000

TOWN OF RIVERHEAD

Adopted

Resolution # 244

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST
A HELP WANTED AD FOR PART TIME CLERK TYPIST
FOR THE SEWER/SCAVENGER WASTE DEPARTMENT**

COUNCILMAN KENT

_____ offered the following

resolution, which was seconded by COUNCILMAN CARDINALE

BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Ad in the March 23, 2000 issue of The News Review.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to the Sewer/Scavenger Waste Department.

THE VOTE

Densiecki Yes ___ No ___ Cardinale Yes ___ No ___
Kent Yes ___ No ___ Lull Yes ___ No ___
Kozakiewicz Yes ___ No ___

THE RESOLUTION WAS WAS NOT ___

THEREUPON DULY ADOPTED

HELP WANTED

PLEASE TAKE NOTICE, that the Town of Riverhead is seeking a qualified individuals to serve in the position of Part Time Clerk Typist in the Scavenger Waste Department. This position is for Saturdays only. The Town requests that all applicants must be able to type 35 wpm. Applications are to be submitted to the Accounting Department, 200 Howell Avenue, Riverhead, NY, between the hours of 8:30am and 4:30pm. Monday through Friday. No applications will be accepted after 4:00pm on Friday, March 31, 2000. The Town of Riverhead does not discriminate on the basis of age, race, color, national origin, sex or handicapped status in the employment or provision of services.

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

March 21, 2000

TOWN OF RIVERHEAD

Adopted

Resolution # 245

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST
A HELP WANTED AD FOR PART TIME HOMEMAKER
FOR THE NUTRITION DEPARTMENT

COUNCILMAN CARDINALE

offered the following

resolution, which was seconded by

COUNCILMAN KENT

BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Ad in the March 23, 2000 issue of The News Review.

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

THE VOTE

Donatelli Yes ___ No ___ Cardinale Yes ___ No ___

Kent Yes ___ No ___ Lull Yes ___ No ___

Kozakewicz ___ Yes ___ No ___

THE RESOLUTION WAS WAS NOT ___

THEREUPON DULY ADOPTED

HELP WANTED

PLEASE TAKE NOTICE, that the Town of Riverhead is seeking a qualified individual to serve in the position of Part Time Homemaker in the Nutrition Department. The Town requests that all applicants must have a valid drivers license. Applications are to be submitted to the Accounting Department, 200 Howell Avenue, Riverhead, NY, between the hours of 8:30am and 4:30pm. Monday through Friday. No applications will be accepted after 4:00pm on Friday, March 31, 2000. The Town of Riverhead does not discriminate on the basis of age, race, color, national origin, sex or handicapped status in the employment or provision of services.

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

3/21/2000

466

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 246

March 21, 2000

AUTHORIZES SUPERVISOR TO EXECUTE BUDGET TRANSFER

COUNCILMAN LULL Offered the following resolution which was seconded by COUNCILMAN DENSIESKI

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

FROM:

001-013300-549000 MISC. EXPENSE \$450.00

TO:

001-013300-524000 EQUIPMENT \$450.00

THE VOTE

Densieski Yes No Cardinale Yes No

Kent Yes No Lull Yes No

Kozakewicz Yes No

THE RESOLUTION WAS WAS NOT

THEREUPON DULY ADOPTED

MARCH 21, 2000

467
Adopted

TOWN OF RIVERHEAD

Resolution # 247

WATER DISTRICT

BUDGET ADJUSTMENTS

COUNCILMAN KENT offered the following resolution ,

which was seconded by COUNCILMAN CARDINALE

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

112.000000.390599	APPROPRIATED FUND BALANCE	FROM:	\$98,000.
		TO:	
112.083200.524226	TELEPHONE EQUIPMENT	\$	25,000.
112.083200.542100	OFFICE EXPENSE		10,000.
112.083200.547100	POSTAGE EXPENSE		3,000.
112.083200.524101	VEHICLES		35,000.
112.083200.524400	FIELD EQUIPMENT		20,000.
112.083200.543506	PROFESSIONAL SERVICES, LAB		5,000.

THE VOTE

Densleski Yes ___ No ___ Cardinale Yes ___ No ___
 Kent Yes ___ No ___ Lull Yes ___ No ___
 Kozakiewicz Yes ___ No ___

THE RESOLUTION WAS WAS NOT ___
 THEREUPON DULY ADOPTED

MARCH 21, 2000

Adopted

TOWN OF RIVERHEAD

Resolution # 248

POLICE ATHLETIC LEAGUE

STORAGE BLDG CAPTIAL PROJECT

BUDGET ADJUSTMENT

COUNCILMAN DENSIESKI offered the following resolution ,

which was seconded by COUNCILMAN LULL

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

406.095031.481900.70011 TRANSFER FROM SPECIAL TRUST **FROM:** \$19,800.

406.073100.522200.70011 BLDG. CONSTRUCTION **TO:** \$19,800.

THE VOTE
Densieski Yes No Cardinale Yes No
Kent Yes No Lull Yes No
Kozakiewicz Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

MARCH 21, 2000

469

Adopted

TOWN OF RIVERHEAD

Resolution # 249

LOCAL STREET & HIGHWAY

CAPITAL PROJECT

BUDGET ADJUSTMENT

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

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

451.053589.492500.80051 TRANSPORTATION STATE AID FROM: \$160,000.

451.051100.595406.80051 TRANSFER TO CAPITAL PROJECT TO: \$160,000.

THE VOTE

Densieski Yes No Cardinale Yes No
Kent Yes No Lull Yes No
Kozakiewicz Yes No

THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

MARCH 21, 2000

Adopted

TOWN OF RIVERHEAD

Resolution # 250

PECONIC BAY BLVD CULVERT REPLACEMENT

CAPITAL PROJECT

BUDGET ADOPTION

COUNCILMAN KENT offered the following resolution ,
COUNCILMAN LULL
which was seconded by _____

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

406.051100.487451.45030	TRANSFER FROM C.H.I.P.S.	FROM:	\$160,000.
406.051100.523008.45030	CONSTRUCTION	TO:	\$137,000.
406.051100.543502.45030	ENGINEERING EXPENSE		10,000.
406.051100.547900.45030	CONTINGENCY		13,000.

THE VOTE

Denslekt Yes ___ No ___ Cardinal Yes ___ No ___
 Kent Yes ___ No ___ Lull Yes ___ No ___
 Kozakiewicz Yes ___ No ___

THE RESOLUTION WAS WAS NOT ___
 THEREUPON DULY ADOPTED

MARCH 21, 2000

Adopted

TOWN OF RIVERHEAD

Resolution # 251

'98 RECREATION CAPITAL IMPROVEMENT PROJECT

BUDGET ADJUSTMENT

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

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

406.095031.481900.70040 TRANSFER FROM SPECIAL TRUST **FROM:** \$5,700.

406.071100.523028.70040 SO. JAMESPORT TENNIS COURT IMPR. **TO:** \$2,200.
406.071100.541203.70040 SO. JAMESPORT BCH LANDSCAPING IMPR 3,500.

THE VOTE
Densieski Yes No Cardinale Yes No
Kent Yes No Lull Yes No
Kozakewicz Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

MARCH 21, 2000

TOWN OF RIVERHEAD

Adopted

Resolution # 252

SHOWMOBILE
CAPITAL PROJECT
BUDGET ADOPTION

COUNCILMAN KENT offered the following resolution,
which was seconded by COUNCILMAN LULL

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

406.095710.494200.40069	SERIAL BOND PROCEEDS	FROM:	\$80,000.
406.064100.524918.40069	MOBILE STAGING UNIT	TO:	\$80,000.

THE VOTE
Densford Yes No Cardinalo Yes No
Kent Yes No Lull Yes No
Kozakewicz Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

Withdrawn #73

TOWN OF RIVERHEAD

RESOLUTION # 253

ENGINEERING DEPARTMENT
BUDGET ADJUSTMENT

Adopted: March 21, 2000

COUNCILMAN DENSIESKI offered the following resolution ^{To be withdrawn} which

was seconded by COUNCILMAN LULL.

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

\$500.00 FROM: 001.014400.542100 MISC. OFFICE EXPENSE

TO: 001.014400.524000 EQUIPMENT

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

THE VOTE

Densieski Yes ___ No ___ Cardinalo Yes ___ No ___

Kent Yes ___ No ___ Lull Yes ___ No ___

Kozakiewicz Yes ___ No ___

THE RESOLUTION WAS WAS NOT ___

THEREUPON DULY ~~ADOPTED~~

Withdrawn

March 21, 2000

Adopted

TOWN OF RIVERHEAD

GENERAL FUND

BUDGET ADJUSTMENT

RESOLUTION # 254

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

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

FROM:

001.090150.581100	NYS RETIREMENT EXPENSE	\$16,000.
001.031200.524910	POLICE, HAZ MAT EQUIPMENT	4,500.
001.036200.542600	BLDG. DEPT., PRINTING	800.
001.013300.549000	TAX RECEIVER, MISC. EXPENSE	450.
001.014400.542100	ENGINEERING, MISC. OFFICE EXPENSE	500.

TO:

001.050100.523027	TRANS. ADMIN, FIRE ALARM EXPENSE	\$16,000.
001.031200.545210	POLICE, COPY MACHINE - LEASES	4,500.
001.036200.542100	BLDG. DEPT., OFFICE SUPPLIES	800.
001.013300.524000	TAX RECEIVER, EQUIPMENT	450.
001.014400.524000	ENGINEERING, EQUIPMENT	500.

THE VOTE

Densieski Yes No Cardinale Yes No
 Kent Yes No Lull Yes No
 Kozakiewicz Yes No

THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

MARCH 21, 2000

475

Tabled

Adopted

5/23/00

TOWN OF RIVERHEAD

Resolution # 255

JOINT SCAVENGER WASTE DISTRICT

BUDGET ADJUSTMENT

COUNCILMAN CARDINALE offered the following resolution, **TO BE TABLED**,
which was seconded by COUNCILMAN KENT

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

918.081890.546203 PLANT ELECTRICITY

FROM:
\$5,000.

918.081890.524900 MISCELLANEOUS EQUIPMENT

TO:
\$5,000.

SPECIAL BOARD MEETING _ MAY 23, 2000

COUNCILMAN LULL OFFERED THE RESOLUTION TO BE BROUGHT OFF THE TABLE, WHICH WAS SECONDED BY COUNCILMAN DENSIESKI.

ALL BOARD MEMBERS IN FAVOR OF UNTABLING RESOLUTION

COUNCILMAN CARDINALE OFFERED THE RESOLUTION FOR ADOPTION, WHICH WAS SECONDED BY COUNCILMAN LULL

ALL BOARD MEMBERS IN FAVOR OF ADOPTING THE RESOLUTION

THE VOTE

Densieski Yes ___ No ___ Cardinals Yes ___ No ___

Kent Yes ___ No ___ Lull Yes ___ No ___

Kozakiewicz Yes ___ No ___

THE RESOLUTION WAS WAS NOT

THEREUPON DULY ~~ADOPTED~~

Adopted

5/23/00

Tabled

Date March 21, 2000

476
Adopted

TOWN OF RIVERHEAD

Resolution # 256

Appoints Engineering Consultants

COUNCILMAN KENT

_____ offered the following

resolution, which was seconded by **COUNCILMAN CARDINALE**

WHEREAS, the Riverhead Town Board adopted Resolution 69-2000 on January 18, 2000, appointing a list of all town consultants, including legal representation, and consultants for planning, computer operation and programming, court reporting, Town Board transcribing, Police Department interpreters, appraisals, and land surveyors; and

WHEREAS, from time to time, the Town Board may wish to amend that list of appointed consultants to be used by the various agencies within the municipality; and

WHEREAS, the Town Board agrees to appoint Dunn Engineering and E.S. Kalogeras engineers to fulfill contracts, approved by the Town Board.

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby appoints Dunn engineering and E.S, Kalogeras to assist the Riverhead Town Engineering Department with projects approved by the Town Board ; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Riverhead Town Engineering Department, the Town Office of Accounting, Dunn Engineering and E.S. Kalogeras.

super/jml

THE VOTE
Deniseid Yes No Cardinale Yes No
Kent Yes No Lull Yes No
Kozaldewicz Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

3/21/00

Adopted

TOWN OF RIVERHEAD

Resolution # 257

APPOINTS A RECREATION AIDE TO THE RIVERHEAD RECREATION DEPARTMENT

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

RESOLVED, that James Janeczek is hereby appointed to serve as a Recreation Aide, with the working title of Softball Instructor effective, April 1, 2000 to and including April 30, 2000, to be paid at the rate of \$12.50 per hour, and to serve at the pleasure of the Town Board; and

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

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

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

THE VOTE
Densieski Yes ___ No ___ Cardinals Yes ___ No ___
Kent Yes ___ No ___ Lull Yes ___ No ___
Kozaldewicz Yes ___ No ___
THE RESOLUTION WAS WAS NOT ___
THEREUPON DULY ADOPTED

TABLE

TOWN OF RIVERHEAD

RESOLUTION # 203

APPOINTS CONSULTANTS

COUNCILMAN KENT offered the following resolution, which was seconded by COUNCILMAN LULL.

RESOLVED, that the Town Board hereby appoints the following consultants based on contracts with the Town of Riverhead.

- | | | | |
|------------------|--|---|---------------------------------|
| Dunn Engineering | Consulting Engineers | } | TOWN BOARD
APPROVED Projects |
| | Traffic Signal Studies & Installation | | |
| | Bridge and Culvert Repair/Replacements | | |
| | Drainage and Road Improvements | | |
| E.S.Kalogeras | Consulting Engineers | } | TOWN BOARD
APPROVED Projects |
| | Drainage and Road Improvements | | |

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

3/21/00

Adopted

TOWN OF RIVERHEAD

Resolution # 258

APPOINTS A RECREATION AIDE TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILMAN LULL offered the following resolution,

which was seconded by **COUNCILMAN CARDINALE**

RESOLVED, that Sharon Truland is hereby appointed to serve as a Recreation Aide, with the working title of Softball Instructor effective, April 1, 2000, to and including April 30, 2000, to be paid at the rate of \$12.50 per hour, and to serve at the pleasure of the Town Board; and

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

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

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

THE VOTE
Demasold Yes ___ No ___ Cardinale Yes ___ No ___
Kent Yes ___ No ___ Lull Yes ___ No ___
Kozakewicz Yes ___ No ___
THE RESOLUTION WAS WAS NOT ___
THEREUPON DULY ADOPTED

MARCH 21, 2000

Adopted

TOWN OF RIVERHEAD

Resolution # 259

RATIFIES MEMBERSHIP – EAST END TRANSPORTATION COUNCIL

COUNCILMAN LULL offered the following resolution,
which was seconded by COUNCILMAN KENT

WHEREAS, the East End Supervisors and Mayors Associations have agreed to form the East End Transportation Council; and

WHEREAS, this Association has agreed to seek financial support of its membership; and

WHEREAS, the Riverhead Town Board supports the goals of the East End Transportation Council;

NOW, THEREFORE, BE IT RESOLVED; that this Town Board ratifies membership of the Town of Riverhead in the East End Transportation Council and approves the Town's membership fee of \$500.00; and

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

THE VOTE
Densfeld Yes ___ No ___ Cardinale ___ Yes ___ No ___
Kent Yes ___ No ___ Lull Yes ___ No ___
Kozakewicz Yes ___ No ___
THE RESOLUTION WAS WAS NOT ___
THEREUPON DULY ADOPTED

TOWN OF RIVERHEAD

RESOLUTION # 262

REJECT AND REBID THE HIGHWAY MAINTENANCE FACILITY ROOF REPLACEMENT

Adopted: March 21, 2000

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

WHEREAS, the Town Clerk was authorized to post and publish a Notice to Bidders for the Highway Maintenance Facility Roof Replacement; and

WHEREAS, one (1) bid was received, opened and read aloud on March 10, 2000.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board does hereby reject the bid for the Highway Maintenance Facility Roof Replacement and does hereby authorize the Town Clerk to post and publish the attached Notice to Bidders for the Highway Maintenance Roof Replacement in the March 30, 2000 issue of the official Town newspaper; and

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

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Ken Testa, Mark Kwasna and the Office of Accounting.

THE VOTE
Densieski Yes ___ No ___ Cardinali Yes ___ No ___
Kent Yes ___ No ___ Lull Yes ___ No ___
Kozakiewicz Yes ___ No ___
THE RESOLUTION WAS WAS NOT ___
THEREUPON DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed proposals for the Highway Maintenance Facility Roof Replacement, Osborn Avenue, Riverhead, New York will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, until 11:00 am on April 10, 2000, at which time and place they will be publicly opened and read aloud.

Plans and specifications may be examined and obtained, on or about March 30, 2000, at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.

A deposit of \$50.00 will be required for each copy of the Contract Documents.

Each proposal must be submitted on the form provided and must be clearly marked "Highway Maintenance Facility Roof Replacement".

The Town of Riverhead reserves the right to reject any and all bids.

BY ORDER OF THE RIVERHEAD TOWN BOARD
Barbara A. Grattan, Town Clerk

Dated: March 21, 2000

Adopted

March 21, 2000

TOWN OF RIVERHEAD

AUTHORIZATION TO RESCIND AND RE-BID

RESOLUTION #

COUNCILMAN CARDINALE

_____ offered the following resolution, which was seconded
by Councilman KENT.

WHEREAS, the Town Board adopted resolution #00-187 which was an authorization to publish a bid for snack vendor services and

WHEREAS, the bid was incorrectly published, excluding two locations for snack vendor services and has to be rescinded and

WHEREAS, the bid for snack vendor services has to be re-published.

BE IT RESOLVED, that the Town Board hereby authorized the Town Clerk to advertise for sealed bids for snack vendor services for the Town Of Riverhead at Reeves Park Beach, Wading River Beach, Stotzky's Park and Iron Pier Beach.

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the **March 30, 2000** issue of the News Review.

BE IT RESOLVED, that the Town Clerk be, and hereby is, authorized to forward a copy of this resolution to the Purchasing Department.

THE VOTE
Donatelli Yes No Cardinale Yes No
Kent Yes No Lull Yes No
Kozakiewicz Yes No
THE RESOLUTION WAS WAS NOT
declared duly adopted.

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for **SNACK VENDOR SERVICES** for the **TOWN OF RIVERHEAD** at the following locations: Stotzky's Park, Wading River Beach, Reeves Park Beach and Iron Pier Beach, will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m.** on **April 10, 2000.**

Bid packets, including Specifications, may be obtained at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

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

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR SNACK VENDOR SERVICES.**

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

Barbara Grattan, Town Clerk

3/21/2000

Adopted

TOWN OF RIVERHEAD
Resolution # 264
March 21st, 2000

AUTHORIZING WAIVER OF FEES FOR AFFORDABLE HOUSING PROJECT

COUNCILMAN KENT

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

WHEREAS, the Town of Riverhead has encouraged the involvement of the Long Island Housing Partnership in ameliorating substandard conditions in the Millbrook Gables; and

WHEREAS, the Town Board did approve the Redevelopment Community District for property known as SCTM#0600-105-2-43; and

WHEREAS, the Long Island Housing Partnership has acquired the subject property for construction of a major subdivision; and

WHEREAS, the Long Island Housing Partnership has petitioned the Town Board for a waiver of fees associated with the subdivision; and

WHEREAS, the Town Board has considered said application and desires to encourage development and sale of single family housing to first-time homebuyers at affordable prices.

THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the waiver of major subdivision filing fees and the \$1,000.00 Special Permit filing fee.

BE IT FURTHER RESOLVED, that the Town Board does not hereby authorize the waiver of the \$2,000.00 per lot recreation fee, the 5% engineering fee, nor the \$2,500.00 per lot water key money fee.

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Planning Department, Community Development, Town Attorney, and Jim Morgo, Long Island Housing Partnership, 180 Oser Avenue, Suite 800, Hauppauge, New York 11788.

THE VOTE
Donohue Yes No Cardinale Yes No
Kent Yes No Lull Yes No
Kozakiewicz Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

Adopted

March 21, 2000

TOWN OF RIVERHEAD

Resolution # 265**RESCINDS RESOLUTION NUMBER 30 OF 2000 AND RE -APPROVES SITE PLAN OF JENNY JOE REALTY CORP.****COUNCILMAN DENSIESKI**

_____ offered the following resolution,

which was seconded by **COUNCILMAN CARDINALE** _____:

WHEREAS, a site plan and elevations were submitted by Jenny Joe Realty Corp., for improvements to an existing building at premises located at 434 Pulaski St. Riverhead, New York, known and designated as Suffolk County Tax Map Number 600-126-1-9; and

WHEREAS, the Planning Department has reviewed the site plan dated November 10, 1999, as prepared by Fredrick Ercolino, and elevations dated November 10, 1999, as prepared by Fredrick Ercolino, and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

WHEREAS, based upon the Town Board's review of the Environmental Assessment Form and the proceedings had herein, the Town Board determines that the site plan applied for will be a Type II Action without a significant impact upon the environment pursuant to the State Environmental Conservation Law and 6 NYCRR Part 617; and

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

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 99-001007 of the Office of the Supervisor of the Town of Riverhead; and;

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

NOW, THEREFORE, BE IT

RESOLVED, that the site plan and elevations submitted by Jenny Joe Realty Corp., for improvements to an existing building at premises located at 434 Pulaski St. Riverhead, New York, site plan dated November 10, 1999, as prepared by Fredrick Ercolino, and elevations dated November 10, 1999, as prepared by Fredrick Ercolino, be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan proves and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Jenny Joe Realty Corp. hereby authorizes and consents to the Town of Riverhead to enter premises at 434 Pulaski St. Riverhead, New York, to enforce said handicapped parking regulations;
10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;

11. That all new utilities shall be constructed underground;
12. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Jenny Joe Realty Corp., the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

DECLARATION AND COVENANTS

THIS DECLARATION, made the ____ day of _____, 2000, made by Jenny Joe Realty Corp., residing at 710 Route 25 A Rocky Poin, NY 11778, Declarant:

WITNESSETH:

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

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

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

NOW, THEREFORE, THIS DECLARANT WITNESSETH:

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

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

4. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled , "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
5. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
6. Parking, paving, and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
8. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Jenny Joe Realty Corp. hereby authorizes and consents to the Town of Riverhead to enter premises at 434 Pulaski St. Riverhead, New York, to enforce said handicapped parking regulations;
9. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter, and that any planters, planter boxes, window boxes, or other container plantings shall likewise be maintained on a year-round basis;
10. That all new utilities shall be constructed underground;
11. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall pose a performance bond or other equivalent security. The performance bond or other security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the Town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof;
12. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
13. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;

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

Jenny Joe Realty Corp.

STATE OF NEW YORK)

: ss.:

COUNTY OF SUFFOLK)

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

NOTARY PUBLIC

THE VOTE

Denslekt Yes No Cardinale Yes No

Kent Yes No Luff Yes No

Kozaklewicz Yes No

THE RESOLUTION WAS WAS NOT

THEREUPON DULY ADOPTED

Adopted

March 8, 2000

TOWN OF RIVERHEAD

Resolution # 266**APPROVES SITE PLAN OF JAMES HISE-- TEMPORARY GREENHOUSE**

COUNCILMAN KENT

_____ offered the following resolution, which was

seconded by **COUNCILMAN LULL** _____:

WHEREAS, a site plan and elevations were submitted by James Hise for 1 greenhouse located at 5913 Sound Ave., Jamesport, New York, known and designated as Suffolk County Tax Map Number 600-9-2-3.1; and

WHEREAS, the Planning Department has reviewed the site plan dated last January 27, 2000, as prepared by Joseph A. Ingegno, and elevations dated January 27, 2000, as prepared by Grow It Instant Greenhouses, and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

WHEREAS, based upon the Town Board's review of the Environmental Assessment Form and the proceedings had herein, the Town Board determines that the site plan applied for will be a(n) Type II Action without a significant impact upon the environment pursuant to the State Environmental Conservation Law and 6 NYCRR Part 617; and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the site plan and elevations submitted by JAMES HISE for 1 greenhouse, located at 5913 Sound Ave., Jamesport, New York, site plan dated last January 27, 2000, as prepared by Joseph A. Ingegno, and elevations dated January 27, 2000, as prepared by Grow It Instant Greenhouses, be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;

- 5. 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;
- 6. That the use of the structure(s) approved herein shall be limited solely to agricultural production and that there shall be no retail use conducted therein.

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

James Hise

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

On the _____ day of _____, 2000, before me personally came _____, to me known and known to be the individual who executed the foregoing instrument; that (s)he is the owner of certain real property located at 5913 Sound Ave., Jamesport, New York, the subject property of this Declaration and Covenant, and understands the content thereof; and that (s)he did swear to me that (s)he executed the same.

NOTARY PUBLIC

THE VOTE

Danzon Yes ___ No ___ Cardinale Yes ___ No ___
 Kent Yes ___ No ___ Lull Yes ___ No ___
 Kozakiewicz Yes ___ No ___

THE RESOLUTION WAS WAS NOT ___
THEREUPON DULY ADOPTED

DECLARATION AND COVENANTS

THIS DECLARATION, made the _____ day of _____, 2000, made by James Hise, residing at 904 Bluffs Drive North, Baiting Hollow, Declarant.

WITNESSETH:

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

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

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

NOW, THEREFORE, THIS DECLARANT WITNESSETH:

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

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That the form, design, location and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements and any restrictions imposed as a condition of the site plan approval granted herein;
3. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
4. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;

2. That a covenant, containing all the limitations and provisions of these approvals in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That 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;
7. That the use of the structure(s) approved herein shall be limited solely to agricultural production and that there shall be no retail use conducted therein; and be it further

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

March 21, 2000

Adopted

TOWN OF RIVERHEAD

Resolution # 267

**APPROVES SITE PLAN OF SOMVILAL VONGPHACHANH (Sophie Stapon)-
TEMPORARY GREENHOUSES**

COUNCILMAN DENSIESKI

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

WHEREAS, a site plan and elevations were submitted by Somvilal Vongphachanh for 3 proposed greenhouses located at Church Lane, Aquebogue, New York, known and designated as Suffolk County Tax Map Number 600-67-2-8; and

WHEREAS, the Planning Department has reviewed the site plan dated last January 4, 2000, as prepared by Joseph A. Ingegno, and elevations dated January 4, 2000, as prepared by Joseph A. Ingegno, and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

WHEREAS, based upon the Town Board's review of the Environmental Assessment Form and the proceedings had herein, the Town Board determines that the site plan applied for will be a(n) Type II Action without a significant impact upon the environment pursuant to the State Environmental Conservation Law and 6 NYCRR Part 617; and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the site plan and elevations submitted by SOMVILAL VONGPHACHANH for 3 proposed greenhouses, located at Church Lane, Aquebogue, New York, site plan dated last January 4, 2000, as prepared by Joseph A. Ingegno, and elevations dated January 4, 2000, as prepared by Joseph A. Ingegno, be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

- 5. 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;
- 6. That the use of the structure(s) approved herein shall be limited solely to agricultural production and that there shall be no retail use conducted therein.

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

Somvilal Vongphachanh

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

On the _____ day of _____, 2000, before me personally came _____, to me known and known to be the individual who executed the foregoing instrument; that (s)he is the owner of certain real property located at Church Lane, Aquebogue, New York, the subject property of this Declaration and Covenant, and understands the content thereof; and that (s)he did swear to me that (s)he executed the same.

NOTARY PUBLIC

THE VOTE

Donalock Yes ___ No ___ Cardinalo Yes ___ No ___
 Kent Yes ___ No ___ Lill Yes ___ No ___
 Kozakewicz ___ Yes ___ No ___

THE RESOLUTION WAS WAS NOT ___
 THEREUPON DULY ADOPTED

DECLARATION AND COVENANTS

THIS DECLARATION, made the _____ day of _____, 2000, made by Somvilal Vongphachanh, residing at PO Box 177, Shoreham NY, Declarant.

WITNESSETH:

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

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

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

NOW, THEREFORE, THIS DECLARANT WITNESSETH:

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

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That the form, design, location and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements and any restrictions imposed as a condition of the site plan approval granted herein;
3. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
4. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;

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 in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That 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;
7. That the use of the structure(s) approved herein shall be limited solely to agricultural production and that there shall be no retail use conducted therein; and be it further

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

March 21, 2000

TOWN OF RIVERHEAD

Resolution # 268

APPROVES SITE PLAN OF WAL - MART

COUNCILMAN DENSIESKI

_____ offered the following resolution,

COUNCILMAN LULL

which was seconded by _____:

WHEREAS, a site plan and elevations were submitted by Wal - Mart Store, Inc., for a retrofit a former Caldors space to a proposed Wal - Mart store to include changes to the facade and parking lot, located at Riverhead Plaza, Old Country Road, Riverhead, New York, known and designated as Suffolk County Tax Map Number 600-104-2-16, 18, & 19; and

WHEREAS, the Planning Department has reviewed the site plan dated March 15, 2000, as prepared by Bergmann Associates, and elevations dated March 10, 2000, as prepared by Cross River Architects, and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

WHEREAS, based upon the Town Board's review of the Environmental Assessment Form and the proceedings had herein, the Town Board determines that the site plan applied for will be a Type II Action without a significant impact upon the environment pursuant to the State Environmental Conservation Law and 6 NYCRR Part 617; and

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

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 7619 of the Office of the Supervisor of the Town of Riverhead; and;

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

NOW, THEREFORE, BE IT

RESOLVED, that the site plan and elevations submitted by Wal - Mart Store, Inc., for retrofit a former Caldors space to a proposed Wal - Mart store to include changes to the facade and parking lot, located at Riverhead Plaza, Old Country Road, Riverhead, New York, site plan dated March 15, 2000, as prepared by Bergmann Associates, and

elevations dated March 10, 2000, as prepared by Cross River Architects, be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

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

10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
12. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
13. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Wal - Mart Store, Inc., the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

DECLARATION AND COVENANTS

THIS DECLARATION, made the _____ day of _____,
2000, made by
Declarant:

WITNESSETH:

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

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

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

NOW, THEREFORE, THIS DECLARANT WITNESSETH:

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

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

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

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

Losquadro Associates

STATE OF NEW YORK)

: ss.:

COUNTY OF SUFFOLK)

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

NOTARY PUBLIC

THE VOTE

Densleek Yes ___ No ___ Cardinal Yes ___ No

Kent Yes ___ No ___ Lull Yes ___ No

Kozakiewicz ___ Yes ___ No

THE RESOLUTION WAS WAS NOT ___

THEREUPON DULY ADOPTED

March 21, 2000

TOWN OF RIVERHEAD

Resolution # 269

APPROVES TEMPORARY SIGN PERMIT OF UTOPIA HOME CARE INC.

Adopted 3/21/00

COUNCILMAN LULL offered the following resolution, which was seconded by COUNCILMAN DENSIESKI:

WHEREAS, a temporary sign permit application and sketch were submitted by Utopia Home Inc. for property located at 180 Old Country Rd. Plaza, Riverhead, New York, more particularly described as Suffolk County Tax Map Number 0600-84-4-36.5; and

WHEREAS, pursuant to Section 108-56 C (5) of the Code of the Town of Riverhead, the application does not require the recommendation of the Architectural Review Board; and

WHEREAS, the sketch has been approved by three (3) Town Board members;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Riverhead hereby approves the temporary sign permit application submitted by Utopia Home Care Inc. for "Utopia Home Care Grand Opening", which application is dated March 10, 2000 and be it further

RESOLVED, that said temporary sign permit shall expire on September 21, 2000, and the applicant shall remove the affected sign, in its entirety, on or before said date; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Utopia Home Care 180 Old Country Rd. Plaza, Riverhead NY 11901, the Planning Department and the Riverhead Building Department.

THE VOTE
Densieski Yes No Cardinals Yes No
Kent Yes No Lull Yes No
Kozakewicz Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

3/21/00

Tabled

TOWN OF RIVERHEAD

Resolution # 270

AUTHORIZES THE SUPERVISOR TO EXECUTE QUIT CLAIM DEED IN CONNECTION WITH THE "WARSAW PARK" SUBDIVISION

COUNCILMAN KENT offered the following resolution, was seconded by

COUNCILMAN CARDINALE :

BE IT HEREBY RESOLVED, that the Town of Riverhead Board of the Town of Riverhead hereby authorizes the Supervisor to execute a Quit Claim Deed with accompanying recording documents in connection with a tap street located in the subdivision entitled, "Warsaw Park"; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to William D. Moore, Esq., 51020 Main Road, Southold, New York, 11971; the Planning Department; Mark Kwasna, Highway Superintendent; the Assessor's Office and the Office of the Town Attorney.

COUNCILMAN LULL OFFERED THE RESOLUTION TO BE TABLED, WHICH WAS SECONDED BY COUNCILMAN CARDINALE.

THE VOTE

Danielson Yes ___ No ___ Cardinali Yes ___ No ___

Kent Yes ___ No ___ Lull Yes ___ No ___

Kozakewicz ___ Yes No ___

THE RESOLUTION WAS WAS NOT

THEREUPON DULY ADOPTED

Tabled

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY 509

THIS INDENTURE, made the _____ day of _____, nineteen hundred and ninety-nine
BETWEEN Town of Riverhead, a Municipal Corporation
with Principal Offices
200 Howell Avenue
Riverhead, New York 11801

party of the first part, and
Riverhead Commerce Park LLC
443 Main Road
Greenport, NY 11944

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED:

TAX MAP DESIGNATION

Dist
0600
Sec
101
Blk
01
Lot(s)
10.16

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

TOWN OF RIVERHEAD

BY: _____
VINCENT VILDELLA, SUPERVISOR TOWN OF RIVERHEAD

This Indenture made the _____ day of _____, 2000 between

TOWN OF RIVERHEAD, a municipal corporation with principal offices located at
200 Howell Avenue
Riverhead, New York 11901

party of the first part, and

RIVERHEAD COMMERCE PARK, LLC, a New York limited liability company located at
443 Main Street
Greenport, New York 11944

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars paid by the party of the second part, does hereby remise, release, and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the TOWN OF RIVERHEAD

BEGINNING at a point on the northerly side of a spur or tap road located on the easterly side of a street formerly known as Warsaw Drive (now known as Commerce Avenue) as shown on the Map of Warsaw Park, filed in the Office of the Clerk of Suffolk County on May 7, 1990 as File Number 8934

Running thence along the northerly side of said tap road and the division line of lot 7 on the Map of Warsaw Park the following three (3) courses and distances:

- 1) Along an arc of a curve bearing to the left having a radius of 40.00 feet a distance along said curve of 58.66 feet;
- 2) Along an arc of a curve bearing to the right having a radius of 280.00 feet a distance along said curve of 143.02 feet;
- 3) North 63 degrees 01 minutes 00 seconds East 46.69 feet to land now or formerly of Long Island Cauliflower Association;

Thence along said land South 26 degrees 59 minutes 00 seconds East 55.00 feet to the southerly side of said tap road and the northerly side of Lot 8 on the Map of Warsaw Park;

Thence along said land the following 4 courses and distances:

- 1) South 63 degrees 01 minutes 00 seconds West 46.69 feet;
- 2) Along an arc of a curve bearing to the left having a radius of 225 feet a distance of 129.72 feet;
- 3) Along an arc of a curve bearing to the left having a radius of 40.00 feet a distance along said curve of 48.87 feet to the easterly side of Warsaw Drive (now Commerce Drive);

Thence along the easterly side of Warsaw Drive along an arc of a curve having a radius of 313.00 feet a distance along said curve of 121.30 feet to the northerly side of the spur/tap road and the point or place of beginning.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In presence of:

TOWN OF RIVERHEAD

By:

Robert Kozakiewicz, Supervisor

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

On the day of , 2000, before me, the undersigned, a notary public in and for said State, personally appeared Robert Kozakiewicz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

New York State Department of Taxation and Finance
**Combined Real Estate
 Transfer Tax Return and
 Credit Line Mortgage Certificate**

512

See instructions (TP-584-1) before completing this form. Please print or type.

Schedule A — Information Relating to Conveyance

<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Grantor Name (if individual; last, first, middle initial) Town of Riverhead, Municipal Corporation	Social Security Number
	Mailing address 200 Howell Avenue	Social Security Number
	City State ZIP code Riverhead NY 11801	Federal employer ident. number
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other	Grantee Name (if individual; last, first, middle initial) Riverhead Commerce Park LLC	Social Security Number
	Mailing address 443 Main Road Street	Social Security Number
	City State ZIP code Greenport NY 11944	Federal employer ident. number

Location and description of property conveyed

Tax map designation			Address	City/Village	Town	County
Section	Block	Lot				
101	01	10, 17	LOT 8 COMMERCE DRIVE WARSAW PARK	RIVERHEAD	RIVERHEAD	SUFFOLK

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> 1 - 3 family house	5 <input checked="" type="checkbox"/> Commercial/Industrial	Date of conveyance _____ month _____ day 00 year <small>(see instructions)</small>	Percentage of real property conveyed which is residential real property _____ % <small>(see instructions)</small>
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building		
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building		
4 <input type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____		

Condition of conveyance (check all that apply)

- | | | |
|--|---|--|
| a. <input checked="" type="checkbox"/> Conveyance of fee interest | i. — Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) | k. — Contract assignment |
| b. — Acquisition of a controlling interest (state percentage acquired _____ %) | g. — Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G) | l. — Option assignment or surrender |
| c. — Transfer of a controlling interest (state percentage transferred _____ %) | h. — Conveyance of cooperative apartment(s) | m. — Leasehold assignment or surrender |
| d. — Conveyance to cooperative housing corporation | i. — Syndication | n. — Leasehold grant |
| e. — Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | j. — Conveyance of air rights or development rights | o. — Conveyance of an easement |
| | | p. — Conveyance for which exemption from transfer tax is claimed (complete Schedule B, Part III) |
| | | q. — Conveyance of property partly within and partly without the state |
| | | r. — Other (describe) _____ |

Schedule B — Real Estate Transfer Tax Return (Article 31 of the Tax Law)

Part I — Computation of Tax Due

1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) <input type="checkbox"/> Exemption claimed	1	-0-
2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2	(-0-)
3 Taxable consideration (subtract line 2 from line 1)	3	-0-
4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4	-0-
5 Amount of credit claimed (see instructions and attach Form TP-584.1, Schedule G)	5	(-0-)
6 Total tax due* (subtract line 5 from line 4)	6	-0-

Part II — Computation of Additional Tax Due on the Conveyance of Residential Real Property for \$1 Million or More

1 Enter amount of consideration for conveyance (from Part I, line 1)	1	
2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property; see instructions)	2	
3 Total additional transfer tax due* (1% of line 2)	3	

*Please make check(s) payable to the county clerk where the recording is to take place or if the recording is to take place in New York City, make check(s) payable to the NYC Department of Finance. If no recording is required, send this return and your check(s) made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, TTTB-Transfer Tax, PO Box 5045, Albany NY 12205-5045.

For recording officer's use	Amount received Part I \$ _____ Part II \$ _____	Date received	Transaction number
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Schedule B — (continued)

Part III — Explanation of Exemption Claimed in Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York or any of their instrumentalities, agencies or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada).
b. Conveyance is to secure a debt or other obligation.
c. Conveyance is without additional consideration to confirm, correct, modify or supplement a prior conveyance.
d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts.
e. Conveyance is given in connection with a tax sale.
f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership.
g. Conveyance consists of deed of partition.
h. Conveyance is given pursuant to the federal bankruptcy act.
i. Conveyance consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property.
j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a 1-, 2-, or 3-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment.
k. Conveyance is not a conveyance within the meaning of section 1401(e) of Article 31 of the Tax Law (attach documents supporting such claim).
l. Other (attach explanation).

Schedule C — Credit Line Mortgage Certificate (Article 11 of the Tax Law)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

- 1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee or other officer of a court.
- The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-II for more information regarding these aggregation requirements.
- Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in (Insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is No exemption from tax is claimed and the tax of is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign).

The undersigned certify that the above return, including any certification, schedule or attachment, is to the best of his/her knowledge, true and complete.

BY: Grantor Title BY: Grantee Title
SUPERVISOR TOWN OF RIVERHEAD RICHARD ISRAEL

Peconic Bay Region Community Preservation Fund

East Hampton 03
 Riverhead ~~04~~
 Shelter Island 07
 Southampton 09
 Southold 10

Please print or type.

Schedule A Information Relating to Conveyance

<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Grantor Name (individual; last, first, middle initial) Town of Riverhead, Municipal Corporation	Social Security Number
	Mailing address 200 Howell Avenue	Social Security Number
	City State ZIP code Riverhead NY 11801	Federal employer ident. number
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other	Grantee Name (individual; last, first, middle initial) Riverhead Commerce Park LLC	Social Security Number
	Mailing address 443 Main ^{Street} Road	Social Security Number
	City State ZIP code Greenport NY 11944	Federal employer ident. number

Location and description of property conveyed

Dist	Tax map designation		Lot	Address	Village	Town
	Section	Block				
0600	101	01	10.17	LOT 8 COMMERCE DRIVE WARSAW PARK	RIVERHEAD	RIVERHEAD

Type of property conveyed (check applicable box)

- Improved
 Vacant land

Date of conveyance	Date of contract												
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00	00	00											
month	day	year											
00	00	00											
month	day	year											

Dual Towns:

Condition of conveyance (check all that apply)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> a. Conveyance of fee interest
<input type="checkbox"/> b. Acquisition of a controlling interest (state percentage acquired _____ %) | <input type="checkbox"/> f. Conveyance which consists of a mere change of identity or form of ownership or organization
<input type="checkbox"/> g. Conveyance for which credit (or tax) previously paid will be claimed
<input type="checkbox"/> h. Conveyance of cooperative apartment(s)
<input type="checkbox"/> i. Syndication
<input type="checkbox"/> j. Conveyance of air rights or development rights | <input type="checkbox"/> k. Contract assignment
<input type="checkbox"/> l. Option assignment or surrender
<input type="checkbox"/> m. Leasehold assignment or surrender
<input type="checkbox"/> n. Leasehold grant
<input type="checkbox"/> o. Conveyance of an easement
<input type="checkbox"/> p. Conveyance for which exemption is claimed (complete Schedule B, Part 11)
<input type="checkbox"/> q. Conveyance of property partly within and partly without the state
<input type="checkbox"/> r. Other (describe) _____ |
|--|--|---|

Schedule B - Community Preservation Fund

Part 1 - Computation of Tax Due

- Enter amount of consideration for the conveyance (from line 1 TP584 Schedule B)
- Allowance (see below)
- Taxable consideration (subtract line 2 from line 1)
- 2% Community Preservation Fund (of line 3) make certified check payable to SUFFOLK COUNTY CLERK
- Property not subject to CPF Tax (See Schedule C)

1	-0-
2	-0-
3	-0-
4	-0-

For recording officer's use	Amount received	Date received	Transaction number

Allowance:

East Hampton	\$250,000.00 Improved	\$100,000.00 Vacant Land (Unimproved)
Shelter Island	\$250,000.00 Improved	\$100,000.00 Vacant Land (Unimproved)
Southampton	\$250,000.00 Improved	\$100,000.00 Vacant Land (Unimproved)
Riverhead	\$150,000.00 Improved	\$75,000.00 Vacant Land (Unimproved)
Southold	\$150,000.00 Improved	\$75,000.00 Vacant Land (Unimproved)

Schedule C (continued)

Part 11- Explanation of Exemption Claimed in Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York or any of their instrumentalities, agencies or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)
- b. Conveyance is to secure a debt or other obligation
- c. Conveyance is without additional consideration to confirm, correct, modify or supplement a prior conveyance
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying really as bona fide gifts
- e. Conveyance is given in connection with a tax sale
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.)
- g. Conveyance consists of deed of partition
- h. Conveyance is given pursuant to the federal bankruptcy act
- i. Conveyance consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property
- j. Conveyance of real property which is subject to restrictions which prohibit the use of the entire property for any purposes except agriculture, recreation or conservation, pursuant to Section 1449-ee (2) (j) or (k) of Article 31-D of the Tax Law. (See required Town approval, below).
- k. Conveyance of real property for open space, parks, or historic preservation purposes to any not-for-profit tax exempt corporation operated for conservation, environmental, or historic preservation purposes.
- l. Other list explanations in space below (Grandfather/Contract)
- m. The conveyance is approved for an exemption from the Community Preservation Transfer Tax, under Section 1449-ee of Article 31-D of the Tax law. (See j in Schedule C)

Town Attorney or other designated official

Penalties and Interest

Penalties

Any grantor or grantee failing to file a return or to pay any tax within the time required shall be subject to a penalty of 10% of the amount of tax due plus an interest penalty of 2% of such amount for each month of delay or fraction thereof after the expiration of the first month after such return was required to be filed or the tax became due. However, the interest penalty shall not exceed 25% in the aggregate.

Interest

Daily compounded interest will be charged on the amount of the tax due not paid within the time required.

****By signing the following, the buyer and seller further represent and attest to the fact that for property lying within Southold Town, a validly executed contract was in effect prior to March 1, 1999 and that for all other towns subject at the CPF tax, a validly executed contract was in effect prior to April 1, 1999.

Seller

Buyer

Signature (both the grantor(s) and grantee(s) must sign).

The undersigned certify that the above return, including any certification, schedule or attachment, is to the best of his/her knowledge, true and complete.

TOWN OF RIVERHEAD

RIVERHEAD COMMERCE PARK, LLC

BY:

Grantor
SUPERVISOR TOWN OF RIVERHEAD

BY:

Grantee
RICHARD ISRAEL

Grantor

Grantee

MARCH 21, 2000

TOWN OF RIVERHEAD

271

Adopted

AUTHORIZES SUPERVISOR TO EXECUTE AGREEMENT
FOR THE ATTACHED STIPULATIONS

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

BE IT RESOLVED, that the Town Board hereby approves the two attached stipulations of agreement and authorizes the Town Supervisor to execute them with his signature; and

BE IT FURTHER, RESOLVED, that a certified copy of this resolution along with a copy of the stipulations be forward to the Accounting Department.

THE VOTE
Danaletti Yes No Cardinale Yes No
Kent Yes No Lul Yes No
Kozakewicz Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

TOWN OF RIVERHEAD

Resolution # 272

ACCEPT THE CONCLUSIONS AND RECOMMENDATIONS
OF THE ROUTE 58 COMMITTEE
APPOINTED BY THE TOWN BOARD
UNDER RESOLUTION #99-47 AND 99-235

Councilman Cardinale offered the following resolution, which was

Seconded by Councilman Kent

WHEREAS, The Route 58 Committee was established in 1999 to explore, identify, and report back to the Town Board concerning viable solutions for alleviating the traffic congestion that exists in and around the Route 58 corridor; and

WHEREAS, the objective of these interviews and discussions following were to identify the most viable options from the various alternative options proposed (long term & short term) to alleviate traffic congestion on Route 58; and

WHEREAS, the Committee interviewed knowledgeable individuals as set forth in their Committee Report and made certain recommendations in such report submitted to the Town Clerk on November 22, 1999; and

WHEREAS, many proposed options were considered including the following:

- 1.) That there be a greater utilization of existing alternate routes, such as Nugent Drive (County Road 24), Middle Road, Sound Avenue and Edwards Avenue with improved signage and improvement of roadways as required.
- 2.) That there be a reconfiguration and expansion of Route 58 with installation of any necessary traffic control devices as required.
- 3.) That there be design and construction of a new alternate route to service the traffic which is involuntarily deposited on Route 58 at the terminus of the Long Island Expressway; and

WHEREAS, the committee recommends:

- 1.) That the County undertake, at no expense to the Town, a comprehensive traffic study of the Route 58 corridor and its tributary roadways, including but not limited to, a traffic count study to determine what percentage of the traffic on Route 58 between the Long Island Expressway terminus and County Road 105 is only "passing through" without any desire to access services on that part of the roadway.
- 2.) That the State, County, and Town encourage greater utilization of alternate routes (with applicable signage).
- 3.) That there be linkage of the various parking lots along Route 58 in order to diminish traffic on Route 58.
- 4.) That the Town Board change the one-way street (behind 7- Eleven) linking Roanoke Avenue to the TJ MAXX parking lot into a two-way street.
- 5.) That the County coordinate the traffic signals on Route 58 to allow better traffic flow at intersections; and

WHEREAS, the following Committee suggestions to alleviate congestion on Route 58, while not endorsed, were deemed worthy of further study and consideration by Town, County and the State.

1. Obtain joint cooperation from the County and State to extend to three lanes (or some type of new and improved traffic lane configuration) between Route 58, East Main Street and Route 105.
2. Alternate traffic flow direction of the center third lane where it exists on Route 58 by effective use of overhead lights.
3. Request that the County make Route 58 one way heading west and request the State to allow a portion of West Main Street and all of East Main Street to become a one way road heading east.

THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby accepts the conclusions and recommendations of the Route 58 Committee regarding the issue of traffic congestion on Route 58.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the New York State Department of Transportation, the Suffolk County Department of Public Works, The Riverhead Planning Department, and The Riverhead Police Department.

THE VOTE

Donsiecki Yes No Cardinale Yes No
 Kent Yes No Lull Yes No
 Kozakiewicz Yes No

THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

3/21/99

Adopted

TOWN OF RIVERHEAD

Resolution # 273

SETS SALARIES FOR SUMMER PERSONNEL FOR 2000 FOR THE RECREATION DEPARTMENT

COUNCILMAN DENSIESKI offered the following resolution,
which was seconded by **COUNCILMAN LULL**

RESOLVED, that the Town Board sets salaries for summer personnel 2000 for the Recreation Department.

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

THE VOTE
Densieski Yes No Cardinale Yes No
Kent Yes No Lull Yes No
Kozakiewicz Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

Adopted

3/21/00

TOWN OF RIVERHEAD

Resolution # 274

AUTHORIZES THE LAW FIRM OF SMITH, FINKELSTEIN, LUNDBERG, ISLER & YAKABOSKI, LLP AS SPECIAL COUNSEL IN CONNECTION WITH THE LAWSUIT ENTITLED, EILEEN MILLER ET AL. V. ROBERT KOZAKIEWICZ, SUPERVISOR, ET AL.

COUNCILMAN LULL

offered the following resolution, was seconded by

COUNCILMAN DENESKI :

BE IT HEREBY RESOLVED, that the Law Firm of Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP is hereby retained as special counsel in connection with the lawsuit entitled, Eileen Miller, et al. v. Robert Kozakiewicz, Supervisor, et al.; and be it further

RESOLVED, that the Riverhead Town Board hereby approves the attached Retainer Agreement from the Law Firm of Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP; and be it further

RESOLVED, that the Riverhead Town Board hereby authorizes the Supervisor to execute the attached Retainer Agreement; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Law Firm of Smith, Finkelstein, Lundberg, Isler & Yakaboski, 456 Griffing Avenue, P.O. Box 389, Riverhead, New York, 11901; the Office of the Town Attorney and the Office of Accounting.

THE VOTE

Deneski Yes ___ No ___ Cardinale Yes ___ No ___

Kent Yes ___ No ___ Lull Yes ___ No ___

Kozakiewicz Yes ___ No ___

THE RESOLUTION WAS WAS NOT

THEREUPON DULY ADOPTED

RETAINER AGREEMENT

AGREEMENT made this _____ day of March, 2000, by and between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (hereinafter the Town), and the Law Firm of Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP, 456 Griffing Avenue, P.O. Box 389, Riverhead, New York, 11901 (hereinafter the Firm), pursuant to Resolution # _____ of the Town Board adopted on March 21, 2000 as follows:

1. The Town retains the Firm to provide the legal services described in said resolution.
2. The Town agrees to pay the Firm at an hourly rate of \$150 an hour for partners; \$125 an hour for associates and \$65 an hour for paralegals.
3. The Town shall reimburse the Firm for actual disbursements.

TOWN OF RIVERHEAD

By: _____
ROBERT F. KOZAKIEWICZ
Town Supervisor

SMITH, FINKELSTEIN, LUNDBERG,
ISLER & YAKABOSKI, LLP

By: _____

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

EILEEN MILLER, NORTH FORK ENVIRONMENTAL
COUNCIL, INC., DAVID SZCZESNY AND JANICE
SZCZESNY d/b/a RIVERHEAD PAINTS PLUS, INC.,
REVCO ELECTRICAL SUPPLY, INC., and TIMOTHY
G. GRIFFING, JR. d/b/a GRIFFING HARDWARE CO.,

Petitioners,

For a Judgment Under Article 78 of
the Civil Practice Law and Rules,

- against -

ROBERT KOZAKIEWICZ, SUPERVISOR,
CHRISTOPHER KENT, PHILIP CARDINALE,
EDWARD DENSIESKI and JAMES LULL,
CONSTITUTING THE TOWN BOARD OF THE
TOWN OF RIVERHEAD, NEW YORK, and
RIVERHEAD CENTRE, LLC,

Respondents.

Index No. 00-07159
Index No. Purchased
March 15, 2000

NOTICE
OF PETITION

FILED IN THE OFFICE
OF THE CLERK
MARCH 15 4 21 PM 2000
BARNETT
TOWN OF RIVERHEAD

S I R S :

PLEASE TAKE NOTICE, that upon the annexed Verified Petition, duly verified the 15th
day of March, 2000, and upon all the prior pleadings and proceedings heretofore had herein, the
Petitioners will move this Court at an LAS Part thereof of the Supreme Court of the State of New
York, County of Suffolk, at its Courthouse located at 235 Griffing Avenue Riverhead, New
York 11901, on the 18th day of April, 2000 at 9:30 o'clock in the forenoon of that day, or as soon
thereafter as counsel can be heard, for a Judgment pursuant to Article 78 of the CPLR, as
follows:

1. Annulling and vacating the Zoning Amendment, adopted by the
Town Board of the Town of Riverhead, New York, by Resolution

Adopted

3/21/00

TOWN OF RIVERHEAD

Resolution # 275

AUTHORIZES THE LAW FIRM OF SMITH, FINKELSTEIN, LUNDBERG, ISLER & YAKABOSKI, LLP AS SPECIAL COUNSEL IN CONNECTION WITH THE LAWSUIT ENTITLED, NEW YORK SMSA LIMITED PARTNERSHIP d/b/a/ BELL ATLANTIC V. TOWN OF RIVERHEAD ET AL.

COUNCILMAN DENCIESKI:

offered the following resolution, was seconded by

COUNCILMAN LULL

BE IT HEREBY RESOLVED, that the Law Firm of Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP is hereby retained as special counsel in connection with the lawsuit entitled, "New York SMSA Limited Partnership d/b/a Bell Atlantic Mobile v. Town of Riverhead, et al.; and be it further

RESOLVED, that the Riverhead Town Board hereby approves the attached Retainer Agreement from the Law Firm of Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP; and be it further

RESOLVED, that the Riverhead Town Board hereby authorizes the Supervisor to execute the attached Retainer Agreement; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Law Firm of Smith, Finkelstein, Lundberg, Isler & Yakaboski, 456 Griffing Avenue, P.O. Box 389, Riverhead, New York, 11901; the Office of the Town Attorney and the Office of Accounting.

THE VOTE
Dencieski Yes No Cardinale Yes No
Kent Yes No Lull Yes No
Kozakewicz Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

RETAINER AGREEMENT

AGREEMENT made this _____ day of March, 2000, by and between the Town of Riverhead, 200 Howell Avenue, Riverhead, New York (hereinafter the Town), and the Law Firm of Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP, 456 Griffing Avenue, P.O. Box 389, Riverhead, New York, 11901 (hereinafter the Firm), pursuant to Resolution # _____ of the Town Board adopted on March 21, 2000 as follows:

1. The Town retains the Firm to provide the legal services described in said resolution.
2. The Town agrees to pay the Firm at an hourly rate of \$150 an hour for partners; \$125 an hour for associates and \$65 an hour for paralegals.
3. The Town shall reimburse the Firm for actual disbursements.

TOWN OF RIVERHEAD

By: _____
ROBERT F. KOZAKIEWICZ
Town Supervisor

SMITH, FINKELSTEIN, LUNDBERG,
ISLER & YAKABOSKI, LLP

By: _____

United States District Court

EASTERN DISTRICT OF NEW YORK

NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a BELL ATLANTIC MOBILE

SUMMONS IN A CIVIL ACTION

CASE NUMBER:

v.

TOWN OF RIVERHEAD, THE TOWN OF RIVERHEAD TOWN BOARD, THE TOWN OF RIVERHEAD PLANNING DEPARTMENT, and THE TOWN OF RIVERHEAD ARCHITECTURAL REVIEW BOARD

CV-00 1434

WEXLER, J.
POHORELSKY, M.

TO: (Name and Address of Defendant)

The Town of Riverhead Architectural Review Board
Town Hall, 200 Howell Avenue
Riverhead, N.Y. 11901

YOU ARE HEREBY SUMMONED and required to file with the Clerk of this Court and serve upon

PLAINTIFF'S ATTORNEY (name and address)

Alfred L. Amato, Esq.
Amato & Berger, P.C.
100 Quentin Roosevelt Blvd., Suite 511
Garden City, New York 11530
(516) 227-6363

FILED
MAR 14 3 10 PM '00
U.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

an answer to the complaint which is herewith served upon you within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgement by default will be taken against you for the relief demanded in the complaint.

ROBERT C. HEINEMANN

DATE 3/14/00

CLERK

Karen Kops
BY DEPUTY CLERK

3/21/00

TOWN OF RIVERHEAD

Resolution # 276

ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED, "ZONING" OF THE RIVERHEAD TOWN CODE

Councilman Cardinale offered the following resolution, was seconded by

Councilman Kent :

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 108, entitled "Zoning" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 18th day of January, 2000 at 7:20 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

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

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

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

THE VOTE

Densieald Yes No Cardinale Yes No
 Kent Yes No Lull Yes No
 Kozaldewicz Yes No

THE RESOLUTION WAS WAS NOT
 THEREUPON DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on March 21, 2000 as follows:

§ 108-27. Uses.

In the Business A (Resort Business) 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 ~~two (2)~~ of the following permitted uses, special permit uses and their customary accessory uses:

§ 108-34. Uses.

In the Business B (Shopping Center) 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 ~~two (2)~~ of the following permitted uses, special exception or special permit uses and their customary accessory uses:

§ 108-39. Uses.

In the Business C District (Neighborhood Business), 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 ~~two (2)~~ of the following permitted uses, special exception or special permit uses and their customary accessory uses:

§ 108-42. Uses.

In the Business D District (General Business), 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 ~~two (2)~~ of the following permitted uses, special exception or special permit uses and their customary accessory uses:

Dated: Riverhead, New York
March 21, 2000

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

* Underline represents addition(s)

** Overstrike represents deletion(s)

2. The applicant has posted a bond or secured a letter of credit issued by a commercial banking institution, doing business in the Town of Riverhead; in the form satisfactory to counsel to the Water District, in the amount of \$56,700;

3. A grant of a sub-surface easement to the Riverhead Water District covering all locations of the proposed water main installation, and be it further

RESOLVED, that the bid contemplated herein shall not be awarded unless approved by the petitioner or his successors in title, and be it further

RESOLVED, that the terms and conditions of this Order shall be accepted and agreed to by the petitioner owner whose consent shall be duly acknowledged and shall be binding on the heirs and assigns of the petitioner and shall run with the land and be it further

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

THE VOTE

Densleak Yes No Cardinale Yes No

Kent Yes No Lull Yes No

Kozakiewicz Yes No

THE RESOLUTION WAS WAS NOT

THEREUPON DULY ADOPTED

RESOLUTION # 278 ABSTRACT #12-00 MARCH 16, 2000 (TBM 3/21/00)				
COUNCILMAN DENSIESKI		offered the following Resolution which was seconded by		
COUNCILMAN KENT				
FUND NAME		CD-3/15/00	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ 4,000,000.00	\$ 59,161.59	\$ 4,069,161.59
PARKING METER	002	\$ 9,600.00	\$ -	\$ 9,600.00
AMBULANCE	003	\$ 12,000.00	\$ -	\$ 12,000.00
POLICE ATHLETIC LEAGUE	004	\$ 2,750.00	\$ -	\$ 2,750.00
TEEN CENTER	005	\$ 8,000.00	\$ -	\$ 8,000.00
RECREATION PROGRAM	006	\$ 9,500.00	\$ 1,033.00	\$ 10,533.00
SR NUTRITION SITE COUNCIL	007	\$ 900.00	\$ -	\$ 900.00
D.A.R.E. PROGRAM FUND	008	\$ 900.00	\$ -	\$ 900.00
CHILD CARE CENTER BUILDING FUND	009	\$ 20,000.00	\$ 43.88	\$ 20,043.88
YOUTH COURT SCHOLARSHIP FUND	025	\$ -	\$ -	\$ -
SRS DAYCARE BUILDING FUND	027	\$ -	\$ -	\$ -
COMMUNITY P.E.T.S. SHELTER	028	\$ -	\$ -	\$ -
EDZ FUND	030	\$ -	\$ -	\$ -
HIGHWAY	111	\$ 900,000.00	\$ 16,666.86	\$ 916,666.86
WATER	112	\$ 1,000,000.00	\$ 22,478.81	\$ 1,022,478.81
REPAIR & MAINTENANCE	113	\$ 350,000.00	\$ -	\$ 350,000.00
RIVERHEAD SEWER DISTRICT	114	\$ 650,000.00	\$ 10,987.27	\$ 660,987.27
REFUSE & GARBAGE COLLECTION	116	\$ 176,000.00	\$ 237.02	\$ 176,237.02
STREET LIGHTING DISTRICT	116	\$ 200,000.00	\$ 2,176.46	\$ 202,176.46
PUBLIC PARKING DISTRICT	117	\$ 100,000.00	\$ 25,000.00	\$ 125,000.00
BUSINESS IMPROVEMENT DISTRICT	118	\$ 55,000.00	\$ 26,170.56	\$ 81,170.56
TOR URBAN DEV CORP TRUST ACCT	119	\$ -	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ 175,000.00	\$ -	\$ 175,000.00
CALVERTON SEWER DISTRICT	124	\$ 70,000.00	\$ -	\$ 70,000.00
WORKER'S COMPENSATION FUND	173	\$ 175,000.00	\$ 33,531.29	\$ 208,531.29
HOSPITALIZATION SELF INSURANCE	174	\$ -	\$ -	\$ -
RISK RETENTION FUND	175	\$ 500,000.00	\$ 21,542.94	\$ 521,542.94
UNEMPLOYMENT INSURANCE FUND	176	\$ 10,000.00	\$ -	\$ 10,000.00
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ -	\$ -
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ -	\$ 303.35	\$ 303.35
URBAN DEVEL CORP WORKING	182	\$ -	\$ -	\$ -
RESTORE	184	\$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ 5,000.00	\$ -	\$ 5,000.00
SEWER DISTRICT DEBT	382	\$ -	\$ -	\$ -
WATER DEBT	383	\$ 300,000.00	\$ -	\$ 300,000.00
GENERAL FUND DEBT SERVICE	384	\$ 100,000.00	\$ 525.00	\$ 100,525.00
SCAVENGER WASTE DEBT	385	\$ 15,000.00	\$ -	\$ 15,000.00
COMM DEVEL AGENCY CAP PROJECT	405	\$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ 490,000.00	\$ 324,404.98	\$ 814,404.98
EIGHT HUNDRED SERIES	408	\$ -	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -	\$ -
NUTRITION CAPITAL IMPS	441	\$ -	\$ -	\$ -
CHIPS	451	\$ 275,000.00	\$ -	\$ 275,000.00
YOUTH SERVICES	452	\$ -	\$ -	\$ -
SENIORS HELPING SENIORS	453	\$ -	\$ 47.12	\$ 47.12
EISEP	454	\$ -	\$ -	\$ -
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	625	\$ 150,000.00	\$ 5,071.00	\$ 155,071.00
MUNICIPAL GARAGE	620	\$ 30,000.00	\$ 8,358.47	\$ 38,358.47
TRUST & AGENCY	735	\$ -	\$ 170,650.00	\$ 170,650.00
SPECIAL TRUST	736	\$ 350,000.00	\$ -	\$ 350,000.00
COMMUNITY PRESERVATION FUND	737	\$ 225,000.00	\$ -	\$ 225,000.00
CDA-CALVERTON	914	\$ -	\$ -	\$ -
COMMUNITY DEVELOPMENT AGENCY	915	\$ -	\$ -	\$ -
JOINT SCAVENGER WASTE	918	\$ -	\$ 214.30	\$ 214.30
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ -	\$ -
TOTALS		\$ 10,263,550.00	\$ 726,602.88	\$ 10,990,152.88

RESOLUTION # 278 ABSTRACT #11-00 MARCH 9, 2000 (TBM 3/21/00)

COUNCILMAN DENSIESKI

COUNCILMAN KENT

offered the following Resolution which was seconded by

FUND NAME		CD-NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ -	\$ 627,718.04	\$ 627,718.04
PARKING METER	002	\$ -	\$ -	\$ -
AMBULANCE	003	\$ -	\$ -	\$ -
POLICE ATHLETIC LEAGUE	004	\$ -	\$ -	\$ -
TEEN CENTER	005	\$ -	\$ 253.60	\$ 253.60
RECREATION PROGRAM	006	\$ -	\$ 1,666.71	\$ 1,666.71
SR NUTRITION SITE COUNCIL	007	\$ -	\$ -	\$ -
D.A.R.E. PROGRAM FUND	008	\$ -	\$ 798.06	\$ 798.06
CHILD CARE CENTER BUILDING FUND	009	\$ -	\$ 880.00	\$ 880.00
YOUTH COURT SCHOLARSHIP FUND	025	\$ -	\$ -	\$ -
SRS DAYCARE BUILDING FUND	027	\$ -	\$ 1,734.66	\$ 1,734.66
COMMUNITY P.E.T.S. SHELTER	028	\$ -	\$ -	\$ -
EDZ FUND	030	\$ -	\$ 1,053.44	\$ 1,053.44
HIGHWAY	111	\$ -	\$ 47,206.88	\$ 47,206.88
WATER	112	\$ -	\$ 45,664.34	\$ 45,664.34
REPAIR & MAINTENANCE	113	\$ -	\$ -	\$ -
RIVERHEAD SEWER DISTRICT	114	\$ -	\$ 46,936.20	\$ 46,936.20
REFUSE & GARBAGE COLLECTION	116	\$ -	\$ 3,930.73	\$ 3,930.73
STREET LIGHTING DISTRICT	116	\$ -	\$ 30,478.32	\$ 30,478.32
PUBLIC PARKING DISTRICT	117	\$ -	\$ 3,340.16	\$ 3,340.16
BUSINESS IMPROVEMENT DISTRICT	118	\$ -	\$ -	\$ -
TOR URBAN DEV CORP TRUST ACCT	119	\$ -	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ -	\$ 1,359.07	\$ 1,359.07
CALVERTON SEWER DISTRICT	124	\$ -	\$ -	\$ -
WORKER'S COMPENSATION FUND	173	\$ -	\$ 22,933.00	\$ 22,933.00
HOSPITALIZATION SELF INSURANCE	174	\$ -	\$ -	\$ -
RISK RETENTION FUND	176	\$ -	\$ 680.66	\$ 680.66
UNEMPLOYMENT INSURANCE FUND	176	\$ -	\$ -	\$ -
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ -	\$ -
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ -	\$ 742.86	\$ 742.86
URBAN DEVEL CORP WORKING	182	\$ -	\$ -	\$ -
RESTORE	184	\$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ -	\$ -	\$ -
SEWER DISTRICT DEBT	382	\$ -	\$ 2,460.00	\$ 2,460.00
WATER DEBT	383	\$ -	\$ 1,338.46	\$ 1,338.46
GENERAL FUND DEBT SERVICE	384	\$ -	\$ 1,061.66	\$ 1,061.66
SCAVENGER WASTE DEBT	386	\$ -	\$ -	\$ -
COMM DEVEL AGENCY CAP PROJECT	406	\$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ -	\$ 1,733,196.00	\$ 1,733,196.00
EIGHT HUNDRED SERIES	408	\$ -	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -	\$ -
NUTRITION CAPITAL IMP'S	441	\$ -	\$ -	\$ -
CIIPS	451	\$ -	\$ -	\$ -
YOUTH SERVICES	462	\$ -	\$ 1,768.01	\$ 1,768.01
SENIORS HELPING SENIORS	463	\$ -	\$ 1,622.30	\$ 1,622.30
EISEP	464	\$ -	\$ 397.12	\$ 397.12
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	626	\$ -	\$ 6,940.93	\$ 6,940.93
MUNICIPAL GARAGE	626	\$ -	\$ 6,217.63	\$ 6,217.63
TRUST & AGENCY	736	\$ -	\$ 611,030.44	\$ 611,030.44
SPECIAL TRUST	738	\$ -	\$ -	\$ -
COMMUNITY PRESERVATION FUND	737	\$ -	\$ -	\$ -
CDA-CALVERTON	914	\$ -	\$ 49,406.36	\$ 49,406.36
COMMUNITY DEVELOPMENT AGENCY	916	\$ -	\$ -	\$ -
JOINT SCAVENGER WASTE	918	\$ -	\$ 13,272.00	\$ 13,272.00
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ -	\$ -
TOTALS		\$ -	\$ 3,164,866.24	\$ 3,164,866.24

THE VOTE
 Densieski Yes No Cardinal Yes No
 Kent Yes No Lull Yes No
 Kozakiewicz Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

Adopted

MARCH 21, 2000

TOWN OF RIVERHEAD

Resolution # 279

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST
A HELP WANTED AD FOR A RECREATION PROGRAM COORDINATOR
FOR THE RECREATION DEPARTMENT

COUNCILMAN LULL

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

BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Ad in the March 23, 2000 issue of The News Review.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to the Recreation Department.

THE VOTE
Densioeld Yes No Cardinals Yes No
Kent Yes No Lull Yes No
Kozakewicz Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

HELP WANTED

PLEASE TAKE NOTICE, that the Town of Riverhead is seeking a qualified individual to serve in the position of Recreation Program Coordinator in the Recreation Department. The Town requests that all applicants must have at least 5-6 years experience in conducting group recreational activities. Applications are to be submitted to the Accounting Department, 200 Howell Avenue, Riverhead, NY, between the hours of 8:30am and 4:30pm. Monday through Friday. No applications will be accepted after 4:00pm on Friday, March 31, 2000. The Town of Riverhead does not discriminate on the basis of age, race, color, national origin, sex or handicapped status in the employment or provision of services.

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