

TOWN BOARD MEETING AGENDA

July 5th , 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
Senior Services
Sanitation Department
Sewer District
Water Department**

Call to Order and Salute to the Flag

Approves Minutes of Town Board Meeting of June 20th, 2000,
moved by Councilperson Cardinale, seconded
by Councilperson Shawski.

3 yrs
Dubert

REPORTS

Tax Receiver: Utilities Collection Report for
June, 2000. Total Collected: \$172,265.02

Town Clerk: Monthly Report for June, 2000
Total collected: \$8572.59

Sewer District: Discharge Monitoring Report for May, 2000.

Recreation Dept. Monthly Report for May, 2000
Total collected: \$25,211.00

Police Dept. Monthly Report for May, 2000

APPLICATIONS

Special Permit: Zoumas Contracting Corp.-Herricks Lane, Jamesport-
Construct a 2 story residence with covered front porch,
2 car garage and parents apartment over garage.

Site Plan: Blue Meadow Farm Bed & Breakfast-1154 Middle Road, Rhd.

CORRESPONDENCE

Francis & Ann Seaman: Re: A No Parking Zone on the e/s of Dogwood Rd.

Belinda Bender
Little Bay Realty, Inc.

Re: Little Bay Shopping Center in Wading River and the parking problem generated from Phil's Restaurant.

Richard Rongo, DDS
Ostrander Ave., Rhd.

Re: The congested parking situation on Ostrander Ave. and Main Street, with the opening of Atlantis Aquarium.

103 Post Cards

Re: Opposition to the Expanded Aviation Activity at Calverton.

COMMITTEE REPORT

PUBLIC HEARINGS

7:05 P.M. The Special Permit Petition of Schembri Homes to allow the construction of a single family dwelling on property located at North Wading River Road, Wading River, N.Y.

PUBLIC COMMENT ON ANY RESOLUTIONS LISTED BELOW:

Community Development Agency Meeting:

- #14** Authorizes Chairman to Execute License Agreement with Rosewood Management, Inc. for Use of a Portion of the Calverton Facility for the North Fork Classic
- #15** Authorizes Chairman to Execute License Agreement with R & J Electronics
- #16** Authorizes Chairman to Execute License Agreement with Skydive Long Island
- #17** Authorizes Chairman to Execute License Agreement with Excel Aire

Regular Town Board Meeting:

- #578** Amends Site Plan of Traditional Links, LLC
- #579** Classifies Action and Declares Lead Agency and Determines Significance of Condominium Housing Development of The River Club, LLC
- #580** Classifies Action and Declares Lead Agency on Change of Zone and Attendant Petitions of MidRoad Properties, LLC and Refers Petition to Planning Board
- #581** 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." (Index No. 00-14530)
- #582** Authorizes the Law Firm of Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP. as Special Counsel in Connection with the Lawsuit Entitled, "Somarga, LLC v. Town of Riverhead."
- #583** Directs Riverhead Development Corporation (RDC) and Grubb & Ellis New York, Inc. to Reject without Consideration any and all Regularly Scheduled Commercial Airline Business at the Calverton Site

- #584** Authorizes Town Clerk to Advertise for Bids on the Application of Traffic Paint Striping
- #585** Authorizes Town Clerk to Advertise for Bids on Precast Concrete Drainage Rings & Associated Items
- #586** Awards Bid for Cliff Road West Drainage Improvement Project
- #587** Amends Resolution #510
- #588** Awards Bid for Extension No. 56 Sunken Ponds Estates, Section 1
- #589** Awards Bid for Hubbard Estates
- #590** Awards Bid for Police Uniforms
- #591** Awards Bid for Sports Equipment
- #592** Authorizes Attendance at Economic Development Course and Redevelopment Conference
- #593** Accepts Performance Bond of Gencon Construction for Sellpan Enterprises
- #594** Accepts Performance Bonds of Sound Housing LLC
- #595** Accepts Performance Bond of Maidstone Housing , LLP
- #596** Releases Performance Bonds of Manor Lane Estates (Joseph Fuchs)
- #597** Releases Performance Bond of Jul-Bet Enterprises, Inc.
- #598** Adopts a Local Law to Amend Chapter 101 Entitled, "Vehicles and Traffic" of the Riverhead Town Code
- #599** Adopts a Local Law to Amend Chapter 101 Entitled, "Vehicles and Traffic" of the Riverhead Town Code
- #600** Water District Budget Adjustments
- #601** Youth Court Scholarship Fund
- #602** Ag-Fest Committee Fund Budget Adoption

- #603** General Fund Budget Adjustment
- #604** Approves Temporary Sign Permit of Old Navy
- #605** Approves Temporary Sign Permit of Crabby's
- #606** Approves the Application of Tanger Properties LTD Partnership
- #607** Designates Official Newspaper for the Town of Riverhead (Traveler-Watchman)
- #608** Authorizes the Sale of Town Property at Public Auction
- #609** Authorization to Discard Fixed Assets
- #610** Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for Assistant Town Planning Director
- #611** Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for Account Clerk Typist
- #612** Appoints Provisional Account Clerk Typist in Accounting Office
- #613** Transfer of a Provisional Account Clerk Typist to the Accounting Department
- #614** Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for Assessment Clerk
- #615** Appoints Members to the Riverhead Town Board of Ethics
- #616** Appoints a Fill-In Beach Attendant Level I to the Riverhead Recreation Department (Evan Bucholz)
- #617** Appoints a Fill-In Lifeguard Level I to the Riverhead Recreation Department
- #618** Appoints a Fill-In Lifeguard to the Riverhead Recreation Department
- #619** Appoints a Fill-In Lifeguard to the Riverhead Recreation Department

- #620** Approves Request for Leave of Absence
- #621** Ratifies Appointment of Laura Lenox as Secretary to the Town Attorney (Paralegal Assistant)
- #622** Ratifies the Appointment of Susan Beal as Secretary to the Highway Superintendent
- #623** Ratifies Appointment of Tara McLaughlin as Secretary to the Supervisor
- #624** Ratifies Appointment of Trina Miles as Town Board Coordinator
- #625** Ratifies Appointment of Melissa White as Deputy Town Clerk
- #626** Ratifies Appointment of Trisha Green as Deputy Receiver of Taxes
- #627** Authorizes Town Clerk to Publish and Post Notice of Public Hearing to Consider the Demolition of Building(s) Owned by Northfork Bank Pursuant to Chapter 54 of the Riverhead Town Code Entitled, "Unsafe Buildings and Collapsed Structures."
- #628** Authorizes Town Clerk to Publish and Post Notice of Public Hearing to Consider the Demolition of Building(s) Owned by William, John & David Groeneveld Pursuant to Chapter 54 of the Code of the Town of Riverhead Entitled, "Unsafe Buildings and Collapsed Structures."
- #629** Authorizes Town Clerk to publish and Post Notice of Public Hearing to Consider the Demolition of Building(s) Owned by Edward Bentz Pursuant to Chapter 54 of the Riverhead Town Code Entitled, "Unsafe Buildings and Collapsed Structures."
- #630** Authorizes Town Clerk to Post and Publish Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment of Chapter 101 (Vehicles and Traffic) of the Riverhead Town Code
- #631** Order Calling Public Hearing- Extension 54 to the Riverhead Water District- Twomey Avenue

- #632** Order Calling Public hearing- Extension no. 54 of the Riverhead Water District - #202-b
- #633** Authorizes Town Clerk to Publish and Post Public Notice for a Proposed Local Law to Amend Chapter 101 of the Riverhead Town Code
- #634** Authorizes Town Clerk to Publish and post Public Notice for a Proposed Local Law to Amend Chapter 101 of the Riverhead Town Code
- #635** Ratifies Appointment of Dawn Thomas as Town Attorney
- #636** Ratifies Appointment of Joey Mac Lellan as Executive Assistant to the Supervisor
- #637** Authorizes Town Clerk to Publish and Post Notice of Public Hearing- Recreation Fees
- #638** Pays Bills
- #639 Authorizes rhw Supervisor to Execute Letter of Intent in Connection with the Riverhead Town Volunteer Ambulance Corps. Inc.

Town of Riverhead Community Development Agency

Adopted

Resolution # 14

Authorizes Chairman to Execute License Agreement with Rosewood Management Inc. for Use of a Portion of the Calverton Facility for the North Fork Classic

COUNCILMAN DENSIESKI

Member _____ offered the following resolution,

COUNCILMAN LULL

which was seconded by Member _____

WHEREAS, Rosewood Management Inc., has requested a license agreement for the former picnic grounds for horseshows on August 10, 11, 12, 17, 18, 19, 22, 23, 24, 25, 26, 2000; and

WHEREAS, the Town Board desires to encourage tourism throughout the town; and

WHEREAS, the CDA will realize net income of \$1,500 for 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> </u>
Member Cardinale	<u> </u>
Member Kent	<u> </u>
Member Lull	<u> </u>
Chairman Kozakiewicz	<u> </u>

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LICENSE

LICENSE ("License"), made as of the ___ day of June 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 **Rosewood Management Inc.**, a corporation having an address at _____, _____, NY 11—, Attention: Robert Ginsberg ("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 (the "Calverton Site"), as depicted on Exhibit A, for horseshows on August 10, 11, 12, 17, 18, 19, 22, 23, 24, 25, 26, 2000 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 August 10, 2000 (the "License Commencement Date") and shall end on August 26, 2000 (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, for events on August 10, 11, 12, 17, 18, 19, 22, 23, 24, 25, 26, 2000 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

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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 including daily pumpout during events. Further Licensee shall be responsible for leveling and/or mowing of the grounds coordinating said preparations so as not to interfere with the lacrosse camp. Both during and upon completion of the license, Licensee shall be responsible for removal of trash generated during said use. Licensee shall, with the cooperation of Licensor, but at the sole expense of the Licensee, provide electric service or generators, bleachers, trash receptacles, water service and/or water trucks, 24-hour security for horses and overnight campers, security during events including entrance and parking attendants, and services for campers including septic pumpout, generators and potable water, if required.

Licensee will prepare and submit an informal site plan to the Licensor by July 15 for review by the fire marshal, Grubb & Ellis, Town Engineer, Town Board and any other interested parties. Licensee agrees to work cooperatively with Town officials to accommodate reasonable requests regarding adjustments to the site plan.

Licensee shall submit an "Event Permit" Application to the Town Clerk by _____ for approval by the Town Board.

Licensee shall ensure that Licensee and all vendors apply for and obtain applicable permits including but not limited to any Suffolk County Health Department permit for the provision of food at the event.

4. **LICENSE FEE.** Simultaneously with the execution hereof, Licensee shall pay to Licensor a fee in the amount of \$1,500.00 for 11 days' use of the facility (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 horse shows, including the North Fork Classic from August 10, 2000 through August 26, 2000, 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.

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(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises. Licensee shall not permit fires.

(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 B. 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 the "CDA" as 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.

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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 _____, NY 11792, Attention: Robert Ginsberg, 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

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"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) 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 conducting of the horseshows 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:

Rosewood Management Inc.,

By: _____
Name:
Title:

STATE R.U.
(aka Middle Country
(reputedly 80' wide)

Line of perimeter of Avon
shown on Record Survey of 1857
and 1858. Reported to be the
original boundary of the
Town of Avon in 1857
and 1858.

Proposed Park
Frontage = 1540 +/-

Lacrosse
6/25 - 7/12 + 7/16

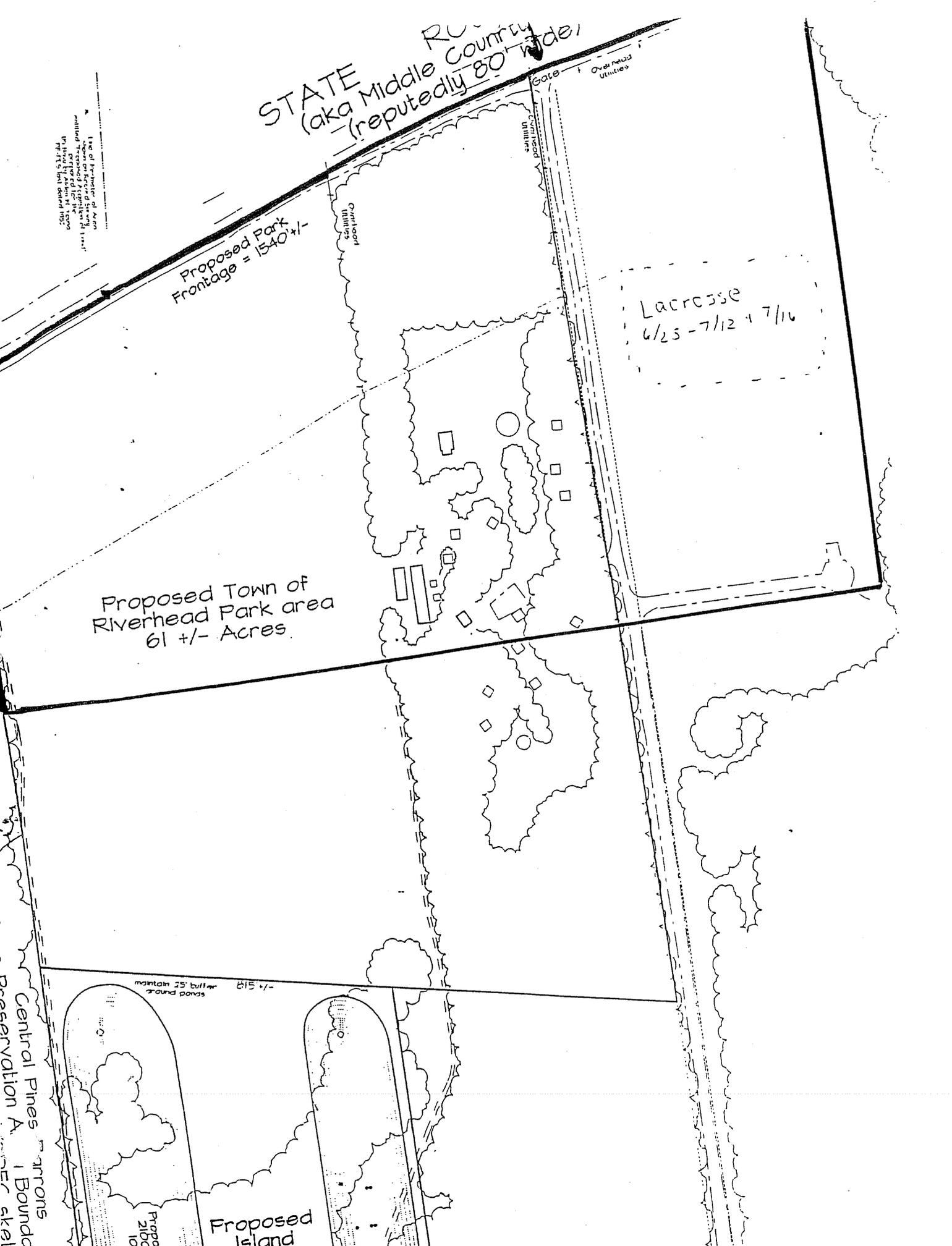
Proposed Town of
Riverhead Park area
61 +/- Acres

maintain 25' buffer
around ponds 815 +/-

Proposed
Island

Propo
2100
10

Central Pines
Preservation A
arrons
Bound
skel



7/5/00

Town of Riverhead Community Development Agency

Resolution # 15

Adopted

Authorizes Chairman to Execute License Agreement with R & J Electronics

Member COUNCILMAN CARDINALE offered the following resolution,

which was seconded by Member COUNCILMAN KENT :

WHEREAS, R & J Electronics has requested a license agreement for 23,557 square feet square feet of Building 07-36 beginning August 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 agreement is of short duration;
2. That proposed uses under the license agreement 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 \$8,834 per month for 23,557 square feet of Building 07-36 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>Yes</u>
Member Cardinale	<u>Yes</u>
Member Kent	<u>Yes</u>
Member Lull	<u>Yes</u>
Chairman Kozakiewicz	<u>Yes</u>

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LICENSE

License ("License"), made as of the ___ day of July 2000, by and between the **Town of Riverhead Community Development Agency**, having an address at 200 Howell Avenue, Riverhead, NY 11901, Attention: Andrea Lohneiss ("Licensor") and R & J Electronics, a corporation having an address at:360 Rabro Drive, Hauppauge, NY 11788, Attention: Tyrell Schneck, President ("Licensee").

W I T N E S S E T H

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license to Licensor, the right to use approximately 23,557 square feet in Building 07-36 as depicted on Exhibit A (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 hereafter 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 August 1, 2000 (the "License Commencement Date") and shall end on the earlier of (a) February 1, 2001 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 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 form 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. **CONDITIONS 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 improvement 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. Invoices will be provided to Licensee monthly and re to be paid within 10 days. Specifically, Licensee must install electric meters and incur other start-up costs, including but not limited to reactivation of sprinklers, including quarterly testing as required by the Riverhead Fire Marshall, and reactivation of bathrooms. Licensee is responsible for connection of building to municipal water upon installation of the mains including design, inspection and key money.
4. **SECURITY DEPOSIT.** Licensee shall deposit with Licensor on the date hereof an amount equal to \$8,834 as security for the faithful performance and observation 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 \$26,502 and (b) on the first business day of each month commencing with November 1, 2000, an amount equal to \$8,834 (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 October 31, 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.

6. **PAYMENT.** The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check 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 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 manufacturing of electronic components (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. Licensee shall be responsible for compliance with local zoning and for obtaining all permits necessary to conduct its business.
- (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 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 B. 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 "Town of Riverhead Community Development Agency" and "Grubb & Ellis Management Services, Inc." as additional insureds. In the event that any items 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 that 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 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 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 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 the 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%) 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) Licensee 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 \$1,000 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.

10. **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.
11. **Brokers.** Licensee represents that it has not dealt with any broker or finder other than Grubb & Ellis 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.
12. **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 ___ Hauppauge, NY 11788, Attention: Tyrell Schneck, President, 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.
13. **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. 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 material permit from the Town of Riverhead.

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 13. The foregoing indemnity shall survive the expiration or sooner termination of this License.

14. CROSS-DEFAULT. To the extent that the Licensor and the 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 such similar agreements.

15. 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) 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

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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 "use" hereunder without the prior consent of Licensor, which consent shall not be unreasonably withheld or delayed.

LICENSOR:

THE TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY

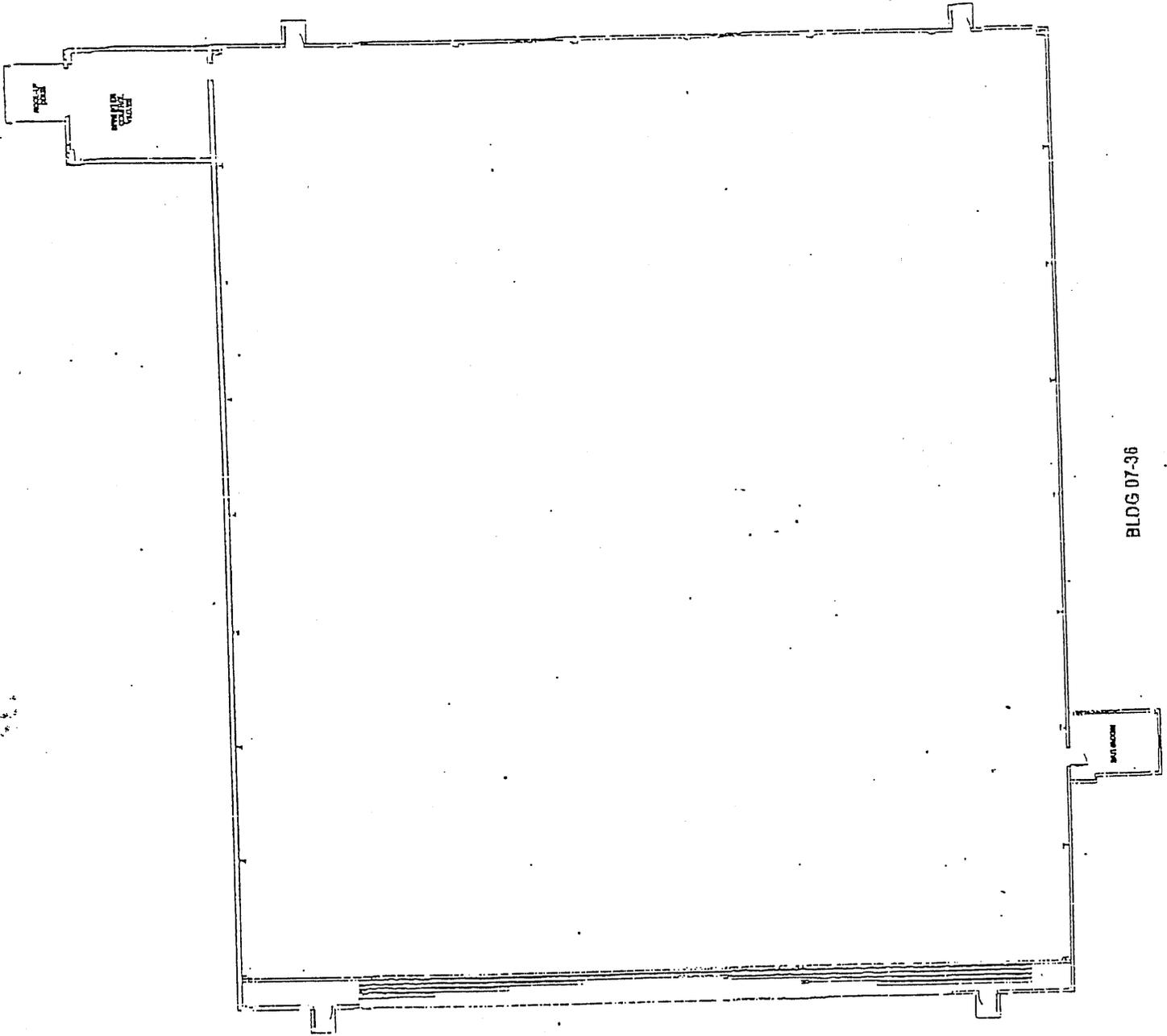
By: _____
Name:
Title:

LICENSEE:

R & J ELECTRONICS

By: _____
Name:
Title:

EXHIBIT A



BLDG 07-36

7/5/00

Town of Riverhead Community Development Agency

Resolution # 16

Adopted

Authorizes Chairman to Execute License Agreement with Skydive Long Island

Member Lull offered the following resolution,

which was seconded by Member Kent:

WHEREAS, Skydive has requested a license agreement for 2,184 square feet of Buildings 06-24 and 06-25 beginning August 1, 2000 for up to six months; and

WHEREAS, the CDA will realize net income of \$825 per month for 2,184 square feet of Buildings 06-24 and 06-25 during the license period, subject to future agreement regarding the runways, tie down drop area and maintenance.

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>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>	

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LICENSE

License ("License"), made as of the ___ day of July 2000, by and between the **Town of Riverhead Community Development Agency**, having an address at 200 Howell Avenue, Riverhead, NY 11901, Attention: Andrea Lohneiss ("Licensor") and Skydive Long Island, a corporation having an address at: 220 Pleasure Drive, Flanders, NY 11901, Attention: Raymond Maynard, President ("Licensee").

W I T N E S S E T H

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license to Licensor, the right to use approximately 2,184 square feet in Buildings 06-24 and 06-25 as depicted on Exhibit A (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 hereafter 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 August 1, 2000 (the "License Commencement Date") and shall end on the earlier of (a) February 1, 2001 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 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 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.

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3. **CONDITIONS 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 improvement 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. Invoices will be provided to Licensee monthly and are to be paid within 10 days. Specifically, Licensee must install electric and meter and incur other start-up costs, including but not limited to reactivation of sprinklers, including quarterly testing as required by the Riverhead Fire Marshall, and reactivation of bathrooms. Licensee is responsible for provision of heating system, provision of water, and connection of building to municipal water upon installation of the mains including design, inspection and key money.

4. **SECURITY DEPOSIT.** Licensee shall deposit with Licensor on the date hereof an amount equal to \$2,500 as security for the faithful performance and observation 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 \$7,500 and (b) on the first business day of each month commencing with November 1, 2000, an amount equal to \$2,500 (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 October 31, 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 A attached here (the "Parking Area"). Licensee shall be solely responsible for keeping the Parking Area free and clear of debris and snow.

6. **PAYMENT.** The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check 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 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 operation of a skydiving club, (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. Licensee shall be responsible for compliance with local zoning and for obtaining all permits necessary to conduct its business, including, but not limited to FAA, Town of Riverhead permission to land at a private airfield, Suffolk County Department of Health Services permit for fuel storage, Town of Riverhead Hazardous Materials Permit, Town of Riverhead Use Permit as applicable.

(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 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 B. 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 "Town of Riverhead Community Development Agency" and "Grubb & Ellis Management Services, Inc." as additional insureds. In the event that any items 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 that 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 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 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 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 the Licensor.

8. **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%) 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.

9. **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) Licensee 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 \$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 Section 2, in no event shall Licensor have the right to enjoin Licensee's performance of the Uses.

10. **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.

11. **Brokers.** Licensee represents that it has not dealt with any broker or finder other than Grubb & Ellis 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.

12. **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 220 Pleasure Drive, Flanders, NY 11901, Attention: Raymond Maynard, President, 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.

13. **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. 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 material permit from the Town of Riverhead, as applicable.
- 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 13. The foregoing indemnity shall survive the expiration or sooner termination of this License.
- 14. CROSS-DEFAULT. To the extent that the Licensor and the 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 such similar agreements.
- 15. 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.

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(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 or production of the "use" hereunder without the prior consent of Licensor, which consent shall not be unreasonably withheld or delayed.

LICENSOR:

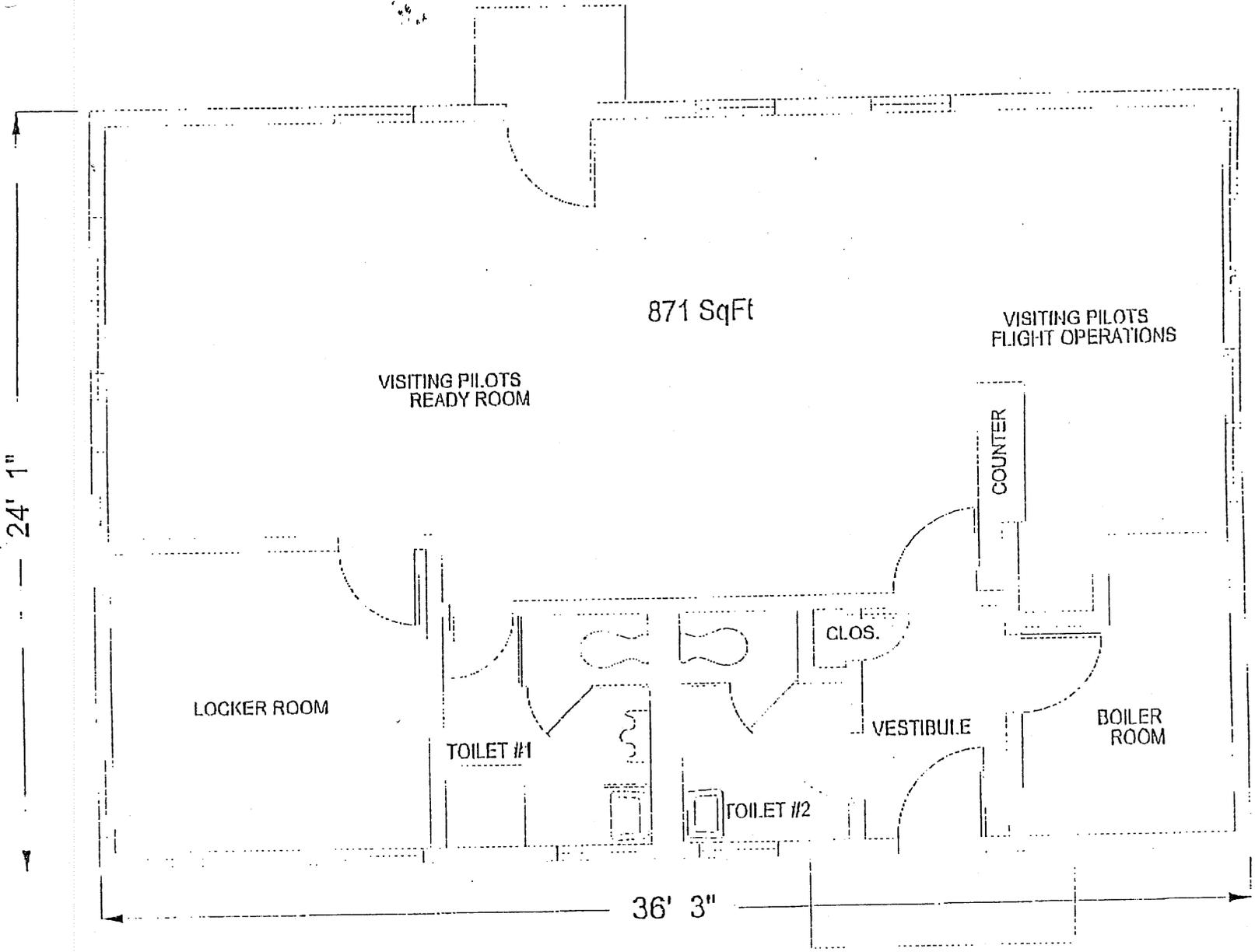
THE TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY

By: _____
Name:
Title:

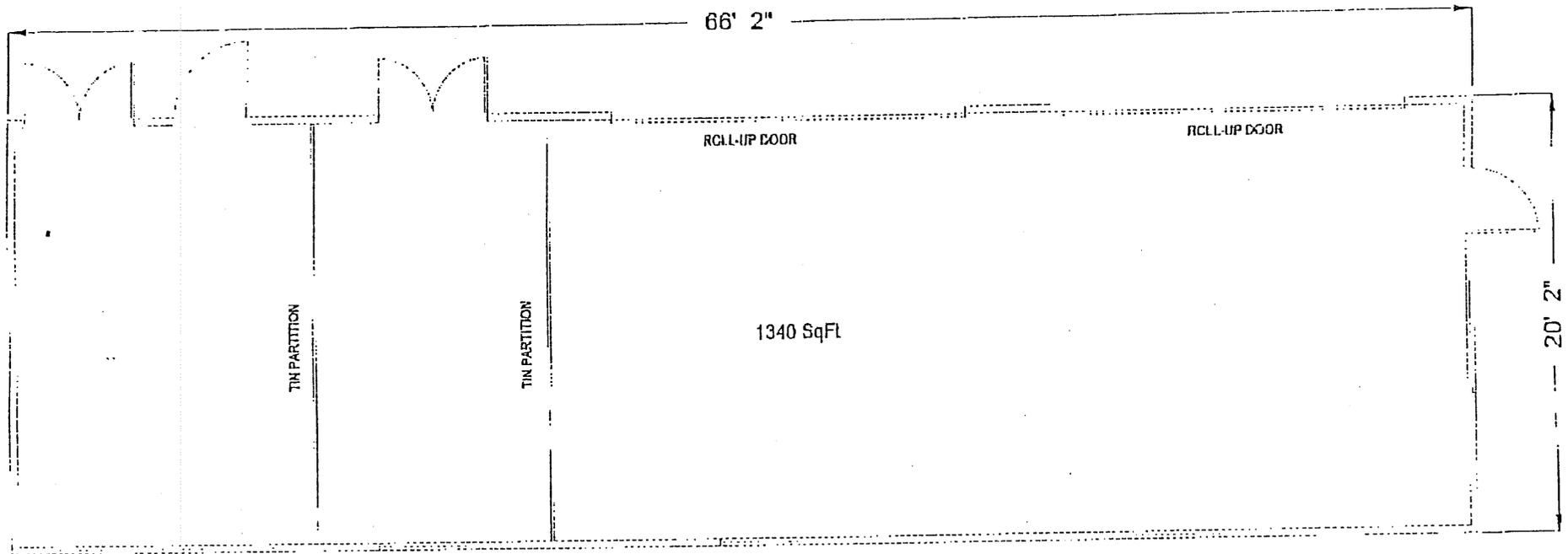
LICENSEE:

SKYDIVE LONG ISLAND

By: _____
Name:
Title:



BLDG 006-24



BLDG 006-25

7/5/00

Town of Riverhead Community Development Agency

Adopted

Resolution # 17

Authorizes Chairman to Execute License Agreement with Excel Aire

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

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

WHEREAS, Excel Aire has requested a license agreement for 23,219 square feet square feet of Building 08-01 beginning August 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, the CDA will realize net income of \$8,707.13 per month for 23,219 square feet of Building 08-01 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>Yes</u>
Member Cardinale	<u>Yes</u>
Member Kent	<u>Yes</u>
Member Lull	<u>Yes</u>
Chairman Kozakiewicz	<u>Yes</u>

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DRAFT

LICENSE

License ("License"), made as of the ___ day of July 2000, by and between the **Town of Riverhead Community Development Agency**, having an address at 200 Howell Avenue, Riverhead, NY 11901, Attention: Andrea Lohneiss ("Licensor") and **Excel Aire**, a corporation having an address at: 200 Hering Drive, Ronkonkoma, NY 11779, Attention: Robert Sherry, President ("Licensee").

W I T N E S S E T H

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license to Licensor, the right to use approximately 23,219 square feet in Building 80-01 as depicted on Exhibit A (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 hereafter 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 August 1, 2000 (the "License Commencement Date") and shall end on the earlier of (a) February 1, 2001 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 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 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. **CONDITIONS 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 improvement 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. Invoices will be provided to Licensee monthly and re to be paid within 10 days. Specifically, Licensee must install electric meters and incur other start-up costs, including but not limited to reactivation of sprinklers, including quarterly testing as required by the Riverhead Fire Marshall, and reactivation of bathrooms. Licensee is responsible for connection of building to municipal water upon installation of the mains including design, inspection and key money.
4. **SECURITY DEPOSIT.** Licensee shall deposit with Licensor on the date hereof an amount equal to \$8,707.13 as security for the faithful performance and observation 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 \$26,121.39 and (b) on the first business day of each month commencing with November 1, 2000, an amount equal to \$8,707.13w (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 October 31, 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 A attached here (the "Parking Area"). Licensee shall be solely responsible for keeping the Parking Area free and clear of debris and snow.

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6. **PAYMENT.** The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check 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 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 aviation services (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. Licensee shall be responsible for compliance with local zoning and for obtaining all permits necessary to conduct its business, including but not limited to FAA approvals, permission from the Town of Riverhead for use of a private airfield, permission from the Suffolk County Health Department for fuel storage, Town of Riverhead Hazardous Materials Permit and Town of Riverhead Use Permit, as applicable.
- (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 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 B. 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 "Town of Riverhead Community Development Agency" and "Grubb & Ellis Management Services, Inc." as additional insureds. In the event that any items 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 that 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 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 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 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, date 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 the Licensor.

8. **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%) 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.
9. **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) Licensee 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 \$1,000 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.

10. **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.
11. **Brokers.** Licensee represents that it has not dealt with any broker or finder other than Grubb & Ellis 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.
12. **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 200 Hering Drive, Ronkonkoma, NY 11779, Attention: Robert Sherry, President, 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.
13. **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. 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 material permit from the Town of Riverhead.
- 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 13. The foregoing indemnity shall survive the expiration or sooner termination of this License.
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LICENSOR:

THE TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY

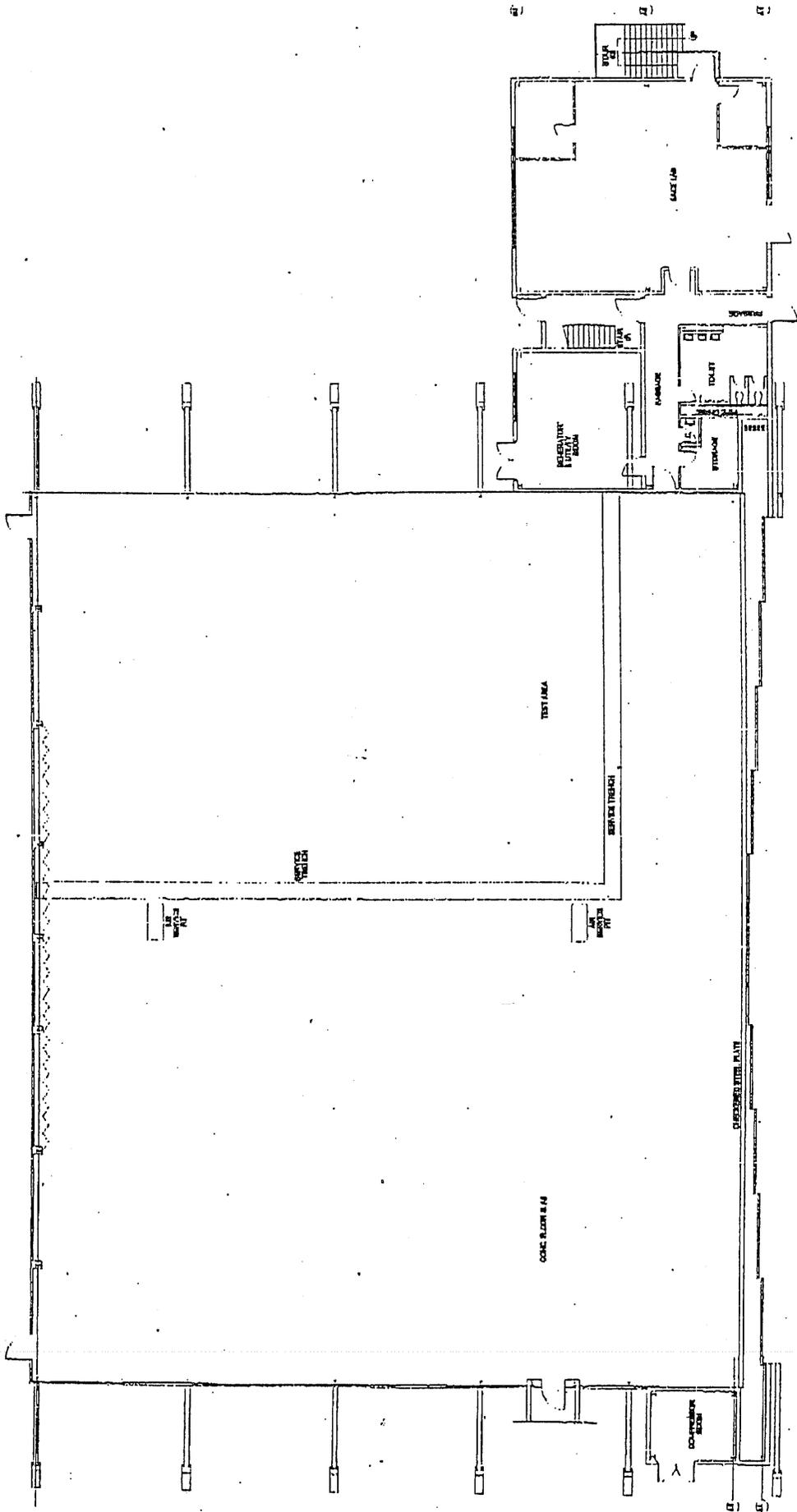
By: _____
Name:
Title:

LICENSEE:

EXCEL AIRE

By: _____
Name:
Title:

EXHIBIT A



July 5, 2000

Adopted

Town of Riverhead

Resolution # 578**AMENDS SITE PLAN APPROVAL OF TRADITIONAL LINKS, LLC****COUNCILMAN LULL**

_____ offered the following resolution,

COUNCILMAN KENT

which was seconded _____:

WHEREAS, by resolution number 118 of 2000, the Riverhead Town Board did approve the site plan application of Traditional Links, LLC the construction of a 18 hole golf course located at Sound Avenue, Riverhead; such real property more particularly described as SCTM number 0600-41-1-10.5 and 0600-41-1-4.2, and

WHEREAS, Traditional Links, LLC has made an application for amendment of such site plan approval to allow for modification of approved clearing and grading envelopes to allow the flexibility needed for proper golf course construction, and

WHEREAS, such modification has been reviewed by the Planning Department and John Raynor, P.E. and L.S. and it has been determined that such amendment is not inconsistent with any relevant SEQRA findings including that no more than 61.5 acres be cleared and that a balanced cut and fill be maintained upon the premises, 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 amendment fee, as required by Section 108-131B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 17207 of the Office of the Supervisor of the Town of Riverhead, and

WHEREAS, the Town Board has carefully considered the merits of the petition, the SEQRA record created to date, the report of the Planning Department, the report of John Raynor P.E. and L.S. as well as all other pertinent Planning, Zoning and Environmental information

THEREFORE BE IT

RESOLVED, that the Riverhead Town Board hereby approves the site plan amendment of Traditional Links, LLC to allow a modification in approved clearing envelopes, and to allow excavation of material for soil mixing as depicted upon the site plan prepared by Divney, Tung and Schwalbe dated June 20, 2000, and

BE IT FURTHER

RESOLVED, that prior to the commencement of any clearing and grading resulting from this approval an on site inspection and job meeting involving the Planning Director, John Raynor P.E. & L.S. and the applicant in order to identify any and all appropriate precautions to be adhered to during construction

BE IT FURTHER

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

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

Adopted

July 5, 2000

TOWN OF RIVERHEADRESOLUTION # 579**CLASSIFIES ACTION, DECLARES LEAD AGENCY AND DETERMINES
SIGNIFICANCE OF CONDOMINIUM HOUSING DEVELOPMENT OF
THE RIVER CLUB, LLC****COUNCILMAN CARDINALE**

_____ offered the following resolution, which was seconded

COUNCILMAN LULL

by _____:

WHEREAS, the Riverhead Town Board is in receipt of a petition from the River Club, LLC pursuant to Sections 108-15 A(10) and 108-20 of the Town Code for the construction of a 222 unit condominium complex including clubhouse, pool, tennis courts and boat docks on approximately 55.1 acres of land zoned Residence 'C' such site being more exactly described as: SCTM 0600-130-1-9 through 11 & 18 through 51; 130-3-1 through 47; 130-4-1 through 7; 131-1-15 through 33; 131-2-1 through 30 and 35 through 40; 131-3-7 through 19, 28 & 32, and

WHEREAS, a Full EAF and supporting documentation were provided as part of the petition, and

WHEREAS, the Riverhead Planning Department has reviewed these materials and determined the action to be Type I pursuant to 6NYCRR Part 617.4 requiring coordinated agency SEQR review, and

WHEREAS, that review was undertaken eliciting no involved agency interest in the role of lead agency, and

WHEREAS, the Planning Department by preparation and evaluation of its SEQR staff report has recommended that the action may have a significant environmental impact, now

THEREFORE, BE IT

RESOLVED, that the Riverhead Town Board declares itself to be the lead agency on the petition for the condominium complex of the River Club, LLC, and

BE IT FURTHER

RESOLVED, that the petition be considered a Type I action which may have a significant impact upon the environment and that a Draft Environmental Impact Statement will be prepared, and

BE IT FURTHER

RESOLVED, that the Riverhead Planning Department is hereby directed to publish and post the notice of significance as required by SEQR, and

BE IT FURTHER

RESOLVED, that the applicant shall submit a draft scope of issues to the Riverhead Planning Department pursuant to 617.8 being guided by the content of the SEQR staff report and notice of significance, and

BE IT FURTHER

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Planning Department and to the applicant or his agent.

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

July 5, 2000

TOWN OF RIVERHEADRESOLUTION # 580**CLASSIFIES ACTION AND DECLARES LEAD AGENCY ON CHANGE OF ZONE AND ATTENDANT PETITIONS OF MIDROAD PROPERTIES, LLC AND REFERS PETITION TO PLANNING BOARD**

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

WHEREAS, the Riverhead Town Board is in receipt of a petition from MidRoad Properties to alter the prevailing zoning of a 77.6 acre parcel from Agriculture 'A' to Residence 'RC' with the ultimate intention being the construction of a 126 unit Retirement Community Condominium Complex and related facilities requiring special permit and site plan approvals which petitions have not yet been made, said parcel being more particularly known as SCTM 0600-81-1-1.1, and

WHEREAS, a Full Environmental Form and other documentation was provided sufficient to describe the action as defined above and by SEQR regulations even in the absence of the petitions, and

WHEREAS, the Riverhead Planning Department has reviewed these materials and determined the action be Type I requiring coordinated agency review which coordination was undertaken eliciting no interest in the role of lead agency or substantive comment, and

WHEREAS, the Riverhead Town Board desires the recommendations of the Planning Board respecting zoning and planning issues on the change of zone petition, now

THEREFORE, BE IT

RESOLVED, that the Riverhead Town Board declares itself to be the lead agency in the zone change petition of MidRoad Properties, LLC which is considered to be a Type I action, and

BE IT FURTHER

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Planning Department and to the applicant or his agent and to forward the petition to the Riverhead Planning Board for their report and recommendation.

STAFF REPORT (SEQR)

DATE: June 19, 2000

INVOLVED AGENCY: Town Board

APPROVAL TYPE: Change of Zone, Special Permit (Site Plan)

SEQR: Classification – Type I
Significance – Pending

Name of Action: Mid Road Properties, LLC

Project: Applicant proposes to alter the zoning of a 77.6 acre parcel from Agriculture 'A' to Residence 'RC' and as a result to construct a 126 unit Retirement Community Condominium complex with clubhouse, tennis courts and pool.

Location: Northside Middle Road, approximately 250' west of Mill Road

S.C.T.M.: 0600-81-1-1.1

Special Area Concerns: (Critical Environmental Area, Wetlands, Cultural-Archeological Resources) – No CEA involvement. No wetlands on or immediately adjacent to site. No overt cultural-archeological indications. Parcel lies in the Riverhead fire and scavenger waste districts.
Groundwater Management Zone III

SEQR Classification/Lead Agency Status: Type I per 617.4(b)(3) and (5)(ii). Mandated coordinated review instituted 4/25/00. No Substantive comment received or interest in lead agency. Town Board should assume that role.

Site Visit: (Description)

None.

STAFF REPORT (SEQR) - PAGE 2

Current Zoning: Agriculture 'A'

File Correspondence:

None pertinent to this review.

Plans Provided:

Multi-Family Residential Retirement Community Mid Road Properties, LLC, by Thomas Wolpert and Howard Young, dated 3/8/00 (conceptual condominium site plan and radius map). While possibly a sufficient rendering for the zone change considerations, the site plan fails the requirements for such documents attendant to special permits, for the RC additional requirements (Section 108-119) and for Article XXVI.

STAFF REPORT (SEQR) - PAGE 3

Part I (EAF): Notes on applicant provided data – Full EAF dated 2/22/00 by T. Wolpert

The assessment role calls the piece out as held by Middle Road Associates, c/o Thomas Maloney.

Description of Action: The project plans show 2 ponds to be constructed. It must be presumed they are to be drainage improvements as no method is clearly indicated. Sanitary disposal is presumed to be by individual (per sixplex) inground systems and the lack of current service by the water district means on site wells would provide water absent a district extension.

A. Site Description:

3. Sheets 44 and 28 of the County Soil Survey calls the land out as HaA, HaB, RdB, RdC, PIB, PIC, CpC and CpE. The Riverhead & Carver groups are the predominant types. HaA is a class I (Prime ag) soil and HaB and RdB are class II. They constitute perhaps 20-25 acres of the site. RdC poses severe developmental restrictions on parking lots due to slopes (8-15%). PIB & C pose severe restrictions on landscaping due to sandy surface and PIC also to lots due to slopes (8-15%). CpC poses severe restrictions on landscaping (sandy surface) and lots (slopes 3-15%). CpE poses severe restrictions to all contemplated improvements due to sandy surface and slopes (15-35%). All the site soils are described as rapidly permeable which presents a possible pollution hazard to nearby shallow wells from subsurface sanitary discharge. Assessor's role shows all adjacent, upgradient homes (and trailer park) to be on public water.

7. The sewer topo sheets for the site (C & D 28) support this description. Steeper slopes are confined generally to the banks of several depressions (shown on site) and to a slight ridge at the south end. They are mostly localized and limited features.

B. Project Description:

1. e. 2 parking spaces per unit are to be provided.

1. g. 227 trip ends per hour is a considerable volume and a surprisingly high estimate of traffic for a community of this size and type. The 5th Edition of the ITE Manual (Use 250, Retirement Community) calls out a maximum multiplier of .34 trip ends/hour/occupied unit which would suggest 43 (42.84) per hour maximum.

1. h. The dwelling units are to be of condominium ownership.

5. In a Town largely cleared for agriculture, remaining forested areas have some local importance.

6. Three year, one phased construction period called out.

9. Would have expected there to be some sort of administrative and maintenance staff for 'common' facilities since the residences are condos.

22. If wells are not applicable to the project, an extension of the water district is in order.

23. 19,332 gpd water use would convert to a sanitary design flow of just over 153 gpd/unit. County Health design flow for planned retirement community units is 100 gpd for less than 600 sq. ft. and 150 gpd over 600 sq. ft.. The sixplexes seem to each offer two units of three different sizes (not called out) which may be averaged to this flow or other consumptive uses may have been considered such as car washing, grounds maintenance and pool use.

25. The use of overlay here could mean the petition is made to be in conjunction with the prevailing zoning as opposed to the exclusion.

STAFF REPORT (SEQR) - PAGE 4

C. Planning & Zoning:

1. The specific use in the RC zone is by special permit.
5. Maximum development as RC housing is largely dependent on Health Department sanitary discharge limits (in deep recharge) of 300 gpd/acre which largely depends on unit size and number. The Master Plan Town map shows this immediate area as Open Land Use – Public & Semi Public and the surrounding area is low density residence which the plan defines as .87-1.47 housing units/acre or 2.8-4.7 residents/acre. 67 to 114 units would fall in the above range on 77.6288 acres.
6. The unit number proposed may or may not conform to the above plan. The Master Plan and Zoning Ordinance had envisioned the RC district as providing high density housing (defined as 7.26 units/acre or 19.6 residents/acre) within the Hamlet area. The number of units contemplated falls well within the 563 high density would allow on 77.6288 acres but the piece isn't in the Hamlet. Whether the subject housing and services are appropriate here is the Board's call.
7. Also Industrial 'B' zoning at landfill and other parcels near it.
8. Some issue of compatibility with the (inactive) landfill, yard composting site and nearby transfer station. Project is clustered well away and buffered by woods.
10. Extension of public water (district) called for its seems.
11. Only education demands are unlikely to be involved entirely.
12. Traffic generation as given herein is significantly above existing levels. That expected from the ITE is not.

D. Informational Detail: by Coastal Environmental Corporation, dated June 7, 2000

- Pg. 4. Municipal water may be "accessible", but the service district does not currently include this parcel.
- Pg. 9. As stated before, HaA & B, RdB & C, PIB & C and CpC & E comprise the site as shown on sheets 44 and 28 of the County Soil survey. The conceptual site plan shows development on slopes of up to 20%. Middle Road does not intersect with CR 58 on the west.
- Pg. 10. The drainage facilities mentioned in the general description must be presumed. None are depicted on the site plan. The two proposed aesthetic ponds may or may not play a part in this role.
- Pg. 10 & 11. The discussion of the project's purpose is clear. It's need less so. I believe the 1987 County Study referenced set a numerical value on both the number of seniors and the housing units necessary to satisfy demand. What would be useful here to demonstrate need, would be to compare the over 65 number against the total of retirement units that have been provided since 1987. The study was used to justify the John Wesley II (220 units), Suffolk Old Farms (now Sunken Pond, 192 units) and Pond View (now Saddle Lakes, 200 units) projects. Riverhead Landings has also added 44 units for a total of 200 and 296 are proposed as North Fork Knolls. 80 are being discussed as the Ostrander Gardens project.
- Pg. 13 & 14. The primary community service impact of this petition would be senior services (nutrition center, dial-a-ride, etc.). We would not have expected school district demand from a retirement complex. This discussion does not indicate if the ongoing and projected senior housing construction would adversely burden the hospital's facilities or the Riverhead Ambulance Corps which are other expected needs.
- Pg. 14. As discussed earlier, 227 trip ends is an unexpectedly high volume of hourly traffic from such a use. I would not agree that this is an insignificant or minor increase if accurate. The rather low existing traffic level on Middle Road may be such that the new trips could be absorbed without lowering service

STAFF REPORT (SEQR) - PAGE 5

levels at the nearby nonsignalized intersections below "acceptable", but would certainly lower these levels considerably. The design state of the nearby roads is reflective of rural low volume flows.

Pg. 17. The discussion of nest parasitism seemingly intends to argue that such a phenomenon is possible over much of the site now (under the range of effect given) and that any development of the parcel would eliminate whatever site portion is beyond the 400' range. I believe the text means to say that the invasion occurs up to that distance from the forest edge not at least. At any rate, the underlying argument, that the clustering to the south provides for the least area of forest lost and leaves the most contiguous assemblage possible (together with woods and wetlands to the west), is I believe correct. That design (as stated) also provides visual and auditory buffers to the landfill area and to any of its adverse effects. This is true however only if the retention remains as is. If, due to the provision of public sewerage or to some as of right density demonstration similar to that made on Riverhead Landings, additional units are added, then the benefits are lost accordingly. The instant application's mitigation merely becomes the location for future expansion made possible by its having been granted.

Pg. 18. Again. The Countywide trend towards an aging population, needs a comparison to Countywide steps to address the need. For all we know, a sufficient number of housing units is already in the pipeline.

STAFF REPORT (SEQR) - PAGE 6Part II (EAF): Potentially large impacts

- I. Land: For construction on slopes of 15% or more or where general slopes exceed 10% and which will continue for over one year.
- II. Water: For potential groundwater (water supply) contamination, use of over 20,000 gpd water, storage or over 1,100 gallons of petroleum or chemical products and potential erosion.
- III. Plants & Animals: For removal of over 10 acres of locally important vegetation & resultant impact on wildlife.
- IV. Agricultural Land Resources: For conversion of over 10 acres of prime (Class I & II) agricultural soils.
- V. Transportation: For impact of generated trips on area roads and patterns of traffic.
- VI. Public Health: For potential degradation of the public's sole source of potable water.
- VII. Growth & Community Character: For possible conflict with adopted plans or goals, demand on community services and possible precedent setting.

STAFF REPORT (SEQR) - PAGE 7Part III (EAF): Impact Evaluation/Significance Determination

The project plans depict construction on slopes of up to 20% (in small localized areas) and the proposed development site is largely composed of slopes in excess of 10%. The County soils survey description of the area calls out soils with slopes of this severity or greater and also the advisory that they could severely restrict such developmental aspects as landscaping and parking lots. A comparison of the estimated soil group locations and the contemplated buildout suggests that there could be some concern as to structural integrity and that considerable erosion effecting the subject and adjacent lands is possible. The project is proposed to build out over a period of three years (exceeding the one year large and important threshold) which may be a reflection of the project's size and complexity and the difficulty of its locating on these soils. This issue could be even more troublesome if site runoff isn't properly handled and the site plan and EAF provided does not describe any such improvements.

When all consumptive use is considered, the project is likely to exceed the 20,000 gpd large and important groundwater use level. Aside from the quantity impact, there is a quality impact potential resulting from the combination of sanitary leachate, the storage and use of landscaping maintenance materials, pool chlorine and of the likely storage of petroleum (heating oil) possibly above the 1,100 gallon large and important threshold. Groundwater is the sole source of the public water supply and contamination impacts to it are of special importance in this a deep recharge zone.

The development will remove approximately 35 acres of forested habitat which exceeds the 10 acre large and important threshold. In a Township largely cleared for agriculture, remaining wooded areas have some local importance. The loss of this cover has a commensurate impact on the wildlife dependent on it. Unless there are other areas available for them to occupy with excess carrying capacity sufficient to support them, their population is reduced in number. There are also the aesthetic and biotic benefits treed coverage provides the community such as visual and noise buffering, windbreak, dust filtering, shading and cooling, CO₂ uptake and O₂ production.

The site contains approximately 20-25 acres of prime (Class I & II) agricultural soils. Perhaps as much as the 10 acre large and important threshold could be lost to the development which could conflict with the GEIS on preservation of farmland which document reflects the importance of the agricultural industry in this Town.

The project data projects the generation of a maximum of 227 trip ends/hour. Such an increase in vehicle movements could have a profoundly adverse effect on area roads and traffic patterns. Not only would service levels on these roads and nearby nonsignalized intersections be drastically lowered (possibly below standard acceptable levels, certainly by user perception), but their engineering and design (for the current low, rural volume) may be insufficient to safely handle the added traffic.

The plans and goals at issue is principally the zoning ordinance. The zone change requested and necessary to support the ultimate intent is a district which that ordinance envisioned to be provided in the Riverhead Hamlet area. The subject site lies outside the Hamlet boundary and its proposed type and density of use as called out by the 1973 Master Plan and current zoning differs greatly from that which could be realized by the change. Not all of which appears before us at this time. The purposes of the

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Master Plan and Zoning Ordinance may be compromised to some extent as may the amendments which result from the pending update of both. Also at issue is the lack of conformance of the conceptual site plan provided with the site plan requirements for special permits and for ultimate site plan approval. Depictions such as landscaping, drainage, water and sanitary service and supporting computations are absent. Provision of this use here could set some precedent for other sites outside the Hamlet or for future development of this site. While Town services such as the school district are unnecessary to this kind of use, others such as the nutrition center, dial-a-ride or the Ambulance Corps could well be. These services may also be burdened by other similar projects pending in the Town.

EVALUATION

This office's experience has taught it that the constraints of the soils and slopes attendant to this proposal while challenging, can be overcome by proper site design and engineering to insure structural integrity and by making adequate mitigation measures against erosion on and off site a part of the construction process. It is clearly in the developer's interest to undertake the former and the latter (silt barriers, use of dust control measures, undertaking the activity to limit the area and duration of exposure, rapid vegetative stabilization) can be (and should be) stipulated as part of the site plan approval. Adequate drainage and other services will be a part of that process including the extension of the water district. The three year construction period may well be evidence of a measured construction pace for this very reason. It should also be noted that the steeper slopes are modest features in profile and occur localized over the whole parcel. Outright avoidance may not be possible and the intention of clustering at the south end limits the overall site disturbance and is likely a preferable option to spreading the units out on the lesser slopes over the whole site. It is believed that given the attentions above, the project will do the best that can be done with the location and its character and would not benefit from an EIS.

The agency feels it can place a justified reliance on existing involved agency authority to judge the importance of water quality and quantity. The volume of water will be provided either by the EAF referenced extension of the water district or by an on site supply well under the approval of the Health Department and DEC (if greater than 45 gpm) absent that extension. An EIS isn't necessary for them to carry out this administration of their function. Likewise the quality issue. The overall sanitary loading will by necessity of Health Department approval, conform to the statutes designed to protect groundwater. The only bulk storage above the 1,100 gallon level is likely to be heating oil whose storage can be made by them to comply with the best available practices to guard against release. As the site is in deep recharge, the use and storage of toxic or hazardous substances (fertilizers, pesticides, pool chlorine, pond algacides, etc.) is subject to Articles VII and XII of the Sanitary Code which again has groundwater protection as its aim.

The aforementioned clustering, in addition to limiting the effects on land of site clearing, also limits the area of forested cover which will be inevitably lost to the development of this site. The amount may be the least that can be practically managed though I would suggest that areas could and should be left in the open areas between building clusters and around the ponds. Again this design would not benefit from an EIS but (as discussed below) this mitigation must be preserved for the long term.

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Although more than 10 acres of prime ag soils may be converted even under the clustered plan, those soils are checkerboarded with non-prime soils of sloped character which condition and farming constraint is the likely reason the land was never cleared for that use. It isn't likely that any meaningful farmplot or agricultural preservation could be realized from this land and so this issue should not be considered important except to prevent construction (erosion, siltation) or use impacts (traffic) from adversely affecting the farmland to the west.

The issue of generated traffic of this scale under these circumstances is in my view, a significant one. The volume again seems very high compared to predictions by the Institute of Traffic Engineers Manual and may simply be a miscalculation. It is however the applicant's presentation in the initial EAF and was not disputed in the subsequent project narrative.

As recounted earlier, the requested zone change would allow for high density housing, though the zoning ordinance describes it as within the Hamlet (the subject site is outside). The Master Plan calls the project site out as Open Land Use – Public & Semi-Public and the surrounding lands as low density residential which the plan defines as .87-1.47 housing units/acre or 2.8-4.7 resident persons/acre. 67 to 114 units or 217 to 364 persons could result on this 77.6288 acre site. The Master Plan defines high density as 7.26 units and 19.6 residents/acre. The site could support 563 units or 1,521 residents under those terms. The instant intention of 126 units is a bit greater than the low density but far less than the high. The actual density limitation is currently more a function of the Sanitary Code's limit on flow of 300 gpd per acre or approximately 23,100 gpd (per the EAF narrative). Design flow of 100 gpd/unit (for less than 600 sq. ft.) would allow 231 units of that size and design of 150 gpd (for greater than 600 sq. ft.) 154. The size of the 126 units isn't given so their flow at present can't be estimated (or resident number for that matter). The plan depiction seems to indicate 2 units each of three different sizes in each of the sixplexes. If public sewerage is ever provided, the maximum units allowed by the prevailing zoning could seemingly be realized. On site community sewerage would allow an increased number commensurate to the discharge limitations set on the facility. The clustering of the project as currently before us on the south end and the resultant preservation of forest on the north is advanced as the most practical reduction to loss of habitat and natural resource impact mitigation. This loss is pointed out as below that of a clustered, detached, single family residential development of as of right density. The retention is also given as mitigation to the aesthetic, nuisance and other impacts of the landfill and similar uses in that area and as called out above, it is a mitigation to the developmental impacts on the land itself. If this preserved area is an argument for the favorable review of the zone change and special permit approvals, it can't then become a part of some future project expansion made possible because of them. This was somewhat the case with the Riverhead Landings project. A conservation easement over the preserved area would eliminate this concern. At any rate, the approval should I think set the specific level of development it would allow and where.

SIGNIFICANCE

The action is Type I with at least some potentially large and important impacts. Many have been already demonstrated to be within the purview of existing agency authority and suitable topics for handling in that manner. It is quite probable that the remaining topics can be adequately explored and mitigations made outside the processes of an EIS as well (the Board may not even agree on the importance of those

STAFF REPORT (SEQR) - PAGE 10

described). I'm of the view that given the guarantee of the solutions already offered and additional information, a neg dec could be a justified conclusion.

Beginning first with the question of need on which the whole chain of project events would seem to depend. The 1987 County Study of this topic referenced in the narrative I believe set some numerical goal on elderly housing units. Since then the Town has approved approximately 812 units and 376 are under review or discussion. Some demonstration of a necessary number of units in excess of those in the process seems reasonable especially given the application of the zone outside its planned area and the pending Master Plan update. The creation of this housing Countywide should be provided us. I don't think the Board would desire the Town to be the sole locus of this use important as it is. The Board is otherwise capable at present to determine if the housing and services are appropriate at this location though they could ask for any information they feel helps that evaluation. Some consideration must be given to demand of this project on community services (coupled with that of the others recounted earlier). The narrative focused on the school district which this writer would not have believed an issue for a retirement community. Expected demands would be on the nutrition center, dial-a-ride, the ambulance corps, etc. I've no notion on how Central Suffolk Hospital views the number of existing and proposed elderly housing units and the impact on their function. Perhaps the petitioner could provide input from them. Some description of the services the project would offer (recreation, transportation, assisted care, etc.) would be of use. Some definitive final project density and the degree to which the instant project plans reach that end should be provided. Finally, the trip generation given should be the subject of closer scrutiny. In essence, show us the calculation that resulted in the 227 trip ends/hour. If this does not result in something approximating the 40-50/hour the ITE forecasts, we are due an explanation. If the number remains excessive, then a detailed traffic analysis that examines existing service on area roads and imposes the traffic on them is appropriate.

In the interim, a resolution referring the zone change petition to the Planning Board is provided.

THE VOTE

Danieski Yes No Cardinals Yes No

Kent Yes No Lu' Yes No

Kozakiewicz Yes No

THE RESOLUTION WAS WAS NOT

THEREUPON DULY ADOPTED

Adopted

7/5/00

TOWN OF RIVERHEAD

Resolution # 581

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.

(INDEX NO. 00-14530)

COUNCILMAN KENT 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, Eileen Miller, et al. v. Robert Kozakiewicz, Supervisor, et al. (Index No. 00-14530); 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

Denshold Yes No Cardinals Yes No

Kent Yes No Lull Yes No

Kozakiewicz Yes No

THE RESOLUTION WAS WAS NOT

THEREUPON DULY ADOPTED

Adopted

7/5/00

TOWN OF RIVERHEAD

Resolution # 582

AUTHORIZES THE LAW FIRM OF SMITH, FINKELSTEIN, LUNDBERG, ISLER & YAKABOSKI, LLP AS SPECIAL COUNSEL IN CONNECTION WITH THE LAWSUIT ENTITLED. SOMARGA, LLC V. TOWN OF RIVERHEAD

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

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, Somarga, LLC v. Town of Riverhead; 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
Densieski Yes No Cardinale Yes No
Kent Yes No Lull Yes No
Kozakiewicz Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

Adopted

Date July 5, 2000

TOWN OF RIVERHEAD

Resolution # 583

DIRECTS RIVERHEAD DEVELOPMENT CORPORATION (RDC)
AND GRUBB & ELLIS NEW YORK, INC.
TO REJECT WITHOUT CONSIDERATION ANY AND ALL
REGULARLY SCHEDULED COMMERCIAL AIRLINE BUSINESS
AT THE CALVERTON SITE

 COUNCILMAN DENSIESKI offered the following

resolution, which was seconded by COUNCILMAN CARDINALE

WHEREAS, the residents of the Town of Riverhead have consistently supported aviation activity within the town limits, while they have also steadfastly objected to regularly scheduled commercial airline business; and

WHEREAS, the town residents have been bombarded with totally erroneous information from opponents of aviation use at the former Grumman aviation testing facility in Calverton, known as Enterprise Park at Calverton (EPCAL); and

WHEREAS, this legislative body of the Town of Riverhead wishes, in unison, to quell all debate regarding regularly scheduled commercial airline business or cargoport business with reference to the Calverton site.

NOW, THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby directs the RDC and Grubb & Ellis (the town's broker in connection with this site) to reject without consideration any and all offers to purchase, lease, license or use the EPCAL facility for regularly scheduled commercial airline business; 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 Development Corporation; Grubb & Ellis new York, Inc., 95 Broadhollow Road, Melville, New York 11747; the Riverhead Community Development Agency; the Riverhead Industrial Development Agency, the Riverhead Planning Department; the Riverhead Building Department; and the Riverhead Town Attorney.

305A
COUNCILMAN CARDINALE OFFERED THE RESOLUTION TO BE AMENDED, WHICH WAS
SECONDED BY COUNCILMAN KENT.

THE VOTE: DENSIESKI, NO, CARDINALE, YES, KENT, YES, LULL, NO, AND
KOZAKIEWICZ, NO.

THE RESOLUTION WAS THEREUPON DECLARED TO BE NOT ADOPTED.

(AMENDMENT BEING FOR GENERAL AVIATION USE. In paragraph Now, Therefore, Be
it resolved)

COUNCILMAN DENSIESKI OFFERED THE RESOLUTION, WHICH WAS SECONDED BY COUNCILMAN
CARDINALE AS WAS ORIGINALLY WRITTEN.

THE VOTE: DENSIESKI, YES, CARDINALE, YES, KENT, YES, LULL, YES AND
KOZAKIEWICZ, YES.

THE RESOLUTION WAS THEREUPON DECLARED TO BE DULY ADOPTED.

Adopted

TB 7/5/00

TOWN OF RIVERHEAD

RESOLUTION # 584
ADOPTED JULY 5, 2000

AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS ON THE APPLICATION OF TRAFFIC PAINT STRIPING

COUNCILMAN KENT OFFERED THE FOLLOWING

RESOLUTION WHICH WAS SECONDED BY COUNCILMAN LULL.

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to advertise for sealed bids for the application of TRAFFIC PAINT STRIPING for the use of the Town of Riverhead Highway Department, AND BE IT,

RESOLVED, that the specifications and forms for bidding be prepared by the Superintendent of Highways, and all bids to be returnable up to 11:00 A.M. on JULY 24, 2000, AND BE IT FURTHER,

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to open publicly and read aloud on JULY 24, 2000 at 11:00 A.M. at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, all sealed bids bearing the designation "BID ON TRAFFIC PAINT STRIPING".

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

NOTICE TO BIDDERS

Sealed bids for the application of "TRAFFIC PAINT STRIPING" for the use of the Riverhead Highway Department will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until 11:00 A.M. on July 24, 2000.

Instructions for bidders, specifications and forms may be obtained at the office of the Town Clerk at the Town Hall Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M..

All bids will be submitted on the bid form provided. Any and all exceptions to the specifications will be listed on a separate sheet of paper bearing the designation "Exceptions to the Specifications", and attached to the bid form.

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

All bids will be submitted in a sealed envelope bearing the designation "**BID on TRAFFIC PAINT STRIPING**".

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

Adopted

TB 7/5/00

TOWN OF RIVERHEAD

RESOLUTION # 585
ADOPTED JULY 5, 2000

AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS ON PRECAST CONCRETE DRAINAGE RINGS & ASSOCIATED ITEMS

COUNCILMAN CARDINALE OFFERED THE FOLLOWING

RESOLUTION WHICH WAS SECONDED BY COUNCILMAN DENSIESKI.

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to advertise for sealed bids for the purchase of PRECAST CONCRETE DRAINAGE RINGS & ASSOCIATED ITEMS for the use of the Town of Riverhead Highway Department, AND BE IT,

RESOLVED, that the specifications and forms for bidding be prepared by the Superintendent of Highways, and all bids to be returnable up to 11:05 A.M. on JULY 24, 2000, AND BE IT FURTHER,

RESOLVED, that the Town Clerk of the Town of Riverhead be and is hereby authorized to open publicly and read aloud on JULY 24, 2000 at 11:05 A.M. at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, all sealed bids bearing the designation "BID ON PRECAST CONCRETE DRAINAGE RINGS & ASSOCIATED ITEMS".

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

NOTICE TO BIDDERS

Sealed bids for the application of “PRECAST CONCRETE DRAINAGE RINGS & ASSOCIATED ITEMS” for the use of the Riverhead Highway Department will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until 11:05 A.M. on July 24, 2000.

Instructions for bidders, specifications and forms may be obtained at the office of the Town Clerk at the Town Hall Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M..

All bids will be submitted on the bid form provided. Any and all exceptions to the specifications will be listed on a separate sheet of paper bearing the designation “Exceptions to the Specifications”, and attached to the bid form.

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

All bids will be submitted in a sealed envelope bearing the designation “BID on PRECAST CONCRETE DRAINAGE RINGS & ASSOCIATED ITEMS”.

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

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 586

AWARDS BID FOR CLIFF ROAD WEST DRAINAGE IMPROVEMENT PROJECT

Adopted: June 20, 2000

COUNCILMAN DENSIESKI

offered the following resolution, which was

seconded by COUNCILMAN KENT.

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for the Cliff Road West Drainage Improvement Project; and

WHEREAS, bids were received, opened and read aloud on the date and time given in the notice.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Cliff Road West Drainage Improvement Project be and is hereby awarded to Bove Industries, Inc., the lowest responsible bidder, in the amount of \$147,784; and

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

THE VOTE

Densieski Yes No Cardinale Yes No

Kent Yes No Kull Yes No

Kozakiewicz Yes No

THE RESOLUTION WAS WAS NOT

THEREUPON DULY ADOPTED

Adopted

07/05/00

AWARDS BID FOR EXTENSION NO. 56
SUNKEN POND ESTATES, SECTION 1

RIVERHEAD WATER DISTRICT

Adopted 07/05/00

RESOLUTION # 588

Councilperson COUNCILMAN CARDINALE offered the following resolution which was seconded by Councilperson COUNCILMAN KENT

WHEREAS, this Town Board did authorize the advertisement for bids for the installation of water mains and appurtenances to be known as Extension No. 56 of the Riverhead Water District, and

WHEREAS, the Town Clerk was authorized to advertise for such bids, and

WHEREAS, all bids received were opened and read aloud on the date and time advertised in the notice, and

WHEREAS, it has been recommended by H2M, consulting engineers to the Riverhead Water District, by letter dated June 26, 2000, that the bid be awarded to Alessio Pipe & Construction of Huntington Station, New York in the total bid amount of \$86,896.20

NOW, THEREFORE, BE IT

RESOLVED, that the bid for the installation of water mains and appurtenances for Extension No. 56 be and is hereby awarded to Alessio Pipe & Construction of Huntington Station, New York, in the bid amount of \$89,896.20 and be it further

RESOLVED, that the Town Clerk forwarded certified copies of this resolution to Alessio Pipe & Construction; Frank Isler, Esq.; H2M, and Gary Pendzick, and the Accounting Department, be it further

RESOLVED, that the Town clerk is hereby authorized to return to all the unsuccessful original bidders their respective bid security and it is further

RESOLVED, that upon completion of fully executed contracts and the filing of said contract with the Town Clerk, the Town Clerk is hereby authorized to release to the successful bidder the bidder's bid security.

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

Adopted

07/05/00

AWARDS BID FOR HUBBARD ESTATES

RIVERHEAD WATER DISTRICT

Adopted 07/05/00

RESOLUTION # 589

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

WHEREAS, this Town Board did authorize the advertisement for bids for the installation of water mains and appurtenances for Hubbard Estates, and

WHEREAS, the Town Clerk was authorized to advertise for such bids, and

WHEREAS, all bids received were opened and read aloud on the date and time advertised in the notice, and

WHEREAS, it has been recommended by H2M, consulting engineers to the Riverhead Water District, by letter dated June 27, 2000, that the bid be awarded to PAT NOTO, INC. of Bay Shore, New York in the total bid amount of \$23,330.90

NOW, THEREFORE, BE IT

RESOLVED, that the bid for the installation of water mains and appurtenances for Hubbard Estates be and is hereby awarded to Pat Noto, Inc., of Bay Shore, New York, in the bid of \$23,330.90 and be it further

RESOLVED, that the Town Clerk forwarded certified copies of this resolution to Pat Noto, Inc.; Frank Isler, Esq.; H2M, and Gary Pendzick, and the Accounting Department, be it further

RESOLVED, that the Town clerk is hereby authorized to return to all the unsuccessful original bidders their respective bid security and it is further

RESOLVED, that upon completion of fully executed contracts and the filing of said contract with the Town Clerk, the Town Clerk is hereby authorized to release to the successful bidder the bidder's bid security.

THE VOTE

Densleski Yes No Cardinals Yes No

Kent Yes No Lull Yes No

Kozakiewicz Yes No

THE RESOLUTION WAS WAS NOT

THEREUPON DULY ADOPTED

July 5, 2000

Adopted

TOWN OF RIVERHEAD

AWARDS BID FOR POLICE UNIFORMS

RESOLUTION #590

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

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for **POLICE UNIFORMS**;

WHEREAS, one bid was received, opened, and read aloud on the 26th day of June, 2000, at 11:05 a.m. at Town Hall, 200 Howell Avenue Riverhead, New York 11901, the date, time, and place given in the notice to bidders.

NOW, THEREFORE, BE IT

RESOLVED, that the bid for **POLICE UNIFORMS**, be and is hereby awarded to Standard Law Enforcement Supply Co., from July 5, 2000 through July 19, 2002

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Standard Law Enforcement Supply Co., the Police Department and the Purchasing Department.

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

July 5, 2000

Adopted **Tabled**
 07/18/00
TOWN OF RIVERHEAD

AWARDS BID FOR SPORTS EQUIPMENTRESOLUTION #591

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

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for **SPORTS EQUIPMENT**;

WHEREAS, bids were received, opened, and read aloud on the 12th day of June, 2000, at 11:05 a.m. at Town Hall, 200 Howell Avenue Riverhead, New York 11901, the date, time, and place given in the notice to bidders.

NOW, THEREFORE, BE IT

RESOLVED, that the bid for **SPORTS EQUIPMENT**, be and is hereby awarded, from July 5, 2000 through July 5, 2001, as follows:

All American/Riddell – Items # 7, 9, 10, 11, 12, 14, 16, 17, 18, 19, 20, 21, 28, 33, 35, 43, 45, 47, 49, 53, 54, 64, 75, 79, 80, 89, 90, 131, 140, 144, 147, 153, 173

Sports Supply Group/Passons – Items # 1, 2, 3, 4, 5, 6, 8, 13, 15, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 34, 36, 37, 38, 39, 40, 41, 42, 44, 46, 48, 50, 51, 55, 56, 57, 58, 60, 61, 62, 63, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 81, 82, 83, 84, 85, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 105, 106, 107, 108, 109, 110, 111, 114, 115, 120, 121, 122, 123, 124, 125, 129, 130, 132, 133, 134, 138, 139, 141, 142, 143, 145, 148, 149, 150, 151, 152, 158, 160, 161, 162, 166, 167, 168, 169, 170, 171, 172, 176, 178, 179, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 197, 198, 199, 200, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 218, 219, 220, 221, 222, 224, 225, 253, 256, 257, 258, 259, 260, 261, 262, 263, 264, 266, 267, 268, 269, 271, 272, 273, 274, 275, 276, 277, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 290, 291, 292, 293, 294, 296, 297, 298, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 341, 342, 343

Calree Co. – Items # 112, 113, 116, 117, 118, 119, 154, 155, 156, 157, 159, 163, 164, 165, 179, 180, 181, 182, 193, 194, 195, 196, 217, 223, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 299, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to All American/Riddell, Sports Supply Group Inc. dba Passons Sports, Calree Co., the Juvenile Aid Bureau, Recreation Department and the Purchasing Department.

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#	DESCRIPTION	PASSON	RIDDELL	CALREE
FOOTBALL				
1	Football Chain Set with Down Box, MSDBCCOL	98.00		
2	Weighted Anchorless Pylons (4x4x18"), MSDBCRO	20.18		
3	Wilson Football Size TDJ	19.11		
4	Wilson Football Size K2	17.83		
5	Wilson Football Size TDJ (BLEM)	19.11		
6	Wilson Football Size K2 (BLEM)	17.83		
7	Girdle Shells - Riddell GSP		7.80	
8	Girdle Pads - ProDown P3301400	3.46		
9	Ridell Football Helmets w/ Facemask Model Little Pro Color White, FBLPR		40.00	
10	Ridell Football Helmets w/ Facemask Model Little Pro Color Dark Blue (N.Y. Giants Logo)		40.00	
11	Ridell Football Helmets w/ Facemask Model VSR2-Y Air Color White, FBV		54.50	
12	Ridell Football Helmets w/Facemask Model VSR-Y Air Color Dark Blue (N.Y. Giants Logo)		54.50	
13	Riddell PJP - Color Royal w/ White Full Block Numbers	8.31		
14	Neck Rolls, Riddell 48125		8.16	
15	Goal Post Pads (4 1/2" Post), MacGregor G808YV4X	89.00		
16	Ridell Jaw Pads (45725)		2.40	
17	Ridell Jaw Pads (45728)		2.40	
18	Ridell Shoulder Pads Power F-60		22.50	
19	Ridell Shoulder Pads Power F-80		22.50	
20	Ridell Shoulder Pads Power F-100		22.50	
21	Ridell Shoulder Pads Power F-130		29.25	
22	Pro Down Shoulder Pads SP-26 - Size X Small, HAWK PSP261	19.11		
23	Pro Down Shoulder Pads SP-26 - Size Small, HAWK PSP2620	17.33		
24	Pro Down Shoulder Pads SP-26 - Size Medium, HAWK PSP26	21.07		
25	Pro Down Shoulder Pads SP-26 - Size Large, HAWK PSP26400	23.56		
26	Shoulder Pad Elastic Strap 1" (Roll), FBRE100B	15.63		
27	Shoulder Pad Elastic Strap 1 1/2" (Roll), FBRE150B	22.27		
28	Shoulder Pad Laces - Color Black, Riddell 1501BK		11.50	
29	1" Nylon Belts w/ D-Ring - Color White, FBBLT1	0.71		
30	Mouthpieces w/ Strap, MSMOUT	0.19		
31	Scrimmage Vests - Youth Sizes, C46Y	2.16		
32	Scrimmage Vests - Adult Sizes, C46	2.18		
33	Riddell GPN - Football Game Pants w/ Belt Loop - Color White		28.10	
34	Football Game Pants w/ Belt Loop - Color White (Sheen), FBY	21.88		
35	Football Practice Pants - Color White, Riddell PPP		9.90	
36	Shoulder Pad T-Hooks 1", FBTH100X	8.89		
37	Bike football jersey #1564 (youth full length), Royal w/ 2 colo	14.86		
38	Bike football jersey #1564 (youth full length), White w/ 2 col	14.86		
39	Airlite youth football knee pads #P3801000	1.44		
40	Airlite youth football thigh pads #P3804000	3.76		

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41 Airlite youth 3-piece hip pad set #P3801400	2.24	
42 Youth football knee pads #KP-17 P2003100	2.36	
43 Riddell youth polyester football girdle shell #GSP-Y		7.80
44 Riddell youth practice football jersey w/ numbers, color: roya	8.31	
45 Riddell youth game football jersey w/ 2 color full bolck #'s, color: royal #Y		16.90
46 Shoulder Pad T-Hooks 1 1/2", FBTH150X	9.57	
47 Shoulder Pad Swivel T-Hooks 1 1/2", Riddell 1203		0.45
48 Ridell or Equivalent Chin Straps - 4 Point Low Hook Up, FBCE	1.88	
49 Low Hook Up Chin Strap (4 Point) - Riddell 45710 Hard Cup		5.00
50 Pro Down Youth Flak Vest, P7520000	8.72	
51 Chin Strap Snaps, FBLSSXXX	433.00	*\$4.33
52 Neuman Wrist Coach (Wristband w/ Game Plan Compartment), FBWC3XXX		
53 Inflation Kits for Ridell VSR2-Y Helmets		5.99
54 Tackling/Blocking Dummy 48", Riddell R-14 V13		56.75
55 Pro Down 18" x 44" Blocking Shield, FBDMPROX	34.56	
56 Pro Down 14" x 50" Blocking Shield, FBDM14SQ	68.46	
57 Shiver Pads, FBDMSHIV	18.04	
58 Extra Point Kicking Tee (2"), MSPATXXX	1.24	
59 Gatorade Powdered Mix Box of 20 - 8.5 oz. PAKS		
60 Coolers 5 Gallon Insulated, MSIGL05X	23.71	
61 Rollaway Football Helmet Rack (Hold 56 Helmets), STFBHRAC	98.99	
62 Shoulder Pad Rack (Holds 48 Shoulder Pads), STSHPRAC	85.51	
63 Double Wide Shoulder Pad Rack (Holds 100 Shoulder Pads), S	173.97	
64 Ridell Max Box #27517 (Assortment of Helmet Repair Parts)		94.00
65 Equipment Bags with P.A.L. Logo. MSTBAG	17.72	
66 6" Game Cones, Passons MSCONE06	1.76	
67 12" Game Cones, Passons MSCONE12	2.76	
68 15" Game Cones, Passons MSCONE15	4.98	
69 18" Game Cones, Passons MSCONE18	4.22	
70 Popcorn Machine (6 oz. Popper), Passons NEXGTP6X	451.71	
71 Popcorn Machine (12 oz. Popper), Passons NECG212X	568.21	
72 Country Harvest Popcorn Portion Packets, Passons NECGPAC	14.86	
73 Popcorn Bags, Passons NECG1029	19.93	
74 Hot Dog Steam Cooker, Passons NECTG35T	439.98	
75 Youth Football Practice Pants, White, Riddell PPPY		9.90
76 Pro Down Youth Football Practice Jerseys (royal) C33YXXXX (One color number front and back, 10" numbers)		
77 661 B Youth Football Pants (white) LL661B		
78 740 B Youth Football Jerseys (royal) LL740B (Two color number-white over red-10" number, front and back)		
79 Air helmet Pump Kit, Riddell 445		5.99
80 Air helmet Pump, Riddell 445		5.99
81 Pro Down 4 Point Chin Strap (low hook up) YLFBCE4XXX	*188.00	\$1.88
82 Pro Down Shoulder Pads-SP-16 Bulldog-Large	20.16	

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83 Pro Down Shoulder Pads-SP-16 Bulldog-X-Large	20.48	
84 Pro Down Shoulder Pads-SP-16 medium	19.43	
85 Pro Down Shoulder Pads-SP-16 small	18.03	
86 Bike Non-Replica-Youth Football Jersey-NY Giants		
87 Bike F330-Pants with Braid		
88 Bide Non-Replica-Youth Football Pants-F300-NY Giants		
89 Youth Sized Thigh Pads, P2104000		4.20
90 Riddell 48127 Pads, Girdle		5.10
91 Youth Dazzle Football Jersey w/ 2 Color 10" #'s on front & ba	20.14	
92 Youth Football Jersey w/ 2 Color 10" #'s on front & back, C34	14.86	
93 Adult Football Pant w/ 2" Braid, FBAPP14X (XXL + 3.00 / XX	15.16	
94 Youth Football Pant w/ 2" Braid, FBYP11X (XXL + 3.00 / XX	14.16	
95 Youth Girdle Pad Set, P3301400	3.46	
96 Auxiliary Shoulder Pad, P7100000	9.71	
97 Elbow/Knee Pad, MSPD	3.12	
98 Lanyards, MSLNYD	2.52	
SOCCER		
99 Soccer Balls, Hand Stitched Synthetic Leather - Size 4, MacG	5.33	
100 Soccer Balls, Hand Stitched Synthetic leather - Size 5, MacGr	5.62	
101 Soccer Balls, Hand Stitched Leather - Size 5	8.99	
102 Shin Guards with Straps - Youth Sized MacGregor MSSOCSG	1.37	
103 Shin Guards with Straps - Adult Sized MacGregor MSSOCSG	1.63	
104 Goalie Helmets with Strap		
105 Goal Nets 3MM Twisted Poly 24' x 8' x 10', SN383SNR	42.96	
106 Goalie Jerseys - Adult Sizes, Tirade C82PS	16.48	
107 Referee Jerseys - Adult Sizes, L58	14.56	
108 Whistles, 3059XXXX BLACK PLASTIC	2.52	
109 Heavy Duty Micro Mesh Ball Bags, SNBCNETW	2.68	
110 Corner Flags, Gamecraft MSSOCFLG	33.93	
111 Cones, Passons MSCONE09, 9" lightweight	0.43	
112 T-Shirts: 8 Colors with P.A.L. Logo and Sponser Name - Adult Sizes (INCLUDES SCREENING)		5.00
113 T-Shirts: 8 Colors with P.A.L. Logo and Sponser Name - Youth Sizes, Passons C55Y (INCLUDES SCREENING)		4.50
114 Tirade Soccer Jersey #C88Y - Youth Sizes SM-LG	11.18	
115 Tirade Soccer Jersey #C88 - Adult Sizes SM-XL	13.44	
116 Tirade Mid Length Taffeta Shorts #C83Y - Youth Sizes SM-LG		6.75
117 Tirade Mid Length Taffeta Shorts #C83 - Adult Sizes SM-XL		7.50
118 Soccer Jersey with Team Sponser and P.A.L. Logo - Youth Sizes SM-LG, Passons C84		12.00
119 Soccer Jersey with Team Sponser and P.A.L. Logo - Adult Sizes SM-XL, Passons C84		13.00
120 Soccer Shorts - Youth Sizes SM-LG, Passons C83Y	7.08	
121 Soccer Shorts - Adult Sizes SM-XL, Passons C83	7.73	
122 Soccer Socks - Adult Sizes (One Dozen), Moretz C18V	21.99	
123 Soccer Socks - Youth Sizes (One Dozen), Moretz C18Y	20.39	

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124 Soccer Practice Goal-MacGregor 6660XXX	58.38	
125 Replacement Net-ZA654SOC	17.43	
126 Soccer Ball-MacGregor MCS30005, Size 5		
127 Soccer Ball-MacGregor MCS30004, Size 4		
128 Soccer Ball-MacGregor MCStr32, Size 5		
129 Tirada Polyester Soccer Jersey-C84Y, Youth Sizes	9.81	
130 Tirada Polyester Soccer Jersey-C84, Adult Sizes	12.48	
BASEBALL		
131 Baseballs - Riddell BB-HS 42203 (High School)		27.50
132 Baseballs - Mac Gregor #73C (Senior League)	24.61	
133 Softballs, Mac Gregor #12FA	23.64	
134 Bases, Mac Gregor BBBASEBO	65.50	
135 Aluminum Baseball Bat, Easton B x 19		
136 Aluminum Baseball Bat, Easton BR x 2		
137 Aluminum Baseball Bat, Worth BBBC45		
138 Aluminum Softball Bat, Easton SK11	21.35	
139 Baseball Chest Protectors - MacGregor #B70	12.56	
140 Baseball Chest protectors - Riddell 42172		10.90
141 Softball Chest Protectors - MacGregor #B80	12.99	
142 Baseball/Softball Equipment Carrier #BBEQTBAG	20.29	
143 Baseball Shinguards - MacGregor Double Knee #B66	18.97	
144 Baseball Shinguards - Riddell 42162 Double Knee		23.00
145 Baseball Shinguards - MacGregor Single Knee #B63	15.28	
146 Catchers Helmet - MacGregor #B18		
147 Catchers Helmet - Riddell 42113		9.50
148 Catchers Mask - MacGregor #B28	8.55	
149 CatchersMask (Softball) - MacGregor #B26	5.59	
150 Catchers Mask (Softball) - MacGregor #B266	8.13	
151 Catchers Mitt (Baseball Senior League) MacGregor BBCMPRO	28.99	
152 Catchers Mitt (Softball Senior League) MacGregor MCCM300X	35.99	
153 Batting helmets - Riddell 42123		9.00
154 Empire Baseball Jerseys Button Down w/ Embroidered Logo Adult Sizes (Pinstripes)		19.00
155 Empire Baseball Pants w/ Zipper and Belt Loops - Adult Sizes (Pinstripes)		22.00
156 Empire Baseball Jerseys Button Down w/ Embroidered Logo Adult Sizes (Solid Colors)		19.00
157 Empire Baseball Pants w/ Zipper and Belt Loops - Adult Sizes (Solid Colors)		20.00
158 Elastic Waistband Softball/Baseball Pants - Adult Sizes	7.37	
159 Pull Over Softball/Baseball Jerseys w/ Embroidered Logo - Adult Sizes		12.50
160 Baseball pants Belts (Assorted Colors) - Adult Sizes - Passons	3.13	
161 Stirrups - Youth Sizes	20.64	
162 Stirrups - Adult Sizes	21.64	
163 Baseball Caps, Wool, Solid Color with Embroidered Logo - Adult Sizes		9.00
164 Baseball Caps, Mesh, with Embroidered Logo - Adult Sizes		4.75

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165 Baseball Caps, Foam, with Embroidered Logo - Adult Sizes		4.75
166 Catchers Throat Protector - Adult Size - MacGregor #B22	1.56	
167 Baseball/Softball Scorebook, MacGregor MSBASBOK	1.95	
168 Bulldog Baseball Pitching Machine, BBCPITCH	648.79	
169 Bulldog Softball Pitching Machine, BBSPTCH	648.79	
170 Bulldog II Baseball Pitching Machine	1347.56	
171 Baseball Bat Caddy, MacGregor BBBATCNA	13.89	
172 Baseball Helmet Caddy, MacGregor BBHMTNA	22.93	
173 Baseballs-Diamond DOLA		35.00
174 Easton BK9 baseball bat #BEAXK9		
175 Easton BX19 black magic bat #BEABX19		
176 Dual sport canvas catcher #STBDSGCC	137.50	
177 Sports net #BBSPTNT		
178 Practice baseballs, #MCB79PXX	16.93	
179 Baseball mesh 2 button jersey w/ numbers, small-x-large, #B	16.23	14.00
180 Baseball mesh 2 button jersey w/ numbers, xx-large, #BSAJMSH1		16.50
181 Baseball mesh button front jersey w/ numbers, small-x-large, #BSAJMSHX		15.25
182 Baseball mesh button front jersey w/ numbers, xx-large, #BSAJMSHX		19.50
183 Adult sleeveless softball jersey w/ numbers, adult medium-x-	10.33	
184 Adult sleeveless softball jersey w/ numbers, adult xx-large, #	13.33	
185 Youth sleeveless softball jersey w/ numbers, youth medium-1	10.47	
186 Women's softball short, small-x-large, #BSWP5LSX	9.59	
187 Women's softball short, xx-large, #BSWP5LSX	9.98	
188 2 button baseball jersey w/ numbers, small-x-large, #c57	8.69	
189 2 button baseball jersey w/ numbers, xx-large, #c57	9.69	
190 Easton black max softball bat #SBSK11	21.76	
191 Michelle Smith bottle bat #SBSBAB	51.76	
192 One size fits all ponytail batting helmet #BBPT1S	15.23	
193 Tri-tone shirt, small-x-large, #CS3COL		13.50
194 Tri-tone shirt, xx-large, #CS3COL		16.50
195 Short sleeve polo shirt, small-x-large, #CSPOLO		9.00
196 Short sleeve polo shirt, xx-large, #CSPOLOXX		10.00
197 Woman's softball jersey w/ numbers, small-x-large, #BSAJDS	16.23	
198 Woman's softball short, small-xx-large, #BKWDZP1X	18.96	
199 Baseballs-Diamond DSSL	22.24	
200 Baseballs-Wilson A 1010BSHI-RS	33.23	
201 Baseball Bat-Easton BRX70CX		
202 MacGregor Catchers Mit-LLMCCM100X	32.56	
203 MacGregor Catchers Mit-LLMCCM200X	34.51	
204 MacGregor Softball Catchers mit-LLCCM300X	35.99	
205 Youth Baseball Pants-C70	4.39	
206 Baseball/Softball Pants-C72 (Adult)	8.49	
207 Baseball/Softball Pants-C72Y (Youth)	8.36	
208 Two in One Stirrup Socks-C12V-XX (Varsity)	21.64	

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209 Hitting Streak Pitching Machine (Baseball 110 volts)	349.00	
210 Hitting Streak Pitching Machine (Softballs 110 volts)	349.00	
211 Tuffy SFT Baseballs	20.00	
212 Tuffy SFT Softballs	37.95	
213 Yellow Softballs, MCSB12YL	36.29	
214 Sleeveless Softball Shirt w/ Numbers, BSAWPCJ1 (XXL + 1.50)	10.33	
215 Baseball Shirt w/ Numbers, BSAPCJ2X (XXL + 3.00)*	13.52	
216 Visor, CEV100	1.03	
217 Visor, CNV200		2.50
218 Sliding Girdle, White, C27WH	13.56	
219 Socks, C18V	21.99	
220 Batting Helmet w/ Ponytail Slot, BBPT1S	15.23	
221 Knee Pads, MSPD	3.12	
222 Softball Shorts, BSWPP1SX (XXL + 2.00)	9.59	
223 Button Down Baseball Jersey w/Numbers, Riddell BJC-Y		17.00
224 Pinstripe Baseball Jersey w/Numbers, BSAPPNJ1*	12.62	
225 Pinstripe Baseball Pant, BSAPPNP1 (XXL + 3.00)	18.24	
226 Poly Cotton Jersey w/ Number, A4595**		13.00
227 Trimmed Pant, A4091		26.00
228 Adult Pinstripe Pant, A4106		30.00
229 Adult Pinstripe Jersey w/ Numbers, A4593*		16.00
230 Coaches Shirt w/PAL Logo Embroidered, CS3COL		16.00
231 Coaches Shirt w/PAL Embroidered, CS3COLXX		18.00
* Two 1-color numbers, **One 1-color number		
CHEERLEADING		
232 New South Squad One Cheerleading Panty - Adult Sizes		12.00
233 New South Squad One Cheerleading Panty - Youth Sizes		10.00
234 Cranberry Pom Poms - Color Royal/White Loop Handle		7.00
235 New South Squad One Cheerleading Skirt CPS25		
Royal with White Pleats - Adult Sizes		32.00
236 New South Squad One Cheerleading Skirt CPS25		31.00
Royal with White Pleats - Youth Sizes		
237 New South Squad One Cheerleading Shell Top CST67		
White over Royal w/Embroidery - Youth Sizes		34.00
238 New South Squad One Cheerleading Shell Top CST67		
White over Royal w/ Embroidery - Adult Sizes		35.00
239 Sweatshirts - White with Embroidery - Youth Sizes		16.00
240 Sweatshirts - White with Embroidery - Adult Sizes, Riddell CSS		17.00
241 Turtleneck - White - Youth Sizes		7.50
242 Turtleneck - White - Adult Sizes		9.00
243 T-Shirts - White - Silkscreened with Logo - Youth Sizes, Riddell TSC-Y		4.00
244 T-Shirts - White - Silkscreened with Logo - Adult Sizes, Riddell TSM		4.50
245 Cheerleading Sweater - Color Royal with Embroidered Logo - Youth Sizes		60.00
246 Cheerleading Sweater - Color Royal with Embroidered Logo - Adult Sizes		64.00

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BIKE RODEO

247 Boys 20" Single Speed Bicycle	
248 Girls 20" Single Speed Bicycle	
249 Boys 24"10-Speed Bicycle	
250 Girls 24" 10-Speed Bicycle	
251 Boys 26" 10-Speed Bicycle	
252 Girls 26" 10-Speed Bicycle	
253 Hand Held Stopwatch, Sportline MSSTP240	4.31
254 Youth Sized Bicycle Helmets	
255 Adult Sized Bicycle Helmets	

BASKETBALL

256 Leather Official Size Basketball, MacGregor X9L	21.50
257 Leather Youth Size Basketball, MacGregor X9L2	19.95
258 Rubber Official Size Basketball, Voit CB2	2.32
259 Rubber Youth Size Basketball, Voit CB8	2.24
260 Youth Mini-Goal (Rim and Backboard that Mounts to Regular	306.67
261 Dr. Pump Inflator (Handheld Manual Ball Inflator)	4.84
262 Electric Inflator (100 Volts 1/8 HP Piston Pump), MacGregor M	36.19
263 Backboards - Aluminum, MacGregor 5093XXXX	137.56
264 Backboards - MacGregor Gooseneck Post 5018NLN-F	340.00
265 Basketballs - Rawlings NCAA - Adult	
266 Basketballs - Voit CG8, Youth Sizes	2.24
267 Basketballs - Leather - Official Size - McGregor X10L	35.00
268 Basketballs - Leather - Official Size - McGregor X 11L	18.98
269 Basketballs - Rubber (Youth and Regular), Voit CB8-CB2	2.32
270 Biddy Rims	
271 Inflator, MacGregor MSHNINFS	1.76
272 Electric Inflator, MacGregor MSECOELE	36.19
273 Scrimmage Vest, Passons C46-C46Y	2.18
274 Double Rims, MacGregor 5061XXXX	38.50
275 Mesh Bags, Passons MSLB2436	1.69

SOFTBALL

276 Base Mount Plug - for Soft Touch Break Away Base	6.59
277 Bases, Pro Double First, MacGregor BBPFBSNR	57.16
278 Bases, Set of In Ground, Bolco Soft Touch Breakaway	
279 Bases, Set of In Ground, MacGregor Soft Touch Breakaway B	61.50
280 Bases, Throw down, Orange, MacGregorBBBASEOR	3.12
281 Bases, Throw down, White, Voit BBSBXXX	9.29
282 Field Marker, Passons 0791XXXX	66.67
283 Home Plate, Voit BBHPXXXX	4.24
284 Pitching Plates, Adult, Voit BBPPREGR	4.74
285 Pitching Plates, Youth, Voit BBPPLLXX	3.49
286 Rakes, Aluminum Maintenance 24", Passons GM24RAKE	30.00
287 Rakes, Aluminum Maintenance 36", Passons GM36RAKE	36.00

AWARD.00.13

288 Rakes, Aluminum Maintenance 48", Passons GM48RAKE	44.00	
289 Softballs 11" - Dudley or Wilson Optima Gold		
290 Softballs 11" - Dudley Restricted Flight	21.76	
291 Softballs 11" - MacGregor, Restricted Flight, Cork Center, 47	21.76	
292 Softballs 12" - Dudley BBDUDRRC	49.13	
293 Softballs 12" - MacGregor, Restricted Flight, Cork Center, 47	23.89	
294 Softballs 12" - Dudley SB12LND	50.12	
295 Softballs 12" - Thunder Gold Heat		
296 Softballs 12" - Wilson Restricted Flight	23.89	
VOLLEYBALL		
297 Balls - Tachirara SV18L (only)	25.16	
298 Nets, MacGregor SNVBEC02	8.94	
WATER/SWIMMING EQUIPMENT		
299 Hats 100% Cotton - White/Riverhead Logo		6.00
300 Rescue Surf Boards, Passons NECPPBOU	151.43	
301 Spine Boards - 6', Passons NEC<P500	58.14	
302 Rescue Tube - Wrap Around, Passons NECMP350	33.23	
303 Beach Umbrella to fit Lifeguard Chair, Passons NEC633SE	55.99	
304 Air Horns, Tempo MSAIR8ZH	10.18	
305 Whistles - Plastic, Passons 3059XXXX	2.52	
306 Stopwatch (Swim), Passons MSSTP220	8.36	
TENNIS		
307 Tennis Nets, MacGregor TN420042	41.51	
308 Post Set, MacGregor MTTP2780	80.00	
309 Reel - Long Handle Ratchet Type, Passons MTRT5XXX	8.61	
310 Water Squeeze - 36" Wide Foam Rubber, RolDri MTRD36XX	36.00	
311 Windscreens (per linear foot), MacGregor MT600XXX 6' High	93.60	
312 Playground Balls - Voit 10"	1.66	
313 Playground Balls - Voit 16"	4.33	
314 Ping Pong Balls - 1 Dozen, Passons NA810616	0.94	
315 Ping Pong Paddles - Rubber Face, 5 Ply, Passons NAR1XXXX	1.16	
316 Ping Pong Nets, PassonsNANIAXXX	1.12	
317 Pool Balls, Passons NA270XXX	38.00	
318 Pool Cue Sticks, One Piece with Felt Tip, Passons NAQ571	4.57	
319 Jump Ropes - 8' Cotton/Plastic, Passons 2546XXXX	0.73	
320 Jump Ropes - 9' Cotton/Plastic, Passons 2547XXXX	1.16	
321 Jump Ropes - 16' Cotton/Plastic, Passons 2548XXXX	1.19	
MISCELLANEOUS APPAREL		
322 Hartwell Nylon Oxford Baseball Type jacket #6656 - Youth Sizes with Embroidery	\$	34.00
323 Hartwell Nylon Oxford Baseball Type Jacket #6756 - Adult Sizes with Embroidery	\$	35.00
324 T-Shirts Silkscreened Front and Back with Logo for Bike Rodeo - Youth Sizes, Riddel	\$	5.00
325 T-Shirts Silkscreened Front and Back with Logo for Bike Rodeo - Adult Sizes, Riddell	\$	5.50
326 Baseball Caps, Mesh with P.A.L. Logo Embroidered		4.75
327 Baseball Caps, Foam with P.A.L. Logo Embroidered		4.75

AWARD.00.13

328 Baseball Caps, Wool with P.A.L. Logo Embroidered	7.00
329 Ultra Club 100% Cotton Pique Staff Shirt #8530 - Adult Size XXL with Embroidery	28.00
330 Hartwell Supplex Nylon Jacket #7590 - Adult Size XXL with Embroidery	53.00
331 Hartwell Supplex Nylon Pants #9260 - Adult Size XXL	30.00
332 Golf Type Shirt with Collar and Embroidered P.A.L. Logo - Adult Sizes to XXL	16.00
333 Golf Shirts - Collared, Cotton, White/Colors, Youth/Adult to XXL with logo*	14.00Y
334 Sweatpants - White/Colors, Youth/Adult to XXL with logo*	10.50Y
335 Sweatshirts - Hooded, White/Colors, Youth/Adult to XXL with logo* frt & bck	16.00Y
336 Sweatshirts - Jerzees, White/Colors, Youth/Adult to XXL with logo*	10.00Y
337 T-Shirts, Russell 50/50, White/Colors, Youth/Adult to XXL with logo* frt & bck	5.50Y
338 T-Shirts, Long Sleeve, White/Colors, Youth/Adult to XXL with logo*	7.00Y
339 Tank Tops, Adult to XXL with logo*	7.00Y
340 Visors with Front Brim Guard with Logo	
341 Exercise Mats - Individual, Passons MSMAT241	15.12
342 Horse Shoes - Molded, Rubber/Steel, Passons MSSHOEOU	4.12
343 Bocci Sets, Passons 1604XXXX	9.28

*logo is the Town Seal, silkscreened

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

ALL IN FAVOR OF TABLING THIS RESOLUTION.

Town Board Meeting of July 18, 2000

COUNCILMAN CARDINALE offered the resolution to be brought off the table, which was seconded by COUNCILMAN KENT.

ALL COUNCILMEN IN FAVOR OF UNTABLING THE RESOLUTION.

COUNCILMAN LULL OFFERED THE RESOLUTION TO BE ADOPTED, WHICH WAS SECONDED BY COUNCILMAN KENT.

ALL IN FAVOR OF ADOPTING RESOLUTION.

*DENOTES CHANGE.

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

Tabled

Adopted

Adopted

7/5/00

Town of Riverhead

Resolution #592

Authorizes Attendance at Economic Development Course and Redevelopment Conference

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

WHEREAS, the Council for Urban Economic Development (CUED) periodically offers professional training courses that are relevant to the implementation of the Town of Riverhead economic development objectives; and

WHEREAS, CUED will offer a course titled Economic Development Planning on August 3 and 4 in Monterey, CA at a cost of \$425.

WHEREAS, the National Association of Installation Developers (NAID) is conducting their Annual Conference immediately following the above mentioned course from August 5 through August 8 in Monterey, CA at a cost of \$495.

THEREFORE, BE IT FURTHER RESOLVED, that the Riverhead Town Board hereby authorizes Joseph Maiorana to attend said course and conference, including hotel, airfare and reimbursement of reasonable expenses not to exceed the cost of \$2200.00

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

COUNCILMAN KENT OFFERED THE RESOLUTION TO BE AMENDED, WHICH WAS SECONDED BY COUNCILMAN DENSIESKI. All Councilmen in favor of amendment.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lilli	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS WAS NOT
THEREUPON PUBLICLY ADOPTED

7/05/00

STATUS Adopted

TOWN OF RIVERHEAD

Resolution #593

ACCEPTS PERFORMANCE BOND OF GENCON CONSTRUCTION FOR SELPAN ENTERPRISES.

COUNCILMAN DENSIESKI offered the following resolution,

which was seconded by **COUNCILMAN LULL**

WHEREAS, Gencon Construction has posted a performance bonds in the sum of Sixty Eight Thousand, Six Hundred Dollars (\$68,600.00) representing the 5% site plan bond for Selpan Enterprises d/b/a L.I. Truck Parts, Main Road, Aquebogue, New York, 11901 pursuant to Section 108-133 (I) of the Riverhead Town Code; and

WHEREAS, the Town Attorney has reviewed said performance bond and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the 5% performance bond in the sum of Sixty Eight Thousand Six Hundred Dollars (\$68,600.00) issued to the Town of Riverhead; and

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Gencon Construction, 393 Smith Road, Shirley, New York 11967; the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTE

Cardinale Yes No

Densieski Yes No

Kent Yes No

Lull Yes No

Kozakiewicz Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/05/00

STATUS **Adopted**

TOWN OF RIVERHEAD

Resolution # 594

ACCEPTS PERFORMANCE BONDS OF SOUND HOUSING LLC

COUNCILMAN KENT offered the following resolution,

which was seconded by COUNCILMAN CARDINALE

WHEREAS, Sound Housing LLC has posted three (3) performance bonds in the sum of \$23,557.00 (Twenty Three Thousand Five Hundred Fifty Seven Dollars) each representing the 5% site plan bonds for Buildings #16, #20, & #27 at Willow Pond Drive, Riverhead, New York, 11901 pursuant to Section 108-133 I of the Riverhead Town Code; and

WHEREAS, the Town Attorney has reviewed said Performance Bonds and deems them to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the three (3) 5% Performance Bonds in the sum of \$23,557.00 (Twenty Three Thousand Five Hundred Fifty Seven Dollars) each issued to the Town of Riverhead; and

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Sound Housing LLC, 200 West Main Street, Suite #102, Babylon, New York, 11702; the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTECardinale Yes No Densieski Yes NoKent Yes No Lull Yes NoKozakiewicz Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

7/05/00

STATUS Adopted

TOWN OF RIVERHEAD

*Resolution # 595****ACCEPTS PERFORMANCE BOND OF MAIDSTONE LANDING LLP***

COUNCILMAN DENSIESKI

offered the following resolution,

which was seconded by COUNCILMAN KENT

WHEREAS, Maidstone Landing LLP has posted a Performance Bond in the sum of \$173,888.00 (One Hundred Seventy Three Thousand Eight Hundred Eighty Eight Dollars) representing the 5% site plan bond for the work at Sound Avenue, Riverhead, New York 11901 pursuant to Section 108-133 I of the Riverhead Town Code; and

WHEREAS, the Town Attorney has reviewed said Performance Bond and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the 5% Performance Bond in the sum of \$173,888.00 (One Hundred Seventy Three Thousand Eight Hundred Eighty Eight Dollars) issued to the Town of Riverhead; and,

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Maidstone Landing LLP, 10 East 78th Street, New York, NY 10036; the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTE

Cardinale Yes No Densieski Yes No

Kent Yes No Lull Yes No

Kozakiewicz Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Adopted

7/5/00

TOWN OF RIVERHEAD

Resolution # 596

RELEASES PERFORMANCE BONDS OF MANOR LANE ESTATES (JOSEPH FUCHS)

COUNCILMAN LULL offered the following resolution, was seconded by

COUNCILMAN CARDINALE :

WHEREAS, pursuant to Chapter 105-2.2 (C) and Chapter 108-97 (14) (c), Joseph Fuchs had posted a performance bond in the amount of \$25,000 representing Water District Key Money and a performance bond in the amount of \$20,000.00 representing park and recreation fees for 10 lots located in the subdivision entitled, "Manor Lane Estates"; and

WHEREAS, by memorandum dated November 30, 1999 from Jane Stromski of the Riverhead Planning Department, all fees have been paid for the 10 lots in the subdivision entitled "Manor Lane Estates".

NOW THEREFORE BE IT RESOLVED, that the Town Clerk is hereby authorized to release the aforementioned performance bonds (2) representing Water District Key Money and park and recreation fees in the Manor Lane Estates Subdivision; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Joseph Fuchs, P.O. Box 92, Riverhead, New York, 11901; Lupton & Luce, Inc. Insurance, c/o Theresa, 225 Howell Avenue, Riverhead, New York, 11901; the Planning Department, the Building Department and the Office of the Town Attorney.

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

7/5/00

TOWN OF RIVERHEAD

Resolution # 597

RELEASES PERFORMANCE BOND OF JUL-BET ENTERPRISES. INC.

COUNCILMAN KENT offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

WHEREAS, Jul-Bet Enterprises, Inc. has posted a 5% performance bond in the sum of Two Hundred Twenty-One Thousand Eight Hundred Sixty and 00/100 (\$221,860.00) Dollars pursuant to Chapter 108 Section 133 (I) of the Riverhead Town Code; and

WHEREAS, by memorandum dated June 13, 2000, from Sharon E. Klos, Building Permits Coordinator, Certificate of Occupancy #15309 has issued for the commercial mini storage buildings of Jul-Bet Enterprises, Inc.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the performance bond in the amount of Two Hundred Twenty-One Thousand Eight Hundred Sixty and 00/100 (\$221,860.00) Dollars; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Jul-Bet Enterprises, Inc., 308 West Main Street, Smithtown, New York, 11787; the Building Department and the Planning Department.

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

Adopted

7/5/00

TOWN OF RIVERHEAD

Resolution # 598

ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE

COUNCILMAN CARDINALE

offered the following resolution, was seconded by

COUNCILMAN LULL :

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 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 21st day of December, 1999 at 2:45 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the local law amending Chapter 101 entitled, "Vehicles & Traffic" 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 Highway Department; the Town Engineer; the Riverhead Police Department and the Code Revision Committee and the Town Attorney's Office.

THE VOTE

Densleki Yes No Cardinals Yes No

Kent Yes No Lull Yes No

Kozakewicz Yes No

THE RESOLUTION WAS WAS NOT

THEREUPON DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, " Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on July 5, 2000 as follows:

§101-3. Stop and yield intersections; railroad crossings; parking fields.

A. Stop intersections. The following intersections are designated as stop intersections, and stop signs shall be erected at such intersections as follows:

Intersection	Stop Sign on	Entrance From
<u>Pine Street</u>	<u>Cliff Road West</u>	<u>North and South</u>
Cliff Road <u>West</u>	Cedar Street	West
Cliff Road <u>West</u>	Peach Street	West
Cliff Road <u>West</u>	Pine Street	West

Dated: Riverhead, New York
July 5, 2000

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

BARBARA GRATTAN, Town Clerk

* Underline represents addition(s)

Adopted

7/5/00

TOWN OF RIVERHEAD

Resolution # 599

ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE

COUNCILMAN DENSIESKI 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 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 20th day of June, 2000 at 2:15 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the local law amending Chapter 101 entitled, "Vehicles & Traffic" 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 Building Department and the Police Department.

THE VOTE

Densieski Yes No Cardinale Yes No
 Kent Yes No Lill Yes No
 Kozakiewicz Yes No

THE RESOLUTION WAS WAS NOT
 THEREUPON DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, " Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on July 5, 2000 as follows:

101-26. Enforcement; duties.

A. Generally. It shall be the duty of the parking meter officer(s), fire marshal, housing inspector; ordinance inspector and police officers of the Town of Riverhead to enforce the provisions of this chapter under such procedure as may from time to time be prescribed by resolution of the Town Board and to issue summonses alleging such violation.

B. Violation reports. The parking meter officer, fire marshal, housing inspector; ordinance inspector and police officers shall report to the Riverhead Justice Court all apparent violations of this article, and such report shall include the registration plate number of the vehicle involved, the number or exact location of the parking meter involved, the date and time of the violation, the exact nature of the offense and the name of the operator, if ascertainable, together with other pertinent facts.

Dated: Riverhead, New York
July 5, 2000

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

BARBARA GRATTAN, Town Clerk

* Underline represents addition(s)

JULY 5, 2000

Adopted

TOWN OF RIVERHEAD

Resolution # 600

WATER DISTRICT

BUDGET ADJUSTMENTS

COUNCILMAN CARDINALE offered the following resolution ,

which was seconded by COUNCILMAN DENSIECKI

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

112.000000.390599 APPROPRIATED FUND BALANCE

FROM:
\$142,000.

112.083100.524300 OFFICE EQUIPMENT
 112.083200.542503 CHEMICAL EXPENSE
 112.083200.541100 REPAIR
 112.083200.524101 TRUCK EQUIPMENT
 112.083200.542506 PLANT SUPPLIES

TO:
 \$ 25,000.
 15,000.
 75,000.
 20,000.
 7,000.

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

Adopted

JULY 5, 2000

TOWN OF RIVERHEAD
YOUTH COURT SCHOLARSHIP FUND
BUDGET ADJUSTMENT
RESOLUTION # 601

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:

		FROM:	
025.082170.464400	FUNDRAISING INCOME		\$400.
		TO:	
025.073100.544300	SCHOLARSHIP EXPENSE		\$400.

THE VOTE

Densieski Yes No Cardinals Yes No
 Kent Yes No Lilli Yes No
 Kozakiewicz Yes No

THE RESOLUTION WAS WAS NOT
 THEREUPON DULY ADOPTED

Adopted

JULY 5, 2000

TOWN OF RIVERHEAD

Resolution # 602

AG-FEST COMMITTEE FUND

BUDGET ADOPTION

COUNCILMAN DENSIESKI 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:

021.092705.471000	GIFTS & DONATIONS	FROM:	\$725.
021.064200.540000	CONTRACTUAL EXPENSE	TO:	\$725.

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

JULY 5, 2000

TOWN OF RIVERHEADGENERAL FUNDBUDGET ADJUSTMENTRESOLUTION # 603

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:

001.031200.542502	POLICE, EVIDENCE STORAGE MATERIAL	FROM: \$27.	
001.031200.542312	POLICE, NARCOTIC FIELD TEST SUPPLIES		TO: \$27.
001.031200.542408	POLICE, BULLET PROOF VESTS	FROM: \$500.	
001.031200.542501	POLICE, FIRE EXTINGUISHER REFILLS		TO: \$500.
001.031200.542318	POLICE, K-9 EXPENSE	FROM: \$1,000.	
001.031200.542314	POLICE, PHOTO SUPPLIES	1,000.	
001.031200.543940	POLICE, INTERPRETER FEES		TO: \$2,000.
001.031200.542310	POLICE, MACE EXPENSE	FROM: \$500.	
001.031200.542303	POLICE, FIRST AID SUPPLIES		TO: \$500.
001.090100.581500	NYS RETIREMENT SYSTEM EXPENSE	FROM: \$10,000.	
001.011100.512500	JUSTICE, OVERTIME		TO: \$10,000

JULY 5, 2000

GENERAL FUND BUDGET ADJUSTMENT CONTINUED:

001.011100.542110	JUSTICE, COPY MACHINE EXPENSE	FROM:	\$30.	
				TO:
001.011100.452100	JUSTICE, MISC. SUPPLIES			\$30.
001.012200.542600	SUPERVISOR, PRINTING EXPENSE	FROM:	\$180.	
				TO:
001.012200.524300	SUPERVISOR, SEC. EXPENSE			\$180.
001.031200.515505	POLICE, HAZMAT RESPONSE UNIT	FROM:	\$5,000.	
				TO:
001.031200.545260	POLICE, RENTS & LEASES CELL PHONES			\$5,000.
001.090150.581100	NYS RETIREMENT SYSTEM EXPENSE	FROM:	\$4,500.	
				TO:
001.031220.541530	BAY CONSTABLE, AUTO REPAIRS			\$4,500.
001.035100.54150	ANIMAL CONTROL, BLDG. REPAIR	FROM:	\$110.	
				TO:
001.035100.543400	ANIMAL CONTROL, EDUCATION EXPENSE			\$75.
001.035100.546100	ANIMAL CONTROL, TELEPHONE EXPENSE			35.
		FROM:		
001.036200.543403	SAFETY INSPECTOR, CONFERENCE EXPENSE		\$300.	
001.090150.581100	NYS RETIREMENT EXPENSE		1,200.	
				TO:
001.036200.542100	SAFETY INSPECTOR, OFFICE EXPENSE			\$1,500.
		FROM:		
001.067720.524000	NUTRITION, EQUIPMENT		\$2,500.	
				TO:
001.067720.512500	NUTRITION, OVERTIME			\$2,500.
001.067720.545000	NUTRITION, RENTAL EXPENSES	FROM:	\$3,800.	
				TO:
001.076200.545000	ADULT REC., RENTAL EXPENSE			\$3,800.

July 5, 2000

Adopted

TOWN OF RIVERHEAD

Resolution # 604

APPROVES TEMPORARY SIGN PERMIT OF OLD NAVY

Adopted _____

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

WHEREAS, a temporary sign permit application and sketch were submitted by Robert Rossi, for property located at Tanger Factory Outlet., Riverhead, New York, more particularly described as Suffolk County Tax Map Number 0600-119-1-38.1; 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 for "Old Navy Outlet", which application is dated June 19, 2000 and be it further

RESOLVED, that said temporary sign permit shall expire on September 05, 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 Robert Rossi 5058 Rt. 13 N, Bristol, P.A.19007, the Planning Department and the Riverhead Building Department.

THE VOTE

Densleski Yes ___ No ___ Cardinale Yes ___ No ___

Kent Yes ___ No ___ Kull Yes ___ No ___

Kozakiewicz Yes ___ No ___

THE RESOLUTION WAS ___ WAS NOT ___

THEREUPON DULY ADOPTED

APPLICATION FOR SIGN PERMIT

Town of Riverhead
Suffolk County, New York

6/19/00

DATE: 4-27-00

Fee	Receipt No.
Application No	
ZU No.	
Date Permit Issued	
Date Approved or Denied	
Building Inspector	
Board of Appeals No.	
Date Granted ...	1/19-1380/1
Date Denied ...	

APPLICATION IS HEREBY MADE to the Building Inspector in the Town of Riverhead for the issuance of a Permit pursuant to the Zoning Ordinance of the Town of Riverhead, Suffolk County, New York, for the use and the erection or the structural alteration of a sign or signs, as hereinafter described and as shown on the accompanying layout or plot plan:

- The Sign to be located at Tanger II, Old Navy, 1447 Old County Rd the Town of Riverhead, to be temporary banner or structurally altered
- The sign is situated in Manufacturers Overlay Zone the District.
- The sign will have an area of Sq. feet, and will be feet in height. The base of the sign will be feet above ground level.
- The sign will be a Temporary installation Permanent or Temporary
- Description of sign: (Check appropriate items below).

<input type="checkbox"/> a. Lighted	<input checked="" type="checkbox"/> d. Attached to building <u>Banner</u>	<input type="checkbox"/> g. Advertising
<input type="checkbox"/> b. Single Face	<input type="checkbox"/> e. Facial (Painted or Affixed)	<input type="checkbox"/> h. Business
<input type="checkbox"/> c. Double Faced	<input type="checkbox"/> f. Independent Construction	

6. Has permission been obtained from property owner, if other than applicant, upon which the sign is to be erected? Yes, Tanger Properties Ltd Partnership

All statements made in this application and shown on the attached plot plan are true to the best of my knowledge and belief.

Robert Rossi
Applicant (Please Print)
5058 RT 113 N. Bristol PA Address (Please Print) 19007
 Tel. No. 215-781-8500 - EXT-192
 Signature Robert Rossi

(If applicant is other than owner, the following affidavit is to be executed)

STATE OF NEW YORK }
COUNTY OF SUFFOLK } SS

Janine Webber being duly sworn, deposes and says that he is the agent for Tanger Properties Ltd Ptnshp of Riverhead, NY owner or owners of the plot of land described herein and is duly authorized to make and file this application.

Janine Webber
Signature of Applicant

Sworn to before me this day of 19.....
Notary Public

(See Instructions for filing on reverse side)

Adopted

July 5, 2000

TOWN OF RIVERHEAD

Resolution # 605

APPROVES TEMPORARY SIGN PERMIT OF CRABBY'S

Adopted _____

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

WHEREAS, a temporary sign permit application and sketch were submitted by Charles W. Bowman, for property located at 316 East Main St., Riverhead, New York, more particularly described as Suffolk County Tax Map Number 0600-129-2-34.1; 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 for "CRABBY'S", which application is dated June 15, 2000 and be it further

RESOLVED, that said temporary sign permit shall expire on September 05, 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 Charles W. Bowman, 316 East Main St., Riverhead, NY, the Planning Department and the Riverhead Building Department.

THE VOTE

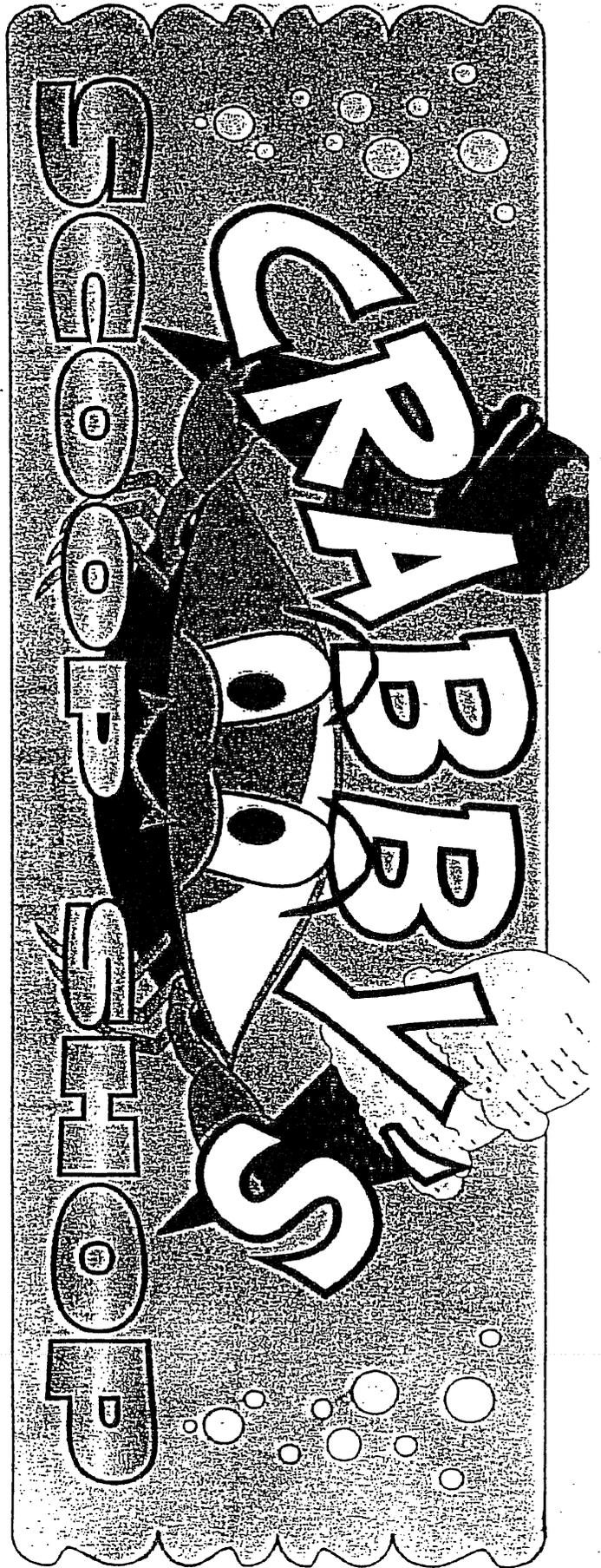
Densieski Yes No Cardinale Yes No

Kent Yes No Kull Yes No

Kozakiewicz Yes No

THE RESOLUTION WAS WAS NOT _____

THEREUPON DULY ADOPTED



**SOON
OPENING**

W

W

Adopted

7/5/00

TOWN OF RIVERHEAD

Resolution # 606

APPROVES THE APPLICATION OF TANGER PROPERTIES LTD PARTNERSHIP

COUNCILMAN CARDINALE offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

WHEREAS, Tanger Properties Ltd. Partnership has submitted an application for the purpose of conducting a tent sale (Samsonite) to be held at Tanger I, Tanger Outlet Center, 1770 West Main Street, Riverhead, New York, on August 17, 2000 through September 15, 2000 at the following times:

- Monday through Saturday 9:00 a.m. to 9:00 p.m.;
- Sunday 10:00 a.m. to 7:00 p.m. and
- Holidays 10:00 a.m. to 6:00 p.m.; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application; and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured.

NOW THEREFORE BE IT RESOLVED, that the application of Tanger Properties Ltd. Partnership for the purpose of conducting a tent sale (Samsonite) to be held at Tanger I, Tanger Outlet Center, 1770 West Main Street, Riverhead, New York, on the aforementioned following dates and times, is hereby approved; and be it further

RESOLVED, that the tent(s) must be removed at the end of business on July 5, 2000; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Tanger Outlet Center, Tanger Drive, Suite 200, Riverhead, New York, 11901 and the Riverhead Police Department.

THE VOTE

Densieski Yes No Cardinale Yes No
 Kent Yes No Kull Yes No
 Kozakiewicz Yes No

THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

Tabled

7/5/00

TOWN OF RIVERHEAD

Resolution # 607

DESIGNATES OFFICIAL NEWSPAPER FOR THE TOWN OF RIVERHEAD

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILMAN LULL :

RESOLVED, pursuant to Section 64 (11) of Town Law, Newsday, News Review, Suffolk Life and Pennysaver News are hereby designated as official newspapers for the publication of notices, resolutions, ordinances and other matters required by law to be published for the Town of Riverhead for the year 2000 and the Town Clerk shall publish therein only at the direction of the Town Board; and be it further

RESOLVED, effective July 15, 2000, Traveler-Watchman is hereby designated as the Official Newspaper of the Town of Riverhead.

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

ALL MEMBERS IN FAVOR ON TABLING THE RESOLUTION.

abstain 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~~

Tabled

Adopted

July 5, 2000

TOWN OF RIVERHEAD

RESOLUTION# 608

AUTHORIZES THE SALE OF TOWN PROPERTY AT PUBLIC AUCTION

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

WHEREAS, there will be a Public Auction on July 8, 2000 at 9:00 am at the
Municipal Garage to sell antiquated Town Property.

RESOLVED, the Town Board is hereby authorizing the sale of Town Property at
Public Auction.

THE VOTE

Densleski	<input checked="" type="checkbox"/> Yes	<input 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
			Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS WAS NOT

THEREUPON DULY ADOPTED

Town of Riverhead Items that will be going to the 2000 Auction

1048 - Coat Rack
1058 - Vinyl chair
1081 - Vinyl chair
1187 - Desk
1196 - File Cabinet
1197 - File Cabinet
127 - Drafting table
1688 - Vinyl chair
1332 - Black chair
172 - Metal Cabinet
1754 - Brown swivel chair
187 - Brown swivel chair
193 - Counter stool
198 - Brown swivel chair
200 Brown swivel chair
2072 - Desk
20904 - Minolta copy machine
21009 - Mita copy machine
21403 - Air Purifier
217 - File cabinet
222 - Brown swivel chair
22291 - Blue chair
22809 - Wooden mobile work station
3555 - Desk
3556 - Vapor tester
4284 - Wooden coat rack
4286 - Sampsonite table
4359 - IBM typewriter
5685 - Mita copy machine
484 - File cabinet
4896 - Brown swivel chair
5635 - Typewriter stand
6153 - Panasonic typewriter
6173 - Brown swivel stool
6212 - IBM typewriter
7060 - Vinyl chair
743 - File cabinet
7609 - Swivel chair
8018 - Executive chair
____ - Typewriter
____ - Mita copier
____ - Gray table
____ - Brown chair
____ - Beige file cabinet
____ - Beige file cabinet
____ - Radial Saw
____ - 4 Metal stretchers

Adopted

JULY 5, 2000

TOWN OF RIVERHEAD

AUTHORIZATION TO DISCARD FIXED ASSETS

RESOLUTION #609

2

COUNCILMAN DENSIESKI offered the following resolution, which was seconded

by COUNCILMAN LULL.

WHEREAS, the attached list of items are no longer in use by the Town; and

WHEREAS, after careful consideration, it is the recommendation of the Accounting Department that these desks have no residual value and should be discarded. The Accounting Department hereby requests that the Town Board excess this property so that it may be removed from the records.

NOW, THEREFORE BE IT

RESOLVED, that the Accounting Department is hereby authorized to discard the following list of items.

abstain

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

Town of Riverhead Items that will be Junked

107 - Chair
1035 - Beige Credenza
1037 - Orange Chair
10797 - Keyboard
10813 - Unisys Keyboard
10823 - Unisys Keyboard
10844 - Unisys monitor
10856 - Unisys Keyboard
10880 - Unisys disk drive
10895 - Unisys monitor
1182 - Chair
1239 - Desk
1351 - File Cabinet
1461 - Calculator
158 - File Cabinet
20096 - Unisys CPU
20233 - Unisys CPU
20236 - Keyboard
20237 - Keyboard
20266 - Unisys Keyboard
20440 - Unisys power booster
20454 - Printer
20633 - Expansion Modules
20691 - Unisys floppy drive
20692 - Unisys dual floppy drive
20960 - Unisys keyboard
20989 - Keyboard
20994 - Monitor
20996 - Keyboard
21003 - Keyboard
21020 - Unisys monitor
21023 - Keyboard
21149 - Data Transfer Switch
21151 - Keyboard
21449 - Keyboard
21513 - Unisys monitor
21524 - Unisys monitor
21996 - Monitor
22351 - Unisys color monitor
226 - Desk
415 - Formica Table
4282 - Beige chair
4617 - Paper Shredder
4886 - Table
4907 - Unisys monitor
5571 - Electronic Gas Detector
5572 - Hydrocarbon Analyzer
6502 - Desk
6515 - Executive swivel chair
6530 - Datagraphic Projector
6605 - Unisys color monitor
6744 - Unisys monitor

6927 – Unisys power booster
7069 – Card file
7070 – Card file
7096 – Unisys power booster
78 – Chair
7814 – Unisys CPU
7827 – Unisys CPU
7862 – Unisys Keyboard
7965 – Unisys printer
7989 – Unisys monitor
8185 – Unisys power booster
8192 – Unisys workstation
8194 – Unisys workstation
8206 – Unisys monitor
8238 – Unisys monitor
8504 – Ail Land modem
8507 – Unisys workstation
8535 – Unisys color monitor
8620 – Monitor
8621 – Keyboard
8652 – Unisys dot matrix printer
8653 – Burroughs printer
8721 – Chair
8728 – Unisys floppy disk
8734 – Unisys graphic slice
8737 - Unisys keyboard
9087 = Power booster
9304 – Power booster
9313 – Unisys graphics

Adopted

TOWN OF RIVERHEAD

Resolution # 610

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST A HELP WANTED AD FOR ASSISTANT TOWN PLANNING DIRECTOR

COUNCILMAN KENT

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 July 9, 2000 issue of The New York Times and the July 13, 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 Planning Department.

THE VOTE

Densieski Yes No Cardinale Yes No

Kent Yes No Lill 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 individual to serve in the position of Assistant Town Planning Director. The Town requests that all applicants must have the following: a Masters Degree in Planning, Economics, or Public Administration, four (4) years experience in community or regional planning, five (5) years management experience and must be knowledgeable in G.I.S. 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, July 21, 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

Adopted

TOWN OF RIVERHEAD

Resolution # 611

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST
A HELP WANTED AD FOR ACCOUNT CLERK TYPIST**

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 July 13, 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 Accounting Department.

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

HELP WANTED

PLEASE TAKE NOTICE, that the Town of Riverhead is seeking a qualified individual to serve in the position of Account Clerk Typist. The Town requests that all applicants must have at least two (2) years bookkeeping experience and 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 3:30pm on Friday, July 21, 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

Adopted

07/05/00

TOWN OF RIVERHEAD

Resolution # 612

APPOINTS PROVISIONAL ACCOUNT CLERK TYPIST IN THE ACCOUNTING OFFICE

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

WHEREAS, due to a leave of absence a vacancy exists for the position of Account Clerk Typist in the Accounting Department, and

WHEREAS, the Suffolk County Department of Civil Service has advised us that since we did not receive three willing acceptors from the established list #00A-247, we have been granted permission to hire provisionally, and

WHEREAS, this position has been duly posted, and

WHEREAS, it is the recommendation of the Town Board Personnel Committee and the Financial Administrator that we appoint Melissa Anderson to the provisional position of Account Clerk Typist.

NOW, THEREFORE, BE IT RESOLVED, that effective July 24, 2000, the Town Board hereby appoints Melissa Anderson to the provisional position of Account Clerk Typist, Group 9, Step P of the Clerical and Supervisory Salary Structure of the CSEA Contract; and

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

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

07/05/00

Adopted

TOWN OF RIVERHEAD

Resolution # 613

TRANSFER OF A PROVISIONAL ACCOUNT CLERK TYPIST TO THE ACCOUNTING DEPARTMENT

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

WHEREAS, a vacancy exists for the position of Account Clerk Typist in the Accounting Department, and

WHEREAS, the position has been duly posted, interviews conducted, and

WHEREAS, Billie Jo Jaeger has requested to be transferred to the Accounting Department, and

WHEREAS, it is the recommendation of the Financial Administrator that Billie Jo Jaeger be transferred.

NOW, THEREFORE, BE IT RESOLVED, that effective July 10, 2000, the Town Board hereby transfers Billie Jo Jaeger to the position of Account Clerk Typist on Group 9, Step P of the Clerical & Supervisory Salary Schedule of the CSEA Contract; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Billie Jo Jaeger 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

TOWN OF RIVERHEAD

Resolution # 614

AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST
A HELP WANTED AD FOR ASSESSMENT CLERK

COUNCILMAN DENSIESKI

_____ 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 July 13, 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 Assessor's Office.

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

HELP WANTED

PLEASE TAKE NOTICE, that the Town of Riverhead is seeking a qualified individual to serve in the position of Assessment Clerk. 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 3:30pm on Friday, July 21, 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

07/05/00

TOWN OF RIVERHEAD

Resolution # 615

APPOINTS MEMBERS TO THE RIVERHEAD
TOWN BOARD OF ETHICS

COUNCILMAN DENSIESKI offered the following resolution,

which was seconded by **COUNCILMAN KENT**

WHEREAS, it has been deemed necessary for a Board of Ethics for the Town of Riverhead to be established; and

WHEREAS, in accordance with Section 18-3 of the Riverhead Town Code the Board of Ethics shall consist of five (5) members, four (4) of whom shall be residents of the Town of Riverhead who are not Town of Riverhead employees or officers, who shall serve without compensation and at the pleasure of the Town Board. The fifth member shall be the Town Attorney ex officio.

NOW, THEREFORE BE IT RESOLVED, the following citizens are hereby appointed to the Town of Riverhead Board of Ethics for a term of one (1) year commencing the 5th day of July, 2000:

John Ofrias
Timothy Buckley
William Welsh
Allen Smith.

BE IT FURTHER, RESOLVED, that a copy of this resolution be forwarded to each of the above-named individuals.

THE VOTE

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

The Resolution Was Was Not
Thereupon Duly Declared Adopted

07/05/00

Adopted

TOWN OF RIVERHEAD

Resolution # 616

APPOINTS A FILL-IN BEACH ATTENDANT LEVEL I TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILMAN KENT offered the following resolution,

which was seconded by COUNCILMAN LULL

BE IT RESOLVED, that Evan Bucholz is hereby appointed to serve as a Fill-In Beach Attendant Level I, effective July 6, 2000 to and including, September 4, 2000 to be paid at the rate of \$6.50 per hour, and to serve at the pleasure of the Town Board; and :

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

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

Densleeki Yes No Cardinalis Yes No
 Kent Yes No Lull Yes No
 Kozakewicz Yes No

THE RESOLUTION WAS **WAS NOT**
THEREUPON DULY ADOPTED

Adopted

07/05/00

TOWN OF RIVERHEAD

Resolution # 617

APPOINTS A FILL-IN LIFEGUARD LEVEL I TO THE RIVERHEAD RECREATION DEPARTMENT

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

BE IT RESOLVED, that Victoria Tomao is hereby appointed to serve as a Fill-In Lifeguard Level I, effective July 5, 2000 to and including, September 4, 2000 to be paid at the rate of \$7.75 per hour, and to serve at the pleasure of the Town Board; and :

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

1. All applications and appropriate forms are to be completed (in the Office of Accounting) PRIOR to start date; 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 Cardinale Yes No
 Kent Yes No Lull Yes No
 Kozakiewicz Yes No

THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

Adopted

7/5/00

TOWN OF RIVERHEAD

Resolution # 618

APPOINTS A FILL-IN LIFEGUARD TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILMAN LULL

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

RESOLVED, that Sharon Bilunas is hereby appointed to serve as a Fill-In Lifeguard, effective, July 5, 2000 to and including, September 4, 2000 to be paid at the rate of \$8.75 per hour, and to serve at the pleasure of the Town Board; and

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

1. All applications and appropriate forms are to be completed (in the Office of Accounting) PRIOR to start date; 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 ___ Cardinale Yes ___ No ___

Kent Yes ___ No ___ Lull Yes ___ No ___

Kozakiewicz Yes ___ No ___

THE RESOLUTION WAS WAS NOT ___

THEREUPON DULY ADOPTED

Adopted

7/5/00

TOWN OF RIVERHEAD

Resolution # 619

APPOINTS A FILL-IN LIFEGUARD TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILMAN KENT offered the following resolution,

which was seconded by COUNCILMAN CARDINALE

RESOLVED, that Debora Hennenlotter is hereby appointed to serve as a Fill-In Lifeguard, effective, July 5,2000 to and including, September 4, 2000 to be paid at the rate of \$9.25 per hour, and to serve at the pleasure of the Town Board; and

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

1. 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 Cardinale Yes No
 Kent Yes No Kull Yes No
 Kozakiewicz Yes No

THE RESOLUTION WAS **WAS NOT**
THEREUPON DULY ADOPTED

07/05/00

Adopted

TOWN OF RIVERHEAD

Resolution # 620

APPROVES REQUEST FOR LEAVE OF ABSENCE

COUNCILMAN LULL

_____ offered the following

resolution, which was seconded by _____ COUNCILMAN DENSIESKI

WHEREAS, Marie Buday, an Account Clerk Typist, has requested a 6-month, non-paid leave of absence from the Town Board.

NOW, THEREFORE, BE IT RESOLVED, that Marie Buday's request for a non-paid leave of absence from July 10, 2000 to January 10, 2001 is here by approved subject to the following condition(s):

(1) To facilitate the proper functioning of the Town offices, the employee shall submit written notice to the Town Supervisor of her intent to return to work, resign, retire or other relief at least thirty (30) days prior to the expiration of the leave of absence, and

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

Article XV	Wages	(only Section 11)
Article XVI	Dress Code	
Article XVII	Drug and Alcohol Testing	

BE IT FURTHER, RESOLVED, that there will be no charge-back or collection of any, compensatory time or overtime paid to Beal between January 1, 2000 and July 1, 2000 because of this resolution.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Susan Beal, Highway Superintendent Mark Kwasna, and the Riverhead Accounting Department.

Date July 5, 2000

Adopted

TOWN OF RIVERHEAD

Resolution # 623

Ratifies Appointment Of Tara McLaughlin As Secretary To The Supervisor

_____ Councilman Lull _____ offered the following resolution, which was seconded by _____ Councilman Densieski _____

WHEREAS, there was a vacancy in the position of Secretary to the Supervisor in January, which was filled by Tara McLaughlin.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board ratifies the appointment of Tara McLaughlin to the Civil Service exempt position of Secretary to the Supervisor, effective between January 1, 2000 and December 31, 2001 at the annual salary of \$32,000 for 2000. McLaughlin serves at the pleasure of the Town Supervisor and the Town Board. Her base salary during each remaining year of this agreement shall not be less than that of the preceding year; and

BE IT FURTHER, RESOLVED, that the terms and conditions of employment attached to this agreement will be equal to those found in the CSEA Agreement 1998-2000, in the following articles:

Article III	Hours of Work	(omitting Section 2, Overtime)
Article IV	Vacation	(amending Section 2 to include 70 hours
Article V	Sick Leave	(omitting Section 2 and allowing the payment of all unused sick time at 100 percent at severance)
Article VIII	Grievance Procedure	
Article IX	Pension and Longevity	
Article X	Health Insurance	(amending Section 1-A to 100% and amending Section 1-B and Sections 3 and 4 to be at the beginning of the fiscal year)
Article XII	General Provisions	(only Sections 1, 7, 8, 9, 10, 12, and 13)
Article XV	Wages	(only Section 11)
Article XVI	Dress Code	
Article XVII	Drug and Alcohol Testing	

THE VOTE
 Densieski Yes No Cardinale
 Kent Yes No Lull Yc
 Kozakiewicz Yes
THE RESOLUTION WAS WA
THEREUPON DULY ADOPTED

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

Date July 5, 2000

Adopted

TOWN OF RIVERHEAD

Resolution # 624

Ratifies Appointment Of Trina Miles As Town Board Coordinator

_____ Councilman Cardinale _____ offered the following resolution, which was seconded by _____ Councilman Kent _____

WHEREAS, there was a vacancy in the position of Town Board Coordinator in January, which was filled by Trina Miles.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board ratifies the appointment of Trina Miles to the Civil Service exempt position of Town Board Coordinator, effective between January 1, 2000 and December 31, 2001 at the annual salary of \$25,000 for 2000. Miles serves at the pleasure of the Town Board, and her base salary during each remaining year of this agreement shall not be less than that of the preceding year; and

BE IT FURTHER, RESOLVED, that the terms and conditions of employment attached to this agreement will be equal to those found in the CSEA Agreement 1998-2000, in the following articles:

- Article III Hours of Work (omitting Section 2, Overtime)
- Article I Vacation (Amending Section 2 to equal 35 hours)
- Article V Sick Leave (omitting Section 2 and allowing the payment of all unused sick time at 100 percent at severance)
- Article VIII Grievance Procedure
- Article IX Pension and Longevity
- Article X Health Insurance (amending Section 1-A to 100% and amending Section 1-B and Sections 3 and 4 to be at the beginning of the fiscal year)
- Article XII General Provisions (only Sections 1, 7, 8, 9, 10, 12, and 13)
- Article XV Wages (only Section 11)
- Article XVI Dress Code

THE VOTE *ABSTAIN*

Densieski Yes No Cardinale Yes No

Kent Yes No Lull Yes No

Kozakiewicz Yes No

THE RESOLUTION WAS WAS WAS NOT

THEREUPON DULY ADOPTED

Article XVII Drug and Alcohol Testing

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

Adopted

Date July 5, 2000

TOWN OF RIVERHEADResolution # 625**Ratifies Appointment Of Melissa White
As Deputy Town Clerk**

Councilman Lull

_____ offered the following

resolution, which was seconded by Councilman Densieski

WHEREAS, Melissa White was appointed to the position of Deputy Town Clerk in January by Town Clerk Barbara Grattan.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board ratifies the appointment of Melissa White to the Civil Service exempt position of Deputy Town Clerk, effective between January 1, 2000 and December 31, 2001 at the annual salary of \$31,270 for 2000. White serves at the pleasure of the Town Clerk. Her base salary during each remaining year of this agreement shall not be less than that of the preceding year; and

BE IT FURTHER, RESOLVED, that the terms and conditions of employment attached to this agreement will be equal to those found in the CSEA Agreement 1998-2000, in the following articles:

Article III	Hours of Work	(omitting Section 2, Overtime)
Article IV	Vacation	
Article V	Sick Leave	(omitting Section 2 and allowing the payment of all unused sick time at 100 percent at severance)
Article VIII	Grievance Procedure	
Article IX	Pension and Longevity	
Article X	Health Insurance	(amending Section 1-A to 100% and amending Section 1-B and Sections 3 and 4 to be at the beginning of the fiscal year)
Article XII	General Provisions	(only Sections 1, 7, 8, 9, 10, 12, and 13)
Article XV	Wages	(only Section 11)
Article XVI	Dress Code	

Article XVII Drug and Alcohol Testing

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Melissa White, Town Clerk Barbara Grattan, and the Riverhead Accounting Department.

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

Date July 5, 2000

TOWN OF RIVERHEADResolution # 626**Ratifies Appointment Of Trisha Green
As Deputy Receiver Of Taxes**

_____ Councilman Kent _____ offered the following resolution, which was seconded by _____ Councilman Lull _____

WHEREAS, Trisha B. Green was appointed as Deputy Receiver of Taxes on December 1, 1999 by Riverhead Receiver of Taxes Diane Stuke.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board ratifies the appointment of Trisha B. Green to the Civil Service exempt position of Deputy Receiver of Taxes, effective between December 1, 1999 and December 31, 2001 at the annual salary of \$31,270 for 2000. Green serves at the pleasure of the Receiver of Taxes. Her base salary during each remaining year of this agreement shall not be less than that of the preceding year, and

BE IT FURTHER, RESOLVED, that the terms and conditions of employment attached to this agreement will be equal to those found in the CSEA Agreement 1998-2000, in the following articles:

Article III	Hours of Work	(omitting Section 2, Overtime)
Article I	Vacation	
Article V	Sick Leave	(omitting Section 2 and allowing the payment of all unused sick time at 100 percent at severance)
Article VIII	Grievance Procedure	
Article IX	Pension and Longevity	
Article X	Health Insurance	(amending Section 1-A to 100% and amending Section 1-B and Sections 3 and 4 to be at the beginning of the fiscal year)
Article XII	General Provisions	(only Sections 1, 7, 8, 9, 10, 12, and 13)
Article XV	Wages	(only Section 11)
Article XVI	Dress Code	
Article XVII	Drug and Alcohol Testing	

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Trisha B. Green, Riverhead Receiver of Taxes and the Riverhead Accounting Department.

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

7/5/00

Town of Riverhead

RESOLUTION # 627

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC HEARING NOTICE TO CONSIDER THE DEMOLITION OF BUILDING(S) OWNED BY NORTHFORK BANK PURSUANT TO CHAPTER 54 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED, " UNSAFE BUILDINGS AND COLLAPSED STRUCTURES".

COUNCILMAN LULL offered the following resolution, was seconded by

COUNCILMAN KENT.

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the demolition of certain building(s) purportedly owned By Northfork Bank, located at 3994 Sound Avenue, Riverhead, New York 11901, known and designated as Suffolk County Tax #0600-018.00-01-006.00(aka 018.00-01-006.02); and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Northfork Bank, 274 Broadhollow road, Melville, New York 11747, The Fire Marshal, The Assessor's Office, Town Engineer's Office; Town Attorney's Office and the Town Building Department.

TOWN OF RIVERHEAD

PUBLIC NOTICE

PLEASE TAKE NOTICE, that a public hearing will be held on the 27th day of July, 2000 at 1:05 PM at Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons, to consider whether the owner of real property purportedly owned by Northfork Bank, 274 Broadhollow Road, Melville, New York 11747, known and designated as Suffolk County Tax Map#0600-018.00-01-006.00 (aka 018.00-01-006.02), at 3994 Sound Avenue, Riverhead, New York 11901 should secure the buildings(s) situated on said property so that the health, safety and welfare of the residents of the Town of Riverhead shall not be endangered or, if the building(s) are found to be in an unsafe condition as described pursuant to Chapter 54 of the Code of the Town of Riverhead entitled, "Unsafe Buildings and Collapsed Structures " to be repaired and secured or demolished and removed.

Dated: Riverhead, New York
July 5, 2000

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
BARBARA GRATTAN, Town Clerk

THE VOTE
 Densieski Yes No Cardinali Yes No
 Kent Yes No Luff Yes No
 Kozakewicz Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

Adopted

7/05/00

Town of Riverhead

RESOLUTION # 628

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC HEARING NOTICE TO CONSIDER THE DEMOLITION OF BUILDING(S) OWNED BY WILLIAM. JOHN & DAVID GROENEVELD, PURSUANT TO CHAPTER 54 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED, " UNSAFE BUILDINGS AND COLLAPSED STRUCTURES".

COUNCILMAN DENSIESKI

_____ offered the following resolution, was seconded by

COUNCILMAN CARDINALE

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the demolition of certain building(s) purportedly owned by William, John & David Groeneveld, located at 779 Main Road, Jamesport, 11947, known and assigned as Suffolk County Tax #0600-067.00-02-029.01; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to William, John & David Groeneveld, 797 Meadow Road, Smithtown, New York 11787, New York 11931 , Riverhead, New York 11901, The Code Enforcement Officer, The Assessor's Office, Town Engineer's Office; Town Attorney's Office and the Town Building Department.

TOWN OF RIVERHEAD

PUBLIC NOTICE

PLEASE TAKE NOTICE, that a public hearing will be held on the 27th day of July 2000 at 1:00 PM at Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons, to consider whether the owner of real property purportedly owned by William, John & David Groeneveld, located 779 Main Road, Jamesport, known and designated as Suffolk County Tax Map#0600-067.00-02-029.01, should secure the buildings(s) situated on said property so that the health, safety and welfare of the residents of the Town of Riverhead shall not be endangered or, if the building(s) are found to be in an unsafe condition as described pursuant to Chapter 54 of the Code of the Town of Riverhead entitled, "Unsafe Buildings and Collapsed Structures " to be repaired and secured or demolished and removed.

ated: Riverhead, New York
July 5, 2000

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
BARBARA GRATTAN, Town Clerk

THE VOTE
Denslekd Yes ___ No ___ Cardinals Yes ___ No ___
Kent ___ Yes ___ No ___ Lull Yes ___ No ___
Kozakiewicz Yes ___ No ___
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

Adopted

STATUS _____

07-05-00

TOWN OF RIVERHEAD

Resolution # 629

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC HEARING NOTICE TO CONSIDER THE DEMOLITION OF BUILDING(S) OWNED BY EDWARD BENTZ PURSUANT TO CHAPTER 54 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED. " UNSAFE BUILDINGS AND COLLAPSED STRUCTURES".

Councilman Cardinale offered the following resolution,

which was seconded by Councilman Lull

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the demolition of certain building(s) purportedly owned by Edward Bentz, located at 55 Laurin Road, Calverton, New York 11933, known an designed as Suffolk County Tax #0600-115.1-01-006.00; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Edward Bentz, 55 Laurin Road, Calverton, New York 11933, The Code Enforcement Officer, The Assessor's Office, Town Engineer's Office; Town Attorney's Office and the Town Building Department

THE VOTE

Cardinale Yes No

Densieski Yes No

Kent Yes No

Lull Yes No

Kozakiewicz Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD**PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 27 day of July 2000 at 1:25 PM at Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons, to consider whether the owner of real property purportedly owned by Edward Bentz, located at 55 Laurin Road, Calverton, New York 11933, known and designated as Suffolk County Tax Map#0600-115.1-01-006.00, should secure the buildings(s) situated on said property so that the health, safety and welfare of the residents of the Town of Riverhead shall not be endangered or, if the building(s) are found to be in an unsafe condition as described pursuant to Chapter 54 of the Code of the Town of Riverhead entitled, "Unsafe Buildings and Collapsed Structures " to be repaired and secured or demolished and removed.

ated: Riverhead, New York
June 29, 2000

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
BARBARA GRATTAN, Town Clerk

Adopted

7/5/00

TOWN OF RIVERHEAD

Resolution # 630

AUTHORIZES TOWN CLERK TO POST AND PUBLISH PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT OF CHAPTER 101 (VEHICLES & TRAFFIC) OF THE RIVERHEAD TOWN CODE

COUNCILMAN KENT

_____ offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI _____:

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached public notice to consider a proposed local law to consider the amendment of Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code, once in the July 13, 2000 issue of **News Review**, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Highway Department; the Town Engineer and the Riverhead Police Department.

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

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 18th day of July, 2000 at 7:05 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles & Traffic" as follows:

§ 101-10.1. Parking, standing and stopping prohibited.

The parking, standing or stopping of vehicles is hereby prohibited, except for emergency and police vehicles, in certain locations as follows:

<u>Street/Area</u>	<u>Side</u>	<u>Location</u>
<u>Howell Avenue</u>	<u>West</u>	<u>From its intersection with the north curb-line of East Main Street (Route 25) to a point 107 feet north</u>

Dated: Riverhead, New York
July 5, 2000

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

BARBARA GRATTAN, Town Clerk

* Underline represents addition(s)

Adopted

07/05/00

TOWN OF RIVERHEAD

RESOLUTION # 631

ORDER CALLING PUBLIC HEARING - EXTENSION 54 TO THE RIVERHEAD
WATER DISTRICT
TWOMEY AVENUE

ADOPTED _____

Councilperson COUNCILMAN LULL offered the following resolution which was seconded by Councilperson COUNCILMAN CARDINALE

WHEREAS, a map, plan, and report, including an estimate of cost have been prepared in such manner and in such detail as has heretofore been determined by the Town Board of the Town of Riverhead, relating to the establishment of a proposed extension to the Riverhead Water District in said Town, such extension to be known as Extension No. 54 to the Riverhead Water District of the Town of Riverhead, and

WHEREAS, said map, plan and report dated February, 2000, were prepared by H2M Group, competent engineers, duly licensed by the State of New York, and have been filed in the office of the Town Clerk of said Town, where the same are available during regular office hours for examination by any persons interested in the subject matter thereof, and

WHEREAS, said Extension No. 54 shall be bounded and described as set forth in Appendix A attached hereto and made a part hereof, and

WHEREAS, the improvements to be constructed shall be paid by a grant from the United States Environmental Protection Agency as more particularly set forth in a purchase order dated June 15, 2000, in the amount of \$98,850 and the balance through existing District funds for a total project cost of \$131,750, and

WHEREAS, said improvements consist of the installation of new water mains twelve and six inches in diameter, including hydrants, valves and other necessary furnishings, equipment and apparatus and other incidental improvements and expenses in connection therewith, as more fully described in the aforesaid map, plan and report, and

WHEREAS, such overall improvements have been determined to be an "unlisted action" pursuant to the regulations promulgated pursuant to the State Environmental Quality Review Act, the implementation of which, as proposed, the Town Board has determined

will not result in any significant environmental effects, and

WHEREAS, it is now desired to call a public hearing upon the question of the establishment of said Extension No. 54 to the Riverhead Water District of the Town of Riverhead in the manner aforesaid pursuant to Section 209-d of the Town Law,

NOW, THEREFORE, IT IS HEREBY

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

Section 1: A meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, shall be held at the Town Hall, 200 Howell Avenue, Riverhead, New York, on July 18, 2000, at 7:15 o'clock p.m. for the purpose of holding a public hearing to consider the establishment of a proposed extension to the Riverhead Water District of said Town as described in the preambles hereof, to be known as Extension No. 54 to the Riverhead Water District of the Town of Riverhead, and to consider the map, plan and report filed in relation thereto, and to hear all persons interested in the subject matter thereof concerning the same, and for such other action on the part of said Town Board as may be required by law or shall be proper in the premises. Such project is part of a project which has been determined to be an "unlisted action" pursuant to the regulations promulgated pursuant to the State Environmental Quality Review Act, the implementation of which, as proposed, the Town Board has determined will not result in any significant environmental effects.

Section 2: The Town clerk is hereby authorized and directed to cause a copy of this order to be published once in the July 6, 2000 edition of The News Review, the official newspaper of said Town, the first publication thereof to be not less than ten or more than twenty days before the day set herein for the hearing as aforesaid, and said Town Clerk shall also cause a copy thereof to be posted on the sign-board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law not less than ten nor more than twenty days before the day set for the hearing as aforesaid.

Section 3: This order shall take effect immediately.

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

Dated: July 5, 2000

THE VOTE
Densieski ✓ Yes ___ No ___ Cardinale ✓ Yes ___ No ___
Kent ✓ Yes ___ No ___
Kozakowski ✓ Yes ___ No ___
THE RESOLUTION WAS ~~X~~ WAS NOT ___
THEREUPON DULY ADOPTED



EXHIBIT "A"

RIVERHEAD WATER DISTRICT
PROPOSED EXTENSION NO. 54
TWOMEY AVENUE

DESCRIPTION OF EXTENSION

All those certain lots, parcels of land, said properties being known as Section 079, Block 001, Lots 010 & 011; Section 061, Block 001, Lots 07.2, 07.5, 07.6 & 07.7 and Section 061, Block 002, Lot 07.3, situated and lying and being at Riverhead, Town of Riverhead, County of Suffolk and State of New York, along with the right-of-way known as Twomey Avenue, bounded and described as follows:

BEGINNING at a point formed by the northerly right-of-way of Riley Avenue and westerly right-of-way to Twomey Avenue. Traveling northerly along the westerly right-of-way of Twomey Avenue a distance of approximately 262 feet to a POINT OF BEGINNING.

From said POINT OF BEGINNING, running northerly along the westerly right-of-way of Twomey Avenue a distance of approximately 573 feet to the southerly property line of Section 079, Block 001, Lot 010.

THENCE westerly along southerly property line of said Lot 010 a distance of approximately 259 feet to the westerly property line. Running northerly along the westerly property line a distance of approximately 200 feet to the northerly property line. Running easterly along the northerly property line of Lot 010 a distance of approximately 259 feet to the westerly right-of-way of Twomey Avenue.

THENCE running northerly along the westerly right-of-way of Twomey Avenue a distance of approximately 1,882 feet to a point formed by the apparent intersection of the westerly right-of-way of Twomey Avenue and the northerly property line of Section 061, Block 002, Lot 07.3.



THENCE running easterly perpendicular to the easterly right-of-way of Twomey Avenue a distance of 50 feet to the northerly property line of Section 061, Block 002, Lot 07.3.

THENCE running easterly along the northerly property line of Section 061, Block 002, Lot 07.3 a distance of approximately 882 feet to the easterly property line of said Lot 07.3.

THENCE running southerly along the easterly property lines of Section 061, Block 002, Lot 07.3, Section 061, Block 001, Lot 07.2 and Section 061, Block 001, Lot 07.7 a distance of approximately 833 feet to the southerly property line of Section 061, Block 001, Lot 07.7.

THENCE running westerly along the southerly property line of Section 061, Block 001, Lot 07.7 a distance of approximately 869 feet to the easterly property line of Section 079, Block 001, Lot 011.

THENCE running southerly along the easterly property line of Section 079, Block 001, Lot 001 a distance of approximately 208 feet to the southerly property line of said Lot 011.

THENCE running westerly along the southerly property line of Section 079, Block 001, Lot 001 a distance of approximately 208 feet to the easterly right-of-way of Twomey Avenue.

THENCE running southerly along the easterly right-of-way of Twomey Avenue a distance of approximately 1,502 feet to the southerly property line of Section 079, Block 001, Lot 13.1.

THENCE running westerly a point formed by the apparent intersection of the southerly property line of Section 079, Block 001, Lot 13.1 and the northerly property line of Section 079, Block 001, Lot 09.2 a distance of approximately 22 feet in the right-of-way of Twomey Avenue.

H2MGROUP

THENCE running westerly from said point in the right-of-way of Twomey Avenue a distance of approximately 29 feet to the said POINT OF BEGINNING.

END OF DESCRIPTION

Adopted

07/05/00

TOWN OF RIVERHEAD

ORDER CALLING PUBLIC HEARING
EXTENSION NO. 54 OF THE RIVERHEAD WATER DISTRICT
202-b

Adopted: 07/05/00RESOLUTION #632

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

WHEREAS, the Town Board of the Town of Riverhead, Suffolk County, New York, has duly caused to be prepared a plan and estimate of cost relating to the increase and improvement of the facilities of the Riverhead Water District of said Town by H2M, specifically to be known as Extension No. 54 of the Riverhead Water District as more particularly set forth in the engineering report dated February, 2000, and

WHEREAS, the maximum amount proposed to be expended for said overall improvement is \$32,900 which shall be allocated and charged as the cost of increasing and improving the facilities of the Riverhead Water District and shall be borne by the entire District to be paid from existing funds; and

WHEREAS, it is necessary that a public hearing be held on the question of the increase and improvement of the facilities of the entirety of said Riverhead Water District as described above, in accordance with the provisions of Section 202-b of the Town Law;

NOW, THEREFORE, IT IS HEREBY

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

Section 1. A public hearing will be held at the Town Hall, 200 Howell Avenue, Riverhead, New York, in said Town, on the 18th day of July, 2000, at 7:20 o'clock p.m., prevailing time, on the question of the increase and improvement of the facilities of the Riverhead Water District in the Town of Riverhead, Suffolk County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the notice of public hearing to be published in the July 6, 2000, edition of The News Review the newspaper hereby designated as the official newspaper for this

purpose, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less than ten, nor more than twenty days before the date designated for the public hearing.

Section 3. The project described in the preambles hereto is hereby determined to be an "unlisted action" under the State Environmental Quality Review Act, the implementation of which, as proposed, will not result in any significant environmental effects.

Section 4. The notice of public hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held by the Riverhead Water District pursuant to Section 202-b of the Town Law. The object of such hearing will be the increase and improvement of the Riverhead Water District specifically to be known as Extension No. 54 of the Riverhead Water District, particularly set forth in the report of H2M, consulting engineers, dated February, 2000. The report of the engineer detailing the scope of the work is available at the Office of the Town Clerk during normal business hours. All persons wishing to be heard should be present at Riverhead Town Hall, 200 Howell Avenue, on Tuesday, July 18, 2000 at 7:20 p.m. The estimated cost of the improvements is \$32,900 to be paid from existing district funds.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Riverhead, New York
July 5, 2000

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

Section 5: This order shall take effect immediately.

and be it further

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

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

Adopted

7/5/00

TOWN OF RIVERHEAD

Resolution # 633

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE FOR A PROPOSED LOCAL LAW TO AMEND CHAPTER 101 OF THE RIVERHEAD TOWN CODE

COUNCILMAN LULL

_____ offered the following resolution, was seconded by

COUNCILMAN CARDINALE

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice once in the July 13, 2000 issue of the NewsReview Newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to Chapter 101 entitled, "Vehicles and Traffic" to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Highway Department and the Police Department.

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

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, in the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on the 18th day of July, 2000 at 7:25 o'clock p.m. to consider a proposed local law to amend Chapter 101 (Vehicles and Traffic) of the Riverhead Town Code as follows:

§101-3. Stop and yield intersections; railroad crossings; parking fields.

A. Stop intersections.

Intersection	Stop Sign On	Entrance From
<u>Rabbit Run</u>	<u>Sue Lane</u>	<u>West</u>
<u>Rabbit Run</u>	<u>Kathy Lane</u>	<u>East</u>
<u>Ellen Street</u>	<u>Rabbit Run</u>	<u>South</u> (<u>southern intersection of circle</u>)
<u>Ellen Street</u>	<u>Rabbit Run</u>	<u>North</u> (<u>southern intersection of circle</u>)
<u>Rabbit Run</u>	<u>Ellen Street</u>	<u>East</u> (<u>southern intersection of circle</u>)
<u>Ellen Street</u>	<u>Rabbit Run</u>	<u>West</u> (<u>northern intersection of circle</u>)
<u>Rabbit Run</u>	<u>Ellen Street</u>	<u>North</u> (<u>northern intersection of circle</u>)
<u>Rabbbit Run</u>	<u>Ellen Street</u>	<u>South</u> (<u>northern intersection of circle</u>)
<u>Ellen Street</u>	<u>Moet Court</u>	<u>North</u>
<u>Ellen Street</u>	<u>Doctor's Path</u>	<u>South</u>

Dated: Riverhead, New York
July 5, 2000

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

* Underscore represents addition(s)

BARBARA GRATTAN, Town Clerk

Adopted

7/5/00

TOWN OF RIVERHEAD

Resolution # 634

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE FOR A PROPOSED LOCAL LAW TO AMEND CHAPTER 101 OF THE RIVERHEAD TOWN CODE

COUNCILMAN LULL

offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice once in the July 13, 2000 issue of the News Review Newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to Chapter 101 entitled, "Vehicles and Traffic" to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Highway Department and the Police Department.

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

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, in the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on the 18th day of July, 2000 at 7:30 o'clock p.m. to consider a proposed local law to amend Chapter 101 (Vehicles and Traffic) of the Riverhead Town Code as follows:

§101-3. Stop and yield intersections; railroad crossings; parking fields.

A. Stop intersections.

Intersection	Stop Sign On	Entrance From
<u>Access Road from</u> <u>25</u>	<u>Riverfront Drive</u>	<u>North</u>
<u>Access Road from</u> <u>25</u>	<u>Riverfront Drive</u>	<u>West</u>
<u>Access Road from</u>	<u>Riverfront Drive</u>	<u>East</u>

§ 101-4. One-way streets.

The streets or portions thereof listed below are hereby designated as one-way streets, and traffic shall travel on such only in the direction indicated:

Street	Direction	Limits
<u>Rte. 25 and</u> <u>Riverfront Drive</u>	<u>South</u>	<u>From the intersection of</u> <u>Rte. 25 thence south to</u> <u>the Peconic River</u>

§ 101-10.1. Parking, standing and stopping prohibited.

The parking, standing or stopping of vehicles is hereby prohibited, except for emergency and police vehicles, in certain locations as follows:

Street/Area	Side	Location
<u>Riverfront Drive</u>	<u>South</u>	<u>East of McDermott</u> <u>Avenue along the boardwalk</u>
<u>Ostrander Avenue</u>	<u>West</u>	<u>From its intersection starting on</u> <u>the southwest corner of</u> <u>Ostrander Avenue continuing</u> <u>south 25 feet thereof</u>
<u>Ostrander Avenue</u>	<u>West</u>	<u>From its intersection starting on</u> <u>the northwest corner of</u> <u>Ostrander Avenue continuing</u>

2nd Street

South

From its intersection starting on the southwest corner of 2nd Street continuing 25 feet west thereof

§ 101-13. Parking time limited.

Parking is hereby prohibited for longer than the time limit designated upon any of the following described streets, or portions thereof, and parking fields:

- A. Thirty minutes. The parking of vehicles for a period longer than 30 minutes between the hours of 9:00 a.m. and 5:00 p.m., except Sundays and holidays, is prohibited in the following locations:

Street	Side	Location
<u>Union Avenue</u>	<u>West</u>	<u>Starting at the northwest intersection of Rte. 25 thence northerly three (3) parking spaces to the curb cut in the rear of the Riverhead Flower Shop</u>

- B. One hour. The parking of vehicles for a period longer than one hour between the hours of 9:00 a.m. and 5:00 p.m., except Sundays and holidays, is prohibited in the following locations:

Street	Side	Location
<u>Parking Lot East of Salvation Army</u>	<u>East</u>	<u>First six (6) spaces south of Rte. 25 immediately proceeding two handicapped spaces</u>

- E. Two hours. The parking of vehicles for a period of longer than two hours is prohibited in the following locations between the hours of 9:00 a.m. and 5:30 p.m., except Sundays and holidays:

Street	Side	Location
<u>Parking Lot East of Salvation Army</u>	<u>East</u>	<u>Six (6) southerly spaces immediately proceeding six "one hour parking" spaces</u>

Dated: Riverhead, New York
July 5, 2000

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

* Underscore represents addition(s)

BARBARA GRATTAN, Town Clerk

Date July 5, 2000

Adopted**TOWN OF RIVERHEAD**Resolution # 635**Ratifies Appointment Of Dawn Thomas**
As Town Attorney

_____ Councilman Lull _____ offered the following resolution, which was seconded by _____ Councilman Densieski _____

WHEREAS, there was a vacancy in the position of Town Attorney for the Town of Riverhead in January, which was filled by Dawn Thomas.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board ratifies the appointment of Dawn Thomas to the Civil Service exempt position of Town Attorney for the Town of Riverhead, effective between January 1, 2000 and December 31, 2001 at the annual salary of \$58,000 for 2000. Thomas serves at the pleasure of the Town Supervisor and the Town Board. Her base salary during each remaining year of this agreement shall not be less than that of the preceding year; and

BE IT FURTHER, RESOLVED, that the terms and conditions of employment attached to this agreement will be equal to those found in the CSEA Agreement 1998-2000, in the following articles:

Article III	Hours of Work	(omitting Section 2, Overtime)
Article IV	Vacation	(amending Section 2 to include 70 hours)
Article V	Sick Leave	(omitting Section 2 and allowing the payment of all unused sick time at 100 percent at severance)
Article VIII	Grievance Procedure	
Article IX	Pension and Longevity	
Article X	Health Insurance	(amending Section 1-A to 100% and amending Section 1-B and Sections 3 and 4 to be at the beginning of the fiscal year)
Article XII	General Provisions	(only Sections 1, 7, 8, 9, 10, 12, and 13)
Article XV	Wages	(only Section 11)
Article XVI	Dress Code	

Article XVII Drug and Alcohol Testing

The town will offer a Universal Life Insurance Policy and a disability insurance policy. Thomas may, at her option, choose the life insurance or the disability insurance or both. The cost of these policies to the town may not exceed \$2,500. Any additional additional cost may be supplemented by Thomas via a payroll deduction. The cost will be adjusted yearly based on the Consumer Price Index for the New York and Northeastern New Jersey area for all urban Consumers as produced by the U.S. Department of Labor, Bureau of Labor Statistics. The base year to be used will be 1989.

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

Date July 5, 2000

TOWN OF RIVERHEAD

Adopted

Resolution # 636

**Ratifies Appointment Of Joey Mac Lellan
As Executive Assistant To The Supervisor**

_____ Councilman Densieski _____ offered the following resolution, which was seconded by _____ Council Lull _____

WHEREAS, there was a vacancy in the position of Executive Assistant to the Supervisor in January, which was filled by Joey Mac Lellan.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board ratifies the appointment of Joey Mac Lellan to the non-competitive Civil Service position of Executive Assistant to the Town Supervisor, effective between January 1, 2000 and December 31, 2001 at the annual salary of \$58,000 for 2000. Mac Lellan serves at the pleasure of the Town Supervisor. His base salary during each remaining year of this agreement shall not be less than that of the preceding year; and

BE IT FURTHER, RESOLVED, that the terms and conditions of employment attached to this agreement will be equal to those found in the CSEA Agreement 1998-2000, in the following articles:

Article III	Hours of Work	(omitting Section 2, Overtime)
Article IV	Vacation	(amending Section 2 to include 105 hours)
Article V	Sick Leave	(omitting Section 2 and allowing the payment of all unused sick time at 100 percent at severance)
Article VIII	Grievance Procedure	
Article IX	Pension and Longevity	
Article X	Health Insurance	(amending Section 1-A to 100% and amending Section 1-B and Sections 3 and 4 to be at the beginning of the fiscal year)
Article XII	General Provisions	(only Sections 1, 7, 8, 9, 10, 12, and 13)
Article XV	Wages	(only Section 11)
Article XVI	Dress Code	

Article XVII Drug and Alcohol Testing

The town will offer a Universal Life Insurance Policy and a disability insurance policy. Mac Lellan may, at his option, choose the life insurance or the disability insurance or both. The cost of these policies to the town may not exceed \$2,500. Any additional additional cost may be supplemented by Mac Lellan via a payroll deduction. The cost will be adjusted yearly based on the Consumer Price Index for the New York and Northeastern New Jersey area for all urban Consumers as produced by the U.S. Department of Labor, Bureau of Labor Statistics. The base year to be used will be 1989.

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

July 6, 2000

Adopted**TOWN OF RIVERHEAD**Resolution # 637**AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE OF
PUBLIC HEARING – RECREATION FEES****COUNCILMAN DENSIESKI**

_____ offered the following resolution which

was seconded by **COUNCILMAN KENT** _____

WHEREAS, by Section 277 of the Town Law, in the review of a subdivision plat a Town Planning Board shall, in order to insure adequate recreational facilities for residents, either set aside land or require a sum of money in lieu thereof, and

WHEREAS, Article XX, Section 108-97 B (14)(c) of the Town of Riverhead subdivision Regulations provides for a payment of \$2,000.00 per residential lot in lieu of setting aside land for recreational purposes, and

WHEREAS, Article XXIX, Section 108-146 A of the Town of Riverhead Zoning Ordinance provides for a payment of \$2,000 per condominium unit in lieu of the setting aside land for recreational purposes, and

WHEREAS, the Town Board has determined that given the number of residential units and condominium units currently proposed for development, that the current recreation fee for residential lots and condominium units is inadequate to provide proper recreational facilities for residents, and

WHEREAS, the Town Board has further determined that the residents of garden apartments within the community place an additional demand upon recreational services and facilities, and

WHEREAS, in order to provide proper recreational facilities and services for residents, the Town Board desires to both increase the payment in lieu of land set aside for recreation as well as require such payment for proposed garden apartments, now

THEREFORE BE IT

RESOLVED, that the Town Clerk be authorized to publish and post the attached notice of public hearing in the official newspaper of the Town of Riverhead.

THE VOTE
 Densieski Yes ___ No ___ Cardinale Yes ___ No ___
 Kent Yes ___ No ___ Lull Yes ___ No ___
 Kozakiewicz Yes ___ No ___
 THE RESOLUTION WAS WAS NOT

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on the 18th day of July, 2000 at 7:35 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

Chapter 108 "Zoning"

(14) Park and playground sites.

(c) Where the Planning Board deems it to be in the best interest to require the developer to deposit a payment, the amount to be paid shall be at the rate of ~~\$2,000~~ \$3,000 per each lot in the subdivision effective immediately. In lieu of a cash payment, the subdivider may post certificate of deposit or pass book in the name of the Town of Riverhead equal to the total fee as required herein. Where such cash, certificate of deposit or pass book is deposited, the fee of ~~\$2,000~~ \$3,000 shall be paid to the Town of Riverhead prior to the issuance of each certificate of occupancy of residential structures within the subdivision by the Building Inspector. The balance shall be payable in full on the second anniversary date on which this certificate of deposit or passbook was deposited and shall be withdrawn from such account by order to the Town Board. Such interest as may accrue on the certificate of deposit or passbook shall be returned and taxable to the depositor.

(e) If the Planning Board shall require that certain land be reserved for park, playground or other recreational purposes and a cash deposit be made, the cash deposit shall be equal to the amount hereinbefore set forth, e.g., ~~two~~ three thousand dollars (~~\$2,000.-~~) (\$3,000.) for each lot in the subdivision, less the cost of land reserved at the rate of five thousand dollars (\$5,000.) per acre and less the cost of the amount approved for the construction of the improvements in the recreational area. The amended fee of ~~two~~ three thousand dollars (~~\$2,000.-~~) (\$3,000.) shall apply to all subdivisions which receive final plat approval after ~~January 13, 1987~~ September 1, 2000.

§ 108-146. Condominium map approval.

A. The Planning Board is hereby empowered to approve condominium maps for filing with the Clerk of the County of Suffolk, subject to all applicable rules and regulations and the payment of a recreation fee of an amount equal to ~~two-three-thousand dollars (\$2,000.-)~~ (\$3,000.) per dwelling unit to the Town of Riverhead. In lieu of a cash payment, the developer may post a bond or letter of credit equal to the total fee, as required herein. The term of such bond or letter of credit shall extend for a period of two (2) years and six (6) months. After two (2) years from the date of the issuance of the bond or letter of credit,

the balance of the fee covering all the lots shall be due. The Town Board may extend the due date upon proof that the bond or letter of credit remains in full force and effect. The Clerk of the Planning Board shall maintain a log of the expiration dates of all such bonds. Where such cash or letter of credit is deposited, the fee of ~~two~~ three thousand dollars (~~\$2,000.~~ \$3,000.) shall be paid to the Town of Riverhead prior to the issuance of each certificate of occupancy by the Building Inspector.

§ 108-133. Conditions for approval.

J. Garden apartments. Prior to the approval of site plan applications for garden apartments, a recreation fee in the amount equal to three thousand dollars (\$3,000.) per apartment unit shall be paid to the Town of Riverhead.

Dated: Riverhead, New York
July 5, 2000

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

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

RESOLUTION # 638 ABSTRACT #27-00 JUNE 22, 2000 (TBM 7/5/00)

COUNCILMAN DENSIESKI offered the following Resolution which was seconded by
COUNCILMAN KENT

FUND NAME	CD-NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ -	\$ 166,474.80
PARKING METER	002	\$ -	\$ -
AMBULANCE	003	\$ -	\$ -
POLICE ATHLETIC LEAGUE	004	\$ 1,648.00	\$ 1,648.00
TEEN CENTER	005	\$ -	\$ -
RECREATION PROGRAM	006	\$ 2,276.76	\$ 2,276.76
SR NUTRITION SITE COUNCIL	007	\$ -	\$ -
D.A.R.E. PROGRAM FUND	008	\$ -	\$ -
CHILD CARE CENTER BUILDING FUND	009	\$ 61.97	\$ 61.97
YOUTH COURT SCHOLARSHIP FUND	025	\$ 150.00	\$ 150.00
SRS DAYCARE BUILDING FUND	027	\$ -	\$ -
COMMUNITY P.E.T.S. SHELTER	028	\$ -	\$ -
EDZ FUND	030	\$ -	\$ -
HIGHWAY	111	\$ 25,666.93	\$ 25,666.93
WATER	112	\$ 27,648.28	\$ 27,648.28
REPAIR & MAINTENANCE	113	\$ -	\$ -
RIVERHEAD SEWER DISTRICT	114	\$ 28,318.04	\$ 28,318.04
REFUSE & GARBAGE COLLECTION	116	\$ 148,904.74	\$ 148,904.74
STREET LIGHTING	116	\$ 4,082.40	\$ 4,082.40
PUBLIC PARKING	117	\$ 2,170.87	\$ 2,170.87
BUSINESS IMPROVEMENT DISTRICT	118	\$ 4.18	\$ 4.18
TOR URBAN DEV CORP TRUST ACCT	119	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ 4,796.98	\$ 4,796.98
CALVERTON SEWER DISTRICT	124	\$ -	\$ -
WORKER'S COMPENSATION FUND	173	\$ -	\$ -
HOSPITALIZATION SELF INSURANCE	174	\$ -	\$ -
RISK RETENTION FUND	176	\$ 2,236.42	\$ 2,236.42
UNEMPLOYMENT INSURANCE FUND	178	\$ -	\$ -
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ -
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ 100.00	\$ 100.00
URBAN DEVEL CORP WORKING	182	\$ -	\$ -
RESTORE	184	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ -	\$ -
SEWER DISTRICT DEBT	382	\$ -	\$ -
WATER DEBT	383	\$ -	\$ -
GENERAL FUND DEBT SERVICE	384	\$ -	\$ -
SCAVENGER WASTE DEBT	386	\$ -	\$ -
COMM DEVEL AGENCY CAP PROJECT	406	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ 17,094.36	\$ 17,094.36
EIGHT HUNDRED SERIES	408	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -
NUTRITION CAPITAL IMPS	441	\$ -	\$ -
CHIPS	451	\$ -	\$ -
YOUTH SERVICES	452	\$ 691.83	\$ 691.83
SENIORS HELPING SENIORS	453	\$ 43.76	\$ 43.76
EISEP	454	\$ -	\$ -
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -
MUNICIPAL FUEL FUND	626	\$ 1,487.20	\$ 1,487.20
MUNICIPAL GARAGE	626	\$ 4,495.16	\$ 4,495.16
TRUST & AGENCY	736	\$ 12,414.38	\$ 12,414.38
SPECIAL TRUST	736	\$ -	\$ -
COMMUNITY PRESERVATION FUND	737	\$ -	\$ -
CDA-CALVERTON	914	\$ 2,228.86	\$ 2,228.86
COMMUNITY DEVELOPMENT AGENCY	916	\$ -	\$ -
JOINT SCAVENGER WASTE	918	\$ 17,683.41	\$ 17,683.41
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ -
TOTALS		\$ 469,568.10	\$ 469,568.10

THE VOTE

Densieski Yes No
 Cardinale Yes No
 Kent Yes No
 Lull Yes No
 Kaszab Yes No

THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

RESOLUTION # 638 ABSTRACT #28-00 JUNE 29, 2000 (TBM 7/5/00)				
COUNCILMAN DENSIESKI				
COUNCILMAN KENT offered the following Resolution which was seconded by				
FUND NAME		CD-NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$	650,729.51	\$ 650,729.51
PARKING METER	002	\$	-	\$ -
AMBULANCE	003	\$	-	\$ -
POLICE ATHLETIC LEAGUE	004	\$	75.00	\$ 75.00
TEEN CENTER	005	\$	-	\$ -
RECREATION PROGRAM	006	\$	3,265.38	\$ 3,265.38
SR NUTRITION SITE COUNCIL	007	\$	-	\$ -
D.A.R.E. PROGRAM FUND	008	\$	-	\$ -
CHILD CARE CENTER BUILDING FUND	009	\$	-	\$ -
YOUTH COURT SCHOLARSHIP FUND	025	\$	-	\$ -
SRS DAYCARE BUILDING FUND	027	\$	1,900.64	\$ 1,900.64
COMMUNITY P.E.T.S. SHELTER	028	\$	-	\$ -
EDZ FUND	030	\$	2,232.99	\$ 2,232.99
HIGHWAY	111	\$	56,102.88	\$ 56,102.88
WATER	112	\$	47,610.29	\$ 47,610.29
REPAIR & MAINTENANCE	113	\$	-	\$ -
RIVERHEAD SEWER DISTRICT	114	\$	19,571.58	\$ 19,571.58
REFUSE & GARBAGE COLLECTION	115	\$	5,014.60	\$ 5,014.60
STREET LIGHTING	116	\$	6,304.32	\$ 6,304.32
PUBLIC PARKING	117	\$	3,258.65	\$ 3,258.65
BUSINESS IMPROVEMENT DISTRICT	118	\$	-	\$ -
TOR URBAN DEV CORP TRUST ACCT	119	\$	-	\$ -
AMBULANCE DISTRICT	120	\$	-	\$ -
CALVERTON SEWER DISTRICT	124	\$	-	\$ -
WORKER'S COMPENSATION FUND	173	\$	-	\$ -
HOSPITALIZATION SELF INSURANCE	174	\$	-	\$ -
RISK RETENTION FUND	175	\$	-	\$ -
UNEMPLOYMENT INSURANCE FUND	176	\$	-	\$ -
MAIN STREET REHAB PROGRAM	177	\$	-	\$ -
REVOLVING LOAN PROGRAM	178	\$	-	\$ -
RESIDENTIAL REHAB	179	\$	-	\$ -
DISCRETIONARY/SMALL CITIES	180	\$	-	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$	788.60	\$ 788.60
URBAN DEVEL CORP WORKING	182	\$	-	\$ -
RESTORE	184	\$	-	\$ -
PUBLIC PARKING DEBT	381	\$	-	\$ -
SEWER DISTRICT DEBT	382	\$	-	\$ -
WATER DEBT	383	\$	1,650.00	\$ 1,650.00
GENERAL FUND DEBT SERVICE	384	\$	2,007.42	\$ 2,007.42
SCAVENGER WASTE DEBT	385	\$	419.51	\$ 419.51
COMM DEVEL AGENCY CAP PROJECT	405	\$	-	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$	1,200,582.93	\$ 1,200,582.93
EIGHT HUNDRED SERIES	408	\$	-	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$	-	\$ -
NUTRITION CAPITAL IMPS	441	\$	-	\$ -
CHIPS	451	\$	-	\$ -
YOUTH SERVICES	452	\$	1,839.92	\$ 1,839.92
SENIORS HELPING SENIORS	453	\$	2,141.78	\$ 2,141.78
EISEP	454	\$	998.46	\$ 998.46
SCAVENGER WASTE CAP PROJ	470	\$	-	\$ -
MUNICIPAL FUEL FUND	625	\$	5,849.51	\$ 5,849.51
MUNICIPAL GARAGE	628	\$	9,349.40	\$ 9,349.40
TRUST & AGENCY	735	\$	568,821.70	\$ 568,821.70
SPECIAL TRUST	736	\$	-	\$ -
COMMUNITY PRESERVATION FUND	737	\$	220,000.00	\$ 220,000.00
CDA-CALVERTON	914	\$	91,120.98	\$ 91,120.98
COMMUNITY DEVELOPMENT AGENCY	915	\$	-	\$ -
JOINT SCAVENGER WASTE	918	\$	12,571.03	\$ 12,571.03
CENTRAL CLEARING ACCOUNT	999	\$	-	\$ -
TOTALS		\$	2,914,207.08	\$ 2,914,207.08

Adopted

7/5/00

TOWN OF RIVERHEAD

Resolution # 639

AUTHORIZES THE SUPERVISOR TO EXECUTE LETTER OF INTENT IN CONNECTION WITH THE RIVERHEAD TOWN VOLUNTEER AMBULANCE CORPS., INC.

COUNCILMAN KENT offered the following resolution, was seconded by

COUNCILMAN LULL :

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute a Letter of Intent (copy attached herewith) in connection with the Riverhead Town Volunteer Ambulance Corps. Inc.; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Riverhead Town Volunteer Ambulance Corps., Inc., Attn: Bruce Talmage; the Town Attorney's Office 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



TOWN OF RIVERHEAD

Robert F. Kozakiewicz, Town Supervisor

1177

Town Hall • 200 Howell Avenue
Riverhead, New York 11901
Tel. 631-727-3200 Ext. 250 • Fax 631-727-6712

July 5, 2000

Suffolk Regional Emergency Medical Services Council
P. O. Box 664
Yaphank, NY 11980-0664

Re: *Transfer of service operating authority*

Dear Chairman and Council:

The Riverhead Volunteer Ambulance Corps, Inc. (RVAC) and the Town of Riverhead Ambulance District desire to enter into an agreement for the provision of emergency medical services (EMS) to the inhabitants of and visitors to those portions of the Town of Riverhead which lie outside of the Wading River Fire District. Emergency medical services are presently provided to this area by the Town of Riverhead through the Riverhead Town Volunteer Ambulance Corps (RTVAC), a municipal department staffed by volunteer employees. RVAC is a not-for profit corporation formed by the members of RTVAC in 1996. The stated purpose of RVAC is to manage the operation of EMS within the above-mentioned area as a contract agency to the Town of Riverhead.

The reasons for effecting this transfer are to increase the efficiency of providing EMS to the Town's residents and visitors and to keep the management of day-to-day EMS decisions in the hands of the persons providing the services. The present management structure of having an all-volunteer municipal department has been in effect since 1978, when the volunteer department was created to relieve the Riverhead Town Police Department from providing emergency ambulance services. From then until now, the Riverhead Town Volunteer Ambulance Corps has been the only all-volunteer EMS provider in the State of New York operating as a town department. During the last several years, the management model of having volunteer, community ambulance organizations provide EMS under contract to the local townships has shown itself to be both successful and popular. With this transfer, the

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Operating Authority

Town of Riverhead Ambulance District will be adopting the same methods presently employed by the other nine towns in Suffolk County.

It should be noted that this transfer of operating authority will only affect the management structure for providing the emergency services. It will not result in any personnel changes for the volunteers presently providing EMS in Riverhead Township. All members of RTVAC will automatically become members of RVAC, and all line officers in RTVAC will continue their duties within RVAC. This transfer has been endorsed by the officers and members of RTVAC as well as by the Riverhead Town Ambulance District Board and the RVAC Directors.

Any questions concerning this request may be directed to either Dawn Thomas, Town Attorney (631) 727-3200 ext. 215 or Bruce Talmage at either (631) 369-1325 (home) or (631) 727-0124 ext. 110 (work).

Very truly yours,

Robert Kozakiewicz
Supervisor, Town of Riverhead
Riverhead Ambulance District