Town Clerk

TOWN BOARD MEETING
AGENDA
ROBERT F. KOZAKIEWICZ, Supervisor

September 3rd, 2003

Edward Densieski, Councilman
James Lull, Councilman
Barbara Blass, Councilwoman
Rose Sanders, Councilwoman

Barbara Grattan, Town Clerk
Dawn Thomas, Town Attorney

ELECTED OFFICIALS

Laverne Tennenberg	Chairwoman Board of Assessors
Madelyn Sendlewski	Board of Assessors
Paul Leszczynski	Board of Assessors
Mark Kwasna	Highway Superintendent
Maryann Wowak Heilbrunn	Receiver of Taxes
Richard Ehlers	Town Justice
Allen M. Smith	Town Justice

DEPARTMENT HEADS

John J. Hansen	Accounting Department
Leroy E. Barnes, Jr.	Building Department
Andrea Lohneiss	Community Development
Ken Testa	Engineering Department
Richard Hanley	Planning Department
Chief David Hegermiller	Police Department
Judy Doll	Senior Services
John Reeve	Sanitation Department
Michael Reichel	Sewer District
Gary Pendzick	Water Department

Call to Order and Salute to the Flag

Approves Minutes of August 19th , 2003

Lull Offered the minutes to be approved, which was seconded by Densieski. 5 yes

Congratulations to the Champions!
Riverhead Little League 11-12 year old Girl's Team

REPORTS

Tax Receiver: Utility Collections Report for Aug.2003
Total Collected: $186,047.66

Town Clerk: Monthly Report for August, 2003
Total Collected: $10,414.64

Sewer Dept.: Discharge Monitoring Report for July.

Building Report: Monthly report for August, 2003
Total Collected: $58,414.25

APPLICATIONS

SHOWS & EXHIBITION PERMITS:

HARBES FAMILY FARM LLC-WEEK-ENDS:AUG,SEPT.OCT.
FALL HARVEST FESTIVAL

TANGER OUTLET CENTER-SEPT.5-12-TENT SALE

RIVERHEAD BUILDING SUPPLY-SEPT.27-TENT SALE

RIVERHEAD COUNTRY FAIR-OCT.19-FAIR

FIREWORKS PERMIT: TIMOTHY HILL CHILDREN'S RANCH-SEPT. 6TH

PARADE PERMITS:

RHD FOUNDATION FOR MARINE-OCT. 25TH

SPECIAL PERMITS: TANGER PROPERTIES LIMITED PARTNERSHIP-

SITE PLAN: MAXIMUM MOTOR SPORTS-CONSTRUCTION OF NEW MOTORCYCLE SHOWROOM

NF MANAGEMENT, INC.-CONSTRUCTION OF (4) TOWNHOUSE APARTMENTS-N. SIDE OF LINCOLN STREET

RIVERHEAD DEVELOPMENT GROUP LLC-TRADE SHOP FACILITY

(AMENDED) EAST MAIN STREET ASSOCIATES-ADDITION TO BUILDING.

CORRESPONDENCE

PETER DANOWSKI: RE: MASTER PLAN RECOMMENDATIONS

GENE GREAVES: RE: ROUTER 25 SPPED LIMIT AND PASSING LANES IN CALVERTON

PUBLIC HEARINGS

7:00 P.M. The Purchase of Development Rights of Land Owned by Avery Young.

7:10 P.M. The Town of Riverhead Purchase of Property located on the northerly side of Riverside Drive.

7:15 P.M. The Purchase of Property located on the southeast side of Northville Turnpike.

7:20 P.M. The Special Permit Petition of Little Flower Children's Services.

7:25 P.M. The Local Law to repeal and replace Chapter 90 entitled, "Special Events".

7:30 P.M. The Local Law to amend Chapter 12 entitled, "Coastal Erosion Hazard Areas."

PUBLIC COMMENT ON ANY RESOLUTIONS LISTED BELOW:
REGULAR TOWN BOARD MEETING:

#976	Authorizes Town Clerk to Publish and Post Public Hearing Notice to Consider the Demolition of Building(s) Owned by Margaret Fahrbach Pursuant to Chapter 54 of the Code of the Town of Riverhead Entitled, "Unsafe Buildings and Collapsed Structures"
#977	Authorizes the Attendance of an Inspector at the 2003 Mid-Atlantic Life Safety Conference
#978	Amending Resolution #865- Authorizing Emergency Work for the Riverhead Sewer District
#979	Authorizes Supervisor to Execute Contract Agreement (M. Conklin)
#980	Authorizes Supervisor to Execute Contract Agreement (G. Pendzick)
#981	Authorizes the Execution of a Lease Agreement Between North Shore United Methodist Church and the Town of Riverhead
#982	Approves Application of Living Water Full Gospel Church
#983	Approves the Application for Fireworks Permit of Timothy Hill Children's Ranch
#984	Approves the Application of Liz Claiborne (Tanger Outlet Center)
#985	Authorization to Donate Fixed Assets
#986	Sets Policy for All Committees
#987	Authorizes the Supervisor to Execute an Agreement with P & G Computers and Design

#988 Awards Bid for Mobile ADA Restroom Trailer

#989 Approves Temporary Sign Permit of Atlantis Marine World, LLC (6th Annual 5K Run for the Ridley)

#990 Approves Temporary Sign Permit of Victorian Greenhouse (Impatiens Hanging Baskets)

#991 Approves R.R. Plumbing Services Corp. as Drainlayer for Riverhead Sewer District

#992 General Fund Budget Adjustment

#993 Approves Temporary Sign Permits of Borders

#994 Authorizes the Execution of a Third Party Custodial Agreement between the Town of Riverhead, North Fork Bank and the Bank of New York

#995 Accepts Final Environmental Impact Statement of Traditional Links, LLC

#996 Corrects Resolution #756 "Awards Bid for Annual Asphalt Contract"

#997 Order Establishing Lateral Water Main-NF Golf Resorts-RWD

#998 Order Establishing Lateral Water Main-Aquebogue Golf Resorts

#999 Authorizes Town Clerk to Advertise for Bids-RWD-Extension 56B, Sunken Ponds Estates, Section 3

#1000 Awards Bid for Paint

#1001 Appoints a P/T Guard to the Recreation Dept. (F. Villanell)

#1002 Appoints P/T Recreation Aides for the Purpose of Being Basketball Leaders for the Recreation Dept.

#1003 Appoints a Recreation Specialist to the Recreation Dept. (T. Curry)

#1004 Appoints a Recreation Specialist to the Recreation Dept. (T. Oak)

#1005 Authorization to Discard Fixed Assets

#1006 Adopts a Local Law to Amend Chapter 58 Entitled, "Dogs" of the Riverhead Town Code

#1007 PAL Budget Adjustment

#1008 North Country Road Road Improvement Budget Adjustment

#1009 Sound Road Road Improvement Budget Adjustment

#1010 Riley Avenue Road Improvement Budget Adjustment

#1011 Tuthill Lane, No. & So. Apollo Drive Road Improvement Budget Adjustment

#1012 Manor Lane Road Improvement Budget Adjustment

#1013 Youngs Avenue Road Improvement Budget Adjustment

#1014 Osborne Avenue Road Improvement Budget Adjustment

#1015 Ostrander Avenue Road Improvement Budget Adjustment

#1016 Mill Road Road Improvement Budget Adjustment

#1017 Ziemacki Lane Road Improvement Budget Adjustment

#1018 Reeves Park Road Improvement Budget Adjustment

#1019 Roanoke Avenue Road Improvement Budget Adjustment

#1020 Corwin Street Road Improvement Budget Adjustment

#1021 Sound Avenue (between Route 105 and Herricks Lane) Road Improvement Budget Adoption

#1022 River Road Guard Rail Improvement Project Budget Adoption

#1023 Stotzky Park Skateboard Complex Capital Project Budget Adjustment

#1024 Mid Road Properties Ext 70 II Capital Project Budget Adjustment

#1025 Y2K Iron Pier Beach Improvement Capital Project Budget Adjustment

#1026 Howard Nichols Water Ext. Budget Adjustment

#1027 Adopts a Local Law Amending Chapter 47 Entitled, "Bays and Creeks" of the Riverhead Town Code

#1028 Approves Special Permit Petition of East End Wireless, Inc Nextel of New York, Inc. d/b/a Nextel Communications and New York SMSA Limited Partnership d/b/a Verizon Wireless-Telecommunications Monopole and Shed at Cherry Creek

#1029 Approves Application for Hallockville Farm

#1030 Pays Bills

STATUS Tabled

TOWN OF RIVERHEAD

Resolution # 976

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

COUNCILMAN DENSIESKI offered the following resolution,

which was seconded by **COUNCILWOMAN BLASS**

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 Margaret Fahrbach located at 33 3rd Avenue & 8th Street, Wading River, New York 11792, known an designed as Suffolk County Tax #0600-59.00-03-008.04; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Thurms Estates, 703 Fresh Pond Avenue, Wading River, New York 11792; Margaret Fahrbach at 33 3rd Avenue & 8th Street, Wading River, New York 11792, the Fire Marshal, the Assessor's Office, Town Engineer's Office; Town Attorney's Office and the Town Building Department

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐
Thereupon Duly Declared ~~Adopted~~

Tabled

TOWN OF RIVERHEAD

PUBLIC NOTICE

PLEASE TAKE NOTICE, that a public hearing will be held on the 11th day of September 2003 at 11:00 AM at Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons, to consider whether the owner of real property (mobile home) purportedly owned by Margaret Fahrbach located at Thurms Estates, 33 3rd Street & 8th Avenue, Wading River, New York 11792, known and designated as Suffolk County Tax Map#0600-059.00-01-008.03 should demolish 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
August 2003

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

September 2, 2003

Adopted

TOWN OF RIVERHEAD

Resolution # 977

AUTHORIZES THE ATTENDANCE OF AN INSPECTOR AT THE 2003 MID-ATLANTIC LIFE SAFETY CONFERENCE

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

WHEREAS, the Building Department Administrator has requested authorization from the Riverhead Town Board for the attendance of an Inspector at a training conference; and,

WHEREAS, the conference will be held in Laurel, Maryland on September 30, 2003.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the attendance of an Inspector at the aforementioned training conference; and,

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes reimbursement of expenses, not to exceed $250.00, upon proper submission of receipts; and,

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

THE VOTE

Sanders ✓ Yes ___ No Blass ✓ Yes ___ No

Densleski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozakiewicz ✓ Yes ___ No

THE RESOLUTION WAS ✓ WAS NOT ___

THEREUPON DULY ADOPTED

9/3/03

Adopted

AMENDING RESOLUTION #865
AUTHORIZING EMERGENCY WORK
FOR RIVERHEAD SEWER DISTRICT
RESOLUTION # 978
Adopted 9/3/2003

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

WHEREAS, a blockage was discovered in the Route 58 gravity pipe in the vicinity of the construction of Peconic Bay Motors, and

WHEREAS, upon a video camera investigation, it was determined that a piece of concrete had ruptured the gravity main, and

WHEREAS, the main at that location is buried at a depth of approximately 14 feet and must be repaired immediately, and

WHEREAS, on 8/5/03 the Town Board adopted resolution #865 authorizing the emergency of repair work to the sewer main not to exceed $25,000.00, and

WHEREAS, the work necessary to repair the sewer main was more involved and took more time than anticipated,

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Riverhead as the governing body of the Riverhead Sewer District hereby authorizes the payment of $42,998.29 to All County Paving Corp., for its cost to perform the emergency work to the sewer main, and be it further

RESOLVED, that the Town Clerk shall forward certified copies of this resolution to the Accounting Department, H2M, Frank A. Isler, Esq., All County Paving, Inc.

THE VOTE
Sanders √ Yes ___ No Blass √ Yes ___ No
Densieski √ Yes ___ No ___ Lull √ Yes ___ No
Kozakiewicz ___ √ Yes ___ No
THE RESOLUTION WAS √ WAS NOT ___
THEREUPON DULY ADOPTED

09/03/03

1790
Adopted

TOWN OF RIVERHEAD

Resolution # 979

AUTHORIZE SUPERVISOR TO EXECUTE CONTRACT AGREEMENT

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

BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby approves an employee contract with Mark Conklin and authorizes the Town Supervisor to execute it with his signature; and

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

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

The Resolution Was [X] Was Not [ ]
Thereupon Duly Declared Adopted

supercontract.tmm

09/03/03

Adopted

TOWN OF RIVERHEAD

Resolution # 980

AUTHORIZE SUPERVISOR TO EXECUTE CONTRACT AGREEMENT

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

BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby approves an employee contract with Gary Pendzick and authorizes the Town Supervisor to execute it with his signature; and

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

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

The Resolution Was [X] Was Not [ ]
Thereupon Duly Declared Adopted

9/3/03

Adopted

TOWN OF RIVERHEAD

Resolution # 981

AUTHORIZES THE EXECUTION OF A LEASE AGREEMENT BETWEEN NORTH SHORE UNITED METHODIST CHURCH AND THE TOWN OF RIVERHEAD RECREATION DEPARTMENT

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN LULL:

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute a Lease Agreement for the use of the North Shore United Methodist Church Parish Hall for meetings to be held by the Nora M. Dirska Seniors Club and the Wading River Seniors Club (copy of Agreement attached herewith); and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the North Shore United Methodist Church, Route 25A, Wading River, 11792; the Riverhead Recreation Department; the Office of the Town Attorney and the Office of Accounting.

THE VOTE

Sanders ✓ Yes ___ No Blass ✓ Yes ___ No

Densieski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozakiewicz ✓ Yes ___ No

THE RESOLUTION WAS ✓ WAS NOT ___

THEREUPON DULY ADOPTED

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TOWN OF RIVERHEAD- RECREATION DEPARTMENT

THIS AGREEMENT, made on the _____ day of **September, 2003** by and between the Recreation Department of the TOWN OF RIVERHEAD, a municipal corporation with its principal place of business at 200 Howell Avenue, Riverhead, NY, 11901, (hereinafter referred to as the "**AGENCY**") and **North Shore United Methodist Church,** located at **Route 25A, Wading River, NY 11792** (hereinafter referred to as the "**METHODIST CHURCH**").

WITNESSETH

WHEREAS, the Town of Riverhead is in need of the use of a facility for weekly meetings of the Nora M. Dirska Seniors Club, which are held on Thursdays of each week; and

WHEREAS, the Town of Riverhead is in need of the use of a facility for weekly meetings of the Wading River Seniors Club, which are held on Wednesday of each week; and

WHEREAS, the Methodist Church has agreed to permit the Town to use its Parish Hall located at North Wading River Road, Wading River, and New York.

NOW, THEREFORE, it is hereby agreed as follows:

1. The Methodist Church will permit the Town to use the Parish Hall for the purpose of meetings to be held by the Nora M. Dirska Seniors Club every Thursday from 10:00 a.m. to 3:30 p.m. commencing September 11, 2003 through January 8, 2004; and the purpose of meetings to be held by the Wading River Seniors Club every Wednesday from 10:00 a.m. to 2:00 p.m. commencing September 10, 2003 through January 14, 2004.

2. The Town has agreed to make payments every other month of eight hundred and 00/100 ($800.00) dollars for the agreement, which consideration shall not exceed four thousand and 00/100 ($4,000.00) dollars during the duration of this agreement.

3. The Methodist Church has the right to cancel any meetings during a particular week for any reason upon three (3) days notice to the Recreation Department or as soon as is practical during inclement weather.

4. All activities of the Nora M. Dirska Seniors Club shall be of a non-gambling nature. However, bingo and other games of a recreational purpose only may be played.

5. There shall be no consumption or possession of alcoholic beverages of any kind at any time.

6. The Town will hold harmless and indemnify the Methodist Church for any and all incidents, which shall occur while the Nora M. Dirska Seniors Club and the Wading Seniors Club are utilizing the Parish Hall.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on the day and year first above written.

NORTH SHORE UNITED METHODIST CHURCH

By:_____

Recommended By:_____
Recreation Director

Approved By:_____
Town Supervisor

9/3/03

Adopted

TOWN OF RIVERHEAD

Resolution # 982

APPROVES APPLICATION OF LIVING WATER FULL GOSPEL CHURCH

COUNCILMAN LULL offered the following resolution, was seconded by

COUNCILWOMAN BLASS:

WHEREAS, Living Water Full Gospel Church has submitted an application for the purpose of conducting religious services (youth rally) to be located under a tent on their property at 24 Shade Tree Lane, Riverhead, New York, to be held on September 6, 2003, between the hours of 6:30 p.m. and 10:00 p.m.; and

WHEREAS, the applicant has requested the application fee be waived; 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 Living Water Full Gospel Church for the purpose of conducting religious services (youth rally) to be located under a tent on their property at 24 Shade Tree Lane, Riverhead, New York, to be held on September 6, 2003, between the hours of 6:30 p.m. and 10:00 p.m., is hereby approved; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the application fee; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 209, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Living Water Full Gospel Church, 24 Shade Tree Lane, Riverhead, New York, 11901; the Riverhead Fire Marshal and the Riverhead Police Department.

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THE VOTE

Sanders ✓ Yes ___ No Blass ✓ Yes ___ No

Densieski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozaklewicz ✓ Yes ___ No

THE RESOLUTION WAS ✓ WAS NOT ___ THEREUPON DULY ADOPTED

9/3/03

TOWN OF RIVERHEAD

Adopted

Resolution # 983

APPROVES THE APPLICATION FOR FIREWORKS PERMIT OF TIMOTHY HILL CHILDREN'S RANCH

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILWOMAN SANDERS:

WHEREAS, Timothy Hill Children's Ranch has submitted a Fireworks Permit Application for the purpose of conducting a fireworks display to be held on their property located at 298 Middle Road, Riverhead, New York on September 6, 2003 between the hours of 8:00 p.m. and 9:00 p.m.; and

WHEREAS, the Town Attorney is in receipt of a completed Fireworks Application executed by the Chief of the Riverhead Department and the Riverhead Fire Marshal and a certificate of insurance from the fireworks company (Bay Fireworks, Inc.) naming the Town of Riverhead as an additional insured and has determined that same is satisfactory as to their form.

NOW THEREFORE BE IT RESOLVED, that the Fireworks Permit Application of Timothy Hill Children's Ranch, for the purpose of conducting a fireworks display to be held on their property located at 298 Middle Road, Riverhead, New York on September 6, 2003 between the hours of 8:00 p.m. and 9:00 p.m., is hereby approved with the following conditions:

- The required fire suppression equipment and personnel shall be provided by the Riverhead Fire Department whom must be at the site prior to commencement of fireworks display.
- Scheduling a pre-event inspection between 12:00 noon and 2:00 p.m. on the day of the event having the Fireworks technician(s), the Riverhead Fire Marshal and the Riverhead Fire Chief in attendance.
- Fireworks and technicians must arrive at Timothy Hill Children's Ranch no later than 2:00 p.m. on the day of the event.
- Fire Marshal to be present 30 minutes prior to commencement of display for purpose of final inspection and safety review.
- Fireworks display shall be limited to shells not larger than 3" in diameter.
- Fire Marshal shall have final authorization to allow the fireworks display or cancel the display if there are unsafe conditions, lightning and/or winds in excess of 30 miles per hour; and be it further

c:\\wp60\wpdocs\fireworks.res

THE VOTE

Sanders ✓ Yes ___ No Blass ✓ Yes ___ No

Densieski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozakiewicz ✓ Yes ___ No

THE RESOLUTION WAS ✓ WAS NOT ___

THEREUPON DULY ADOPTED

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Timothy Hill Children's Ranch, 298 Middle Road, Riverhead, New York, 11901; Bay Fireworks, 110 Route 110, Suite 102, Huntington Station, New York, 11746; the Riverhead Fire Department; Bruce Johnson, Riverhead Fire Marshal; the Office of the Town Attorney and the Riverhead Police Department.

9/3/03

Adopted

TOWN OF RIVERHEAD

Resolution # 984

APPROVES THE APPLICATION OF LIZ CLAIBORNE (TANGER OUTLET CENTER)

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DENSIESKI:

WHEREAS, Liz Claiborne has submitted an application for the purpose of conducting a tent sale to be held at Tanger I, Tanger Outlet Center, (parking lot of Liz Claiborne), 1770 West Main Street, Riverhead, New York, on September 5, 2003 through September 12, 2003 between the hours of 9:00 a.m. and 9:00 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 Liz Claiborne for the purpose of conducting a tent sale to be held at Tanger I, Tanger Outlet Center, (Liz Claiborne parking lot), 1770 West Main Street, Riverhead, New York, on September 5, 2003 through September 12, 2003 between the hours of 9:00 a.m. and 9:00 p.m., is hereby approved; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 209, for the purpose of arranging the "pre-opening" inspection; and be it further

RESOLVED, that the tent(s) must be removed at the end of business on September 13, 2003; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Liz Claiborne, Tanger Drive, Suite 101, Riverhead, New York, 11901; the Riverhead Fire Marshal and the Riverhead Police Department.

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ✓ Yes ___ No Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

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September 3, 2003

1799
Adopted

TOWN OF RIVERHEAD

AUTHORIZATION TO DONATE FIXED ASSETS

RESOLUTION # 985

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

WHEREAS, computer equipment that has become surplus due to town wide upgrades; and

WHEREAS, after careful consideration, it is the recommendation of the Accounting Department that this equipment has useful life and be donated to the Riverhead Community Awareness Program. The Accounting Department hereby requests that the Town Board authorize this donation.

NOW, THEREFORE BE IT

RESOLVED, that the Accounting Department is hereby authorized to donate the following items:

Tag #	Item	SN#
23685	Gateway CPU	0021681269
23674	Gateway CPU	0021681272
21905	Gateway Monitor	7224494
23051	Gateway Monitor	HDA8J80003872
22536	Gateway Keyboard	T052697
23671	Gateway Keyboard	F166903
22535	Gateway Mouse	9866643-30000
21902	Gateway Mouse	00186645

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ✓ Yes ___ No Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

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09/03/03

1800

Adopted

TOWN OF RIVERHEAD

Resolution # 986

SETS POLICY AND PROCEDURES FOR ALL COMMITTEES

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

WHEREAS, it is the policy of the Town of Riverhead to maintain various committees which are comprised of community volunteers interested in improving the function and efficiency of the Town of Riverhead; and

WHEREAS, the Town Board wishes to establish a policy wherein if a member of a committee is absent without a satisfactory explanation from three (3) consecutive scheduled meetings of which notice of the meeting was given will result in removal of that person from said committee creating a vacant position on that committee to be filled by action of the Town Board; and

NOW, THEREFORE, BE IT RESOLVED, that effective September 3, 2003, the Town Board of the Town of Riverhead hereby adopts this above policy; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to each Committee Chairperson, the Town Board and the Riverhead Office of Accounting.

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☐ Yes ☒ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐

Thereupon Duly Declared Adopted

Councilman Lull offered the to amend the resolution, which was seconded by Councilwoman Sanders. All members in favor of amending the resolution.

supertmm Councilman Lull offered the resolution for adoption as amended, which was seconded by Councilwoman Blass.

The VOTE: Sanders, yes,Blass,yes, Densieski,no, Lull, yes,Kozakiewicz,yes;

09/03/03

Adopted

TOWN OF RIVERHEAD

Resolution # 987

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH P & G COMPUTERS AND DESIGN

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILWOMAN SANDERS:

WHEREAS, The Town Board of the Town of Riverhead has agreed that it certain offices within the Town Hall require assistance with computer systems design; and

WHEREAS, P & G Computer Design has submitted a proposal to provide appraisal services as set forth above,

NOW, THEREFORE, be it hereby

RESOLVED that the Town Board authorizes the Supervisor to execute an agreement between P & G Computer Design to provide the Town Board with a computer services in accordance with the proposal submitted by P & G Computers and Design dated March 19, 2003, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to P & G Computer Design, the Town Attorney and the Office of Accounting.

THE VOTE

Sanders ✓ Yes ___ No Blass ✓ Yes ___ No

Densieski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozakiewicz ✓ Yes ___ No

THE RESOLUTION WAS ✓ WAS NOT ___

THEREUPON DULY ADOPTED

Y:\Dawn\resolutions\authorize landauer realty.doc

P & G Computers and Design

Phone: 1.877. 561.4526

March 19, 2003

PROPOSAL

The following is a proposal for the Riverhead Legal Department, with regard to their Computer Server/ Security needs. It is divided into three sections which incorporate different aspects of the installation and setup. It is as follows:

SECTION 1- SERVER SETUP

This phase consists of the man hours required to setup the customers server and configure the necessary hardware and software to get the server operational, as well as adding up to 6 personal computers to the server. Includes:

Hardware Setup
Software setup & configuration
File Transfer
PC Setup

TOTAL: $ 1500

SECTION 2- BACKUP SCHEDULE

This phase consists creating a backup schedule to handle file updates and file storage in the event of a problem with the original data on the server

TOTAL: $150

SECTION 3– Email Security Setup

Install Email encryption software on the PC's attached to the server.

TOTAL: $150

6 MONTHS SUPPORT (optional)

We can provide system support with a response time of within 24 hours, 7 days a week, in the event of a problem on the server. (Please note: hardware problems would be the responsibility of the server supplier and a separate support/extended warranty plan should be purchased)

TOTAL: $400

Proposal Accepted:

TOTAL: $ 1800– 2200

Riverhead Signature

P&G Signature

Please note: This quote is based on standard operating and installation conditions. Any delays or complications resulting from problems arising from the customer, its vendors or associated agencies, will result in increased time charges, and are not part of this document. These additional charges (if any) will be billed hourly and according to the type of service being performed.

Adopted

TOWN OF RIVERHEAD
AWARDS BID FOR MOBILE ADA RESTROOM TRAILER

RESOLUTION 988

COUNCILWOMAN SANDERS offered the following resolution which was

seconded by COUNCILMAN DENSIESKI.

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the purchase of a Mobile ADA Restroom Trailer; and

WHEREAS, one (1) bid was received, opened and read aloud on the 14th day of April at 11:00 am in the office of the Town Clerk, 200 Howell Avenue, Riverhead, New York.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Mobile ADA Restroom Trailer, Model No. 812 including Alternates 1 through 9 for a total amount of Forty Six Thousand One Hundred Forty Three & 00/100 ($46,143.00)be and is hereby awarded to American Engineering; and

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

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to American Engineering, 15886 Michigan Road, Argos, IN 46501, Kenneth Testa, P.E. and the Office of Accounting.

THE VOTE

Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ✓ Yes ___ No Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No

THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

September 4, 2003

Adopted

TOWN OF RIVERHEAD
Resolution # 989

APPROVES TEMPORARY SIGN PERMIT OF ATLANTIS MARINE WORLD, LLC
(6TH ANNUAL 5K RUN FOR THE RIDLEY)

COUNCILMAN DENSIESKI offered the following resolution, which was seconded by

COUNCILMAN LULL.

WHEREAS, a temporary sign permit and sketch were submitted by Atlantis Marine World, LLC for property located at 431 East Main St., Riverhead, New York designated by SCTM # 0600/129.00-04-021.02; and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Riverhead hereby approves the temporary sign permit application for Atlantis Marine World, LLC submitted by Riverhead Foundation for Marine Research & Preservation for "6th Annual 5K Run for the Ridley" and be it

RESOLVED, that said temporary sign permit shall expire on October 27, 2003 and the applicant shall removed the affected sign, in its entirety, on or before said date; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Riverhead Foundation for Marine Research & Preservation, C/O Michelle Truitt & Charles Bauman, 467 East Main St., Riverhead, New York, 11901, the Planning Department and the Building Department.

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ✓ Yes ___ No Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

U:\Building\2003\Temp Signs\Atlantis.5K.doc

September 4, 2003

1805
Adopted

TOWN OF RIVERHEAD
Resolution # 990

APPROVES TEMPORARY SIGN PERMIT OF VICTORIAN GREENHOUSE
(Flowers)

COUNCILMAN LULL offered the following resolution, which was seconded by

COUNCILWOMAN BLASS.

WHEREAS, a temporary sign permit and sketch were submitted by Noupian Vongphachanh for property located at Route 25A, Wading River, New York designated by SCTM # 0600/075.00-01-002.00; and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Riverhead hereby approves the temporary sign permit application for Victorian Greenhouse submitted by Noupian Vongphachanh for "MUMS" and be it

RESOLVED, that said temporary sign permit shall expire on Decmeber 4, 2003 and the applicant shall removed the affected sign, in its entirety, on or before said date; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Victorian Greenhouse, 45 Robinson St., Shoreham, NY 11786, the Planning Department and the Building Department.

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ✓ Yes ___ No Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

J:\Building\2003\Temp Signs\Victorian Greenhouse.Mums.doc

1806

Adopted

9/3/03

TOWN OF RIVERHEAD

Resolution # 991

APPROVES R.R. PLUMBING SERVICES CORP. AS DRAINLAYER FOR RIVERHEAD SEWER DISTRICT

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DENSIESKI:

WHEREAS, pursuant to Section 88-3 of the Riverhead Town Code, R.R. Plumbing Services Corp. has submitted a request to become an authorized drainlayer with the Town of Riverhead Sewer District; and

WHEREAS, a performance bond has been posted and a Certificate of Insurance has been received naming the Town of Riverhead as an additional insured.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead be and hereby approves R.R. Plumbing Services Corp. as an authorized drainlayer with the Town of Riverhead Sewer District; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to R.R. Plumbing Services Corp., 241 Central Avenue, Farmingdale, New York, 11735; Michael Reichel, Sewer District Superintendent and the Accounting Department.

THE VOTE

Sanders ✓ Yes ___ No Blass ✓ Yes ___ No

Densieski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozakiewicz ✓ Yes ___ No

THE RESOLUTION WAS ✓ WAS NOT ___

THEREUPON DULY ADOPTED

c:\\msword\reso\drain2.res

Adopted

TOWN OF RIVERHEAD

GENERAL FUND

BUDGET ADJUSTMENT

RESOLUTION # 992

COUNCILMAN DENSIESKI offered the following resolution ,

which was seconded by COUNCILWOMAN SANDERS .

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

		FROM	TO
001.012200.549000	SUPERVISOR, MISC EXP.	$ 250	
001.012200.542100	**SUPERVISOR, OFFICE SUPPLIES**		**$ 250**
001.013100.542700	FINANCE, COMPUTER SUPPLIES	5,000	
001.013100.549000	**FINANCE, MISC. EXP.**		**5,000**
001.031200.524101	POLICE, NEW VEHICLES	1,400	
001.031200.541407	**POLICE, MAINT OF TYPEWRITERS**		**1,400**
001.035100.546200	DOG CONTROL, ELECTRIC EXP.	100	
001.035100.549000	**DOG CONTROL, MISC EXP.**		**100**
001.067720.541400	NUTRITION, EQUIP. REPAIR	175	
001.067720.541150	**NUTRITION, BLDG. MAINT.**		**175**
001.000000.390599	APPROPRIATED FUND BALANCE	20,000	
001.071100.515501	**PARKS, SKATE PARK ATTENDANTS**		**15,000**
001.070200.512500	**REC ADMIN, O/T**		**5,000**

		FROM	TO
001.000000.390599	APPROPRIATED FUND BALANCE	25,000	
001.080200.543900	**PLANNING, LAND PRES CONSULTANT**		**10,000**
001.080200.543950	**PLANNING, PLANNING CONSULTANT**		**15,000**
001.000000.390599	APPROPRIATED FUND BALANCE	3,000	
001.067720.524000	**SENIOR PROGRAMS, DINING ROOM PA SYSTEM**		**3,000**

THE VOTE

Sanders [X] **Yes** [ ] **No** **Blass** [X] **Yes** [ ] **No**

Densieski [ ] **Yes** [X] **No** **Lull** [X] **Yes** [ ] **No**

Kozakiewicz [X] **Yes** [ ] **No**

Adopted

TOWN OF RIVERHEAD
Resolution # 993

APPROVES TEMPORARY SIGN PERMITS OF BORDERS
(BORDERS BOOKS MUSIC & CAFÉ
WILL OPEN FOR BUSINESS
SEPTEMBER 13TH
GRAND OPENING
OCTOBER 10TH)

COUNCILWOMAN SANDERS offered the following resolution, which was seconded by

COUNCILWOMAN BLASS.

WHEREAS, a temporary sign permit and sketch were submitted by Anastasia Nevitt agent for property located at 1500 Old Country Road, Riverhead, New York, designated by SCTM# 0600/101.00-02-011.01; and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Riverhead hereby approves the temporary sign permit applications for Borders submitted by Anastasia Nevitt for "Grand Opening October 10th" and be it

RESOLVED, that said temporary sign permit shall expire on November 10, 2003 and the applicant shall removed the affected sign, in its entirety, on or before said date; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Anastasia Nevitt, C/O Borders Books, 1500 Old Country Road, Riverhead, New York, 11901, the Planning Department and the Building Department.

THE VOTE

Lull [X] Yes [ ] No Densieski [X] Yes [ ] No
Sanders [ ] Yes [X] No Blass [ ] Yes [X] No
Kozakiewicz [X] Yes [ ] No
The Resolution Was [X] Was Not [ ]
Thereupon Duly Declared Adopted

9/3/03

Adopted

TOWN OF RIVERHEAD

Resolution # 994

AUTHORIZES THE EXECUTION OF A THIRD PARTY CUSTODIAL AGREEMENT BETWEEN TOWN OF RIVERHEAD, NORTH FORK BANK AND THE BANK OF NEW YORK

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN DENSIESKI:

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute a Third Party Custodial Agreement (copy attached herewith) between the Town of Riverhead, North Fork Bank and The Bank of New York; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Maryann Wowak Heilbrunn, Riverhead Receiver of Taxes; John J. Hansen, Financial Administrator; North Fork Bank, 275 Broad Hollow Road, Melville, New York 11747, Attn: Kevin O'Connor, Executive Vice President and the Office of the Town Attorney.

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ✓ Yes ___ No Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✗ WAS NOT ___
THEREUPON DULY ADOPTED

Z:\Laura\reso\Collateralagreeemnt.doc

North Fork Bank
Municipal Information Form

Name (Local Government) _____

Address: _____

City: _____

State: _____

Zip: _____

Phone #: ( )____-_____

( )____-_____

Fax #: ( )____-_____

Contact Persons:
(Please Print Names) _____

_____

_____

_____

_____

For Internal use only:

Account Number Assigned to Local Government: _____

THIRD PARTY CUSTODIAN AGREEMENT

THIS AGREEMENT, made and executed as of _____2003__ between **TOWN OF RIVERHEAD, RECEIVER OF TAXES** ("Local Government"), North Fork Bank, ("Bank") and the Bank of New York ("Custodian").

WITNESSETH

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefore as required by the New York General Municipal Law, New York Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Security Requirements

(a) The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Local Government, including any interest due thereon and any costs or expenses incurred by Local Government and arising out of the collection of any deposits made with the Bank, shall provide the Local Government with Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Collateral is provided pursuant to this paragraph, the Bank hereby grants to the Local Government a pledge and security interest in and to such Eligible Collateral and shall deliver such Eligible Collateral to the Custodian in the manner prescribed in Section 2 of this Agreement. The security interest of the Local Government in Eligible Collateral shall terminate upon the transfer of such Eligible Collateral from the Account. Eligible Letters of Credit and Eligible Surety Bonds provided pursuant to this paragraph shall be subject to the prior approval of the Local Government unless the Local Government has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a specific entity or the form of such Eligible Letter of Credit or Eligible Surety Bond is attached hereto as an Exhibit.

(b) The Custodian will daily determine the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement (except that the Bank shall provide to the Custodian the Market Value of Eligible Surety Bonds). If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of such notice. If the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess.

(c) The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Eligible Collateral which it will replace. The Bank shall give Written or Oral Instructions to the Custodian with respect to any proposed substitution. If the Substitute Collateral described in such notice consists exclusively of Eligible Collateral having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Collateral out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the Local Government shall be required before the Bank or Custodian may complete the substitution described in such notice unless the Local Government has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit and/or Eligible Surety Bond to be provided as Substitute Collateral.

2. Custody of Eligible Collateral

(a) The Bank and Local Government hereby appoint the Custodian as custodian of all Eligible Collateral at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Collateral as pledged by the Bank to the Local Government. The Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian or any other person or entity. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, the Local Government.

(b) The Bank and Local Government agree that Eligible Collateral delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Collateral that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Eligible Collateral credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of The Bank of New York that include only assets held by The Bank of New York for its customers, and including but not limited to accounts in which The Bank of New York acts in a fiduciary, agency or representative capacity. Eligible Collateral that is not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

(c) (i) The Custodian shall provide the Local Government and the Bank each month with a written statement identifying all Eligible Collateral in the Account, the Market Value and Adjusted Market Value thereof as of the date of such statement. The Custodian shall also provide the Local Government and Bank with a written confirmation on any Business Day on which Eligible Collateral is transferred to and from the Account. Such confirmation shall identify the specific securities which are the subject of the confirmation and state both the Market Value and Adjusted Market Value thereof.

(ii) Local Government agrees that it shall promptly review all such confirmation statements and shall promptly advise Custodian by Oral or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written or Oral Instruction

identifying a specific concern with respect to the Market Value, Adjusted Market Value, or any other matter connected with the Account, Custodian shall undertake to correct any errors, failures or omissions, if any, that are reported to Custodian by Local Government provided that Custodian agrees, in the sole good faith determination of Custodian, that such error, failure or omission actually occurred. Any such corrections shall be reflected on subsequent confirmation statements.

(iii) Notwithstanding anything to the contrary herein, the parties agree that any reasonable action or inaction Custodian takes in connection with this Agreement shall not be alleged, deemed, or construed as giving rise to any liability, absent negligence or willful misconduct, as set forth hereunder in, without limitation, Sections 5(a), 5(c), 5(f) and/or 5(g) hereof.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.

(e) With respect to all Eligible Collateral held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Collateral in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Collateral which, in the opinion of the Custodian, is intended for the beneficial owner of the Eligible Collateral including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Collateral held by the Custodian hereunder; and (v) upon receipt of Written instructions from the Bank, the Custodian will exchange Eligible Collateral held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

3. Events of Default

In the event the Bank shall fail to pay the Local Government any amount of the Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the Local Government shall have the right to unilaterally demand delivery of all Eligible Collateral in the Account by notice to the Custodian and to sell such securities at public or private sale. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Bank.

4. Representation and Warranties

(a) Representations of the Bank. The Bank represents and warrants that:

(1) it is the legal and actual owner, free and clear of all liens and claims, of all Eligible Collateral pledged pursuant to this Agreement;

(2) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;

(3) all securities, letters of credit, and surety bonds pledged pursuant to this Agreement are Eligible Collateral;

(4) the Bank is a bank or trust company located and authorized to do business in the State of
New York;

(5) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(b) Representations of the Local Government. The Local Government hereby represents and warrants

that:

(1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;

(2) the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government authorized to do so;

(3) it will not transfer, assign its interests in, or the rights with respect to, any Eligible Collateral pledged pursuant to this Agreement except as authorized pursuant to Section 3 of the Agreement;

(4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(c) Representations of the Custodian. The Custodian hereby represents and warrants that:

(1) Custodian is duly organized and existing under the laws of the jurisdiction of its Organization, with full power to carry on its business as now conducted, to enter into this Agreement and to perform its obligations hereunder;

(2) This Agreement has been duly authorized, executed and delivered by the Custodian, constitutes a valid and legally binding obligation of the Custodian, enforceable in accordance with its terms, and no statute, regulation, rule, order, judgment or contract binding on Custodian prohibits Custodian's execution or performance of this Agreement.

5. Concerning the Custodian

(a) The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of competent counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agencies. This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.

(b) The Custodian shall not be responsible for, or considered to be the Custodian of, any Eligible Collateral received by it for deposit in the Account until the Custodian actually receives and collects such Eligible Collateral directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Eligible Collateral is not finally collected.

(c) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement.

(d) The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.

(e) The Custodian may enter into subcontracts, agreements and understandings, whenever and on such terms and conditions as it deems necessary or appropriate, to perform its services hereunder; such subcontracts, agreements and understandings may be with third parties and may be with other subsidiaries of The Bank of New York Company, Inc. or any successor to The Bank of New York Company, Inc. or with other persons not a party hereto. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.

(f) Reliance on Pricing Services. To the extent Custodian values Eligible Collateral, establishes and maintains Market Value and Adjusted Market Value of Eligible Collateral held in the Account, Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of Securities), such as any Nationally Recognized Statistical Ratings Organization, in order to perform its valuation responsibilities hereunder, if any, and the parties agree that Custodian shall be held harmless from and against any losses incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts under the circumstances to resume normal performance as soon as practicable.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Eligible Collateral in the Account. Upon termination hereof, the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Collateral, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Bank's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous

(a) The Local Government and Bank each agrees to furnish to the Custodian a new Certificate (Exhibit C) in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

(b) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its offices at One Wall Street, 4th Floor, New York, New York 10286, Attn: BDS-Collateral Manager or at such other place as the Custodian may from time to time designate in writing.

(c) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its offices at 275 Broad Hollow Road, Melville, New York 11747, or at such other place as the Bank may from time to time designate in writing.

(d) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at **200 Howell Avenue, Riverhead, NY 11901** or at such other offices as the Local Government may from time to time designate in writing.

(e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to

any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(f) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(g) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(h) This Agreement shall be construed in accordance with the laws of the State of New York without regard to conflict of laws principles thereof. The Local Government, the Bank and the Custodian hereby consent to the jurisdiction of a state or federal court situated in New York City, New York in connection with any dispute arising hereunder.

(i) Waiver of Immunity. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

(j) In the event of any inconsistency or conflict between the terms and conditions of this Agreement and the terms and conditions of the Custody Agreement dated March 8, 1999, between Bank and Custodian relating to the maintenance of Public deposits with the Bank, terms and conditions of this Agreement shall govern and control.

8. Definition

Whenever used in this Agreement the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.

(b) "Adjusted Market Value" shall be one hundred percent of Market Value, except that: (1) in the case of Eligible Collateral enumerated in subparagraphs (v), (vi) and (vii) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.9 if such Eligible Collateral is not rated in the highest rating category by at least one Nationally Recognized Statistical Rating Agency, but is so rated in the second highest rating category, and an amount equal to its Market Value multiplied by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rated category; (2) in the case of Eligible Collateral enumerated in subparagraphs (viii), (x) and (xi) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8; (3) in the case of Eligible Collateral enumerated in subparagraph (ix) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.7; and (4) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be an amount equal to its Market Value divided by 1.4.

(c) "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C"- attached hereto, as such Exhibit may be amended from time to time.

(d) "Bank" shall mean any bank as defined by the Banking Law of the State of New York or a national banking association located and authorized to do business in New York.

(e) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

(f) "Business Day" shall mean any day on which the Custodian and the Bank are open for Business and on which the Book Entry System and/or the Depositories are open for business.

(g) "Certificate" shall mean the Certificate attached hereto as Exhibit "C".

(h) "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and Local Government agrees to a different amount in accordance with this Agreement.

(i) "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(j) "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.

(k) "Eligible Collateral" shall mean any securities of the types enumerated in the Schedule of Eligible Collateral attached hereto as Exhibit "B" as such Schedule may be amended by the parties in writing from time to time, Eligible Letters of Credit, and Eligible Surety Bonds.

(l) "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either: (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one Nationally Recognized Statistical Rating Organization, or (2) a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.

(m) "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

(n) "Margin Percentage" shall mean the percentage indicated on Exhibit B attached hereto with respect to particular types of Eligible Collateral.

(o) "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian or by the Bank or the most recently available closing bid quotation from such source plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value or a closing bid price for a particular security, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, the

Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.

(p) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poors, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.

(q) "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.

(r) "Substitute Collateral" shall have the meaning set forth in paragraph C of Section I of this Agreement.

(s) "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(t) "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

TOWN OF RIVERHEAD,
RECEIVER OF TAXES
Local Government

By: _____

Title: _____

NORTH FORK BANK

By: Kevin O'Connor

Title: Executive Vice President

THE BANK OF NEW YORK

By:

Title:

nfkcolld.doc
(1/99)

EXHIBIT A

Collateral Requirement. On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of Section I of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account, Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.

EXHIBIT B

Schedule of Eligible Collateral

Margin		
105	(i)	Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
105	(ii)	Obligations issued or fully guaranteed by the International Bank for, Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
105	(iii)	Obligations partially insured or guaranteed by any agency of the Unites States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
105	(iv)	Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
105	(v)	Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
105	(vi)	Obligations of Puerto Rico rated in the three highest rating categories by at least one nationally recognized statistical rating organization.
105	(vii)	Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the fall faith and credit of such governmental entity and rated in the three highest rating

categories by at least one nationally recognized statistical rating organization.

105 (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

105 (ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by Federal bank regulatory agencies.

105 (x) Commercial paper and bankers' acceptances issued by a bank (other than the Bank), rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.

105 (xi) Zero coupon obligations of the United States government marketed as "Treasury strips."

EXHIBIT C

CERTIFICATE OF AUTHORIZED PERSONS

(Local Government – Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting _____ of **TOWN OF RIVERHEAD, RECEIVER OF TAXES** (the "Local Government"), and further certifies that the following officers or employees of the Local Government have been duly authorized in conformity with the Local Government's _____ to deliver Oral and Written Instructions to The Bank of New York ("Custodian") pursuant to the Third Party Custodian Agreement between the Local Government, North Fork Bank__ ("Bank") and Custodian dated _____, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

(Corporate Seal)

_____

Title: _____

Date: _____

THIRD PARTY CUSTODIAN AGREEMENT

THIS AGREEMENT, made and executed as of_____2003__ between **TOWN OF RIVERHEAD, RECEIVER OF TAXES** ("Local Government"), North Fork Bank, ("Bank") and the Bank of New York ("Custodian").

WITNESSETH

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefore as required by the New York General Municipal Law, New York Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Security Requirements

(a) The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Local Government, including any interest due thereon and any costs or expenses incurred by Local Government and arising out of the collection of any deposits made with the Bank, shall provide the Local Government with Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Collateral is provided pursuant to this paragraph, the Bank hereby grants to the Local Government a pledge and security interest in and to such Eligible Collateral and shall deliver such Eligible Collateral to the Custodian in the manner prescribed in Section 2 of this Agreement. The security interest of the Local Government in Eligible Collateral shall terminate upon the transfer of such Eligible Collateral from the Account. Eligible Letters of Credit and Eligible Surety Bonds provided pursuant to this paragraph shall be subject to the prior approval of the Local Government unless the Local Government has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a specific entity or the form of such Eligible Letter of Credit or Eligible Surety Bond is attached hereto as an Exhibit.

(b) The Custodian will daily determine the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement (except that the Bank shall provide to the Custodian the Market Value of Eligible Surety Bonds). If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of such notice. If the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess.

(c) The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Eligible Collateral which it will replace. The Bank shall give Written or Oral Instructions to the Custodian with respect to any proposed substitution. If the Substitute Collateral described in such notice consists exclusively of Eligible Collateral having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Collateral out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the Local Government shall be required before the Bank or Custodian may complete the substitution described in such notice unless the Local Government has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit and/or Eligible Surety Bond to be provided as Substitute Collateral.

2. Custody of Eligible Collateral

(a) The Bank and Local Government hereby appoint the Custodian as custodian of all Eligible Collateral at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Collateral as pledged by the Bank to the Local Government. The Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian or any other person or entity. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, the Local Government.

(b) The Bank and Local Government agree that Eligible Collateral delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Collateral that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Eligible Collateral credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of The Bank of New York that include only assets held by The Bank of New York for its customers, and including but not limited to accounts in which The Bank of New York acts in a fiduciary, agency or representative capacity. Eligible Collateral that is not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

(c) (i) The Custodian shall provide the Local Government and the Bank each month with a written statement identifying all Eligible Collateral in the Account, the Market Value and Adjusted Market Value thereof as of the date of such statement. The Custodian shall also provide the Local Government and Bank with a written confirmation on any Business Day on which Eligible Collateral is transferred to and from the Account. Such confirmation shall identify the specific securities which are the subject of the confirmation and state both the Market Value and Adjusted Market Value thereof.

(ii) Local Government agrees that it shall promptly review all such confirmation statements and shall promptly advise Custodian by Oral or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written or Oral Instruction

identifying a specific concern with respect to the Market Value, Adjusted Market Value, or any other matter connected with the Account, Custodian shall undertake to correct any errors, failures or omissions, if any, that are reported to Custodian by Local Government provided that Custodian agrees, in the sole good faith determination of Custodian, that such error, failure or omission actually occurred. Any such corrections shall be reflected on subsequent confirmation statements.

(iii) Notwithstanding anything to the contrary herein, the parties agree that any reasonable action or inaction Custodian takes in connection with this Agreement shall not be alleged, deemed, or construed as giving rise to any liability, absent negligence or willful misconduct, as set forth hereunder in, without limitation, Sections 5(a), 5(c), 5(f) and/or 5(g) hereof.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.

(e) With respect to all Eligible Collateral held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Collateral in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Collateral which, in the opinion of the Custodian, is intended for the beneficial owner of the Eligible Collateral including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Collateral held by the Custodian hereunder; and (v) upon receipt of Written instructions from the Bank, the Custodian will exchange Eligible Collateral held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

3. Events of Default

In the event the Bank shall fail to pay the Local Government any amount of the Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the Local Government shall have the right to unilaterally demand delivery of all Eligible Collateral in the Account by notice to the Custodian and to sell such securities at public or private sale. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Bank.

4. Representation and Warranties

(a) Representations of the Bank. The Bank represents and warrants that:

(1) it is the legal and actual owner, free and clear of all liens and claims, of all Eligible Collateral pledged pursuant to this Agreement;

(2) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;

(3) all securities, letters of credit, and surety bonds pledged pursuant to this Agreement are Eligible Collateral;

(4) the Bank is a bank or trust company located and authorized to do business in the State of
New York;

(5) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(b) Representations of the Local Government. The Local Government hereby represents and warrants

that:

(1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;

(2) the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government authorized to do so;

(3) it will not transfer, assign its interests in, or the rights with respect to, any Eligible Collateral pledged pursuant to this Agreement except as authorized pursuant to Section 3 of the Agreement;

(4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(c) Representations of the Custodian. The Custodian hereby represents and warrants that:

(1) Custodian is duly organized and existing under the laws of the jurisdiction of its Organization, with full power to carry on its business as now conducted, to enter into this Agreement and to perform its obligations hereunder;

(2) This Agreement has been duly authorized, executed and delivered by the Custodian, constitutes a valid and legally binding obligation of the Custodian, enforceable in accordance with its terms, and no statute, regulation, rule, order, judgment or contract binding on Custodian prohibits Custodian's execution or performance of this Agreement.

5. Concerning the Custodian

(a) The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of competent counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agencies. This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.

(b) The Custodian shall not be responsible for, or considered to be the Custodian of, any Eligible Collateral received by it for deposit in the Account until the Custodian actually receives and collects such Eligible Collateral directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Eligible Collateral is not finally collected.

(c) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement.

(d) The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.

(e) The Custodian may enter into subcontracts, agreements and understandings, whenever and on such terms and conditions as it deems necessary or appropriate, to perform its services hereunder; such subcontracts, agreements and understandings may be with third parties and may be with other subsidiaries of The Bank of New York Company, Inc. or any successor to The Bank of New York Company, Inc. or with other persons not a party hereto. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.

(f) Reliance on Pricing Services. To the extent Custodian values Eligible Collateral, establishes and maintains Market Value and Adjusted Market Value of Eligible Collateral held in the Account, Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of Securities), such as any Nationally Recognized Statistical Ratings Organization, in order to perform its valuation responsibilities hereunder, if any, and the parties agree that Custodian shall be held harmless from and against any losses incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts under the circumstances to resume normal performance as soon as practicable.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Eligible Collateral in the Account. Upon termination hereof, the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Collateral, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Bank's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous

(a) The Local Government and Bank each agrees to furnish to the Custodian a new Certificate (Exhibit C) in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

(b) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its offices at One Wall Street, 4th Floor, New York, New York 10286, Attn: BDS-Collateral Manager or at such other place as the Custodian may from time to time designate in writing.

(c) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its offices at 275 Broad Hollow Road, Melville, New York 11747, or at such other place as the Bank may from time to time designate in writing.

(d) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at **200 Howell Avenue, Riverhead, NY 11901** or at such other offices as the Local Government may from time to time designate in writing.

(e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to

any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(f) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(g) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(h) This Agreement shall be construed in accordance with the laws of the State of New York without regard to conflict of laws principles thereof. The Local Government, the Bank and the Custodian hereby consent to the jurisdiction of a state or federal court situated in New York City, New York in connection with any dispute arising hereunder.

(i) Waiver of Immunity. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

(j) In the event of any inconsistency or conflict between the terms and conditions of this Agreement and the terms and conditions of the Custody Agreement dated March 8, 1999, between Bank and Custodian relating to the maintenance of Public deposits with the Bank, terms and conditions of this Agreement shall govern and control.

8. Definition

Whenever used in this Agreement the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.

(b) "Adjusted Market Value" shall be one hundred percent of Market Value, except that: (1) in the case of Eligible Collateral enumerated in subparagraphs (v), (vi) and (vii) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.9 if such Eligible Collateral is not rated in the highest rating category by at least one Nationally Recognized Statistical Rating Agency, but is so rated in the second highest rating category, and an amount equal to its Market Value multiplied by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rated category; (2) in the case of Eligible Collateral enumerated in subparagraphs (viii), (x) and (xi) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8; (3) in the case of Eligible Collateral enumerated in subparagraph (ix) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.7; and (4) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be an amount equal to its Market Value divided by 1.4.

(c) "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C"- attached hereto, as such Exhibit may be amended from time to time.

(d) "Bank" shall mean any bank as defined by the Banking Law of the State of New York or a national banking association located and authorized to do business in New York.

(e) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

(f) "Business Day" shall mean any day on which the Custodian and the Bank are open for Business and on which the Book Entry System and/or the Depositories are open for business.

(g) "Certificate" shall mean the Certificate attached hereto as Exhibit "C".

(h) "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and Local Government agrees to a different amount in accordance with this Agreement.

(i) "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(j) "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.

(k) "Eligible Collateral" shall mean any securities of the types enumerated in the Schedule of Eligible Collateral attached hereto as Exhibit "B" as such Schedule may be amended by the parties in writing from time to time, Eligible Letters of Credit, and Eligible Surety Bonds.

(l) "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either: (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one Nationally Recognized Statistical Rating Organization, or (2) a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.

(m) "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

(n) "Margin Percentage" shall mean the percentage indicated on Exhibit B attached hereto with respect to particular types of Eligible Collateral.

(o) "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian or by the Bank or the most recently available closing bid quotation from such source plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value or a closing bid price for a particular security, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, the

Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.

(p) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poors, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.

(q) "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.

(r) "Substitute Collateral" shall have the meaning set forth in paragraph C of Section I of this Agreement.

(s) "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(t) "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

TOWN OF RIVERHEAD,
RECEIVER OF TAXES
Local Government

By: _____

Title: _____

NORTH FORK BANK

By: Kevin O'Connor

Title: Executive Vice President

THE BANK OF NEW YORK

By: _____

Title:

nfkcolld.doc
(1/99)

EXHIBIT A

Collateral Requirement. On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of Section I of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account, Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement.- For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.

EXHIBIT B

Schedule of Eligible Collateral

Margin		
105	(i)	Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
105	(ii)	Obligations issued or fully guaranteed by the International Bank for, Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
105	(iii)	Obligations partially insured or guaranteed by any agency of the Unites States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
105	(iv)	Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
105	(v)	Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
105	(vi)	Obligations of Puerto Rico rated in the three highest rating categories by at least one nationally recognized statistical rating organization.
105	(vii)	Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the fall faith and credit of such governmental entity and rated in the three highest rating

categories by at least one nationally recognized statistical rating organization.

105 (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

105 (ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by Federal bank regulatory agencies.

105 (x) Commercial paper and bankers' acceptances issued by a bank (other than the Bank), rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.

105 (xi) Zero coupon obligations of the United States government marketed as "Treasury strips."

EXHIBIT C

CERTIFICATE OF AUTHORIZED PERSONS

(Local Government – Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting _____ of **TOWN OF RIVERHEAD, RECEIVER OF TAXES** (the "Local Government"), and further certifies that the following officers or employees of the Local Government have been duly authorized in conformity with the Local Government's _____ to deliver Oral and Written Instructions to The Bank of New York ("Custodian") pursuant to the Third Party Custodian Agreement between the Local Government, North Fork Bank__ ("Bank") and Custodian dated _____, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

(Corporate Seal)

_____

Title: _____

Date: _____

THIRD PARTY CUSTODIAN AGREEMENT

THIS AGREEMENT, made and executed as of _____2003__ between **TOWN OF RIVERHEAD, RECEIVER OF TAXES** ("Local Government"), North Fork Bank, ("Bank") and the Bank of New York ("Custodian").

WITNESSETH

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefore as required by the New York General Municipal Law, New York Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Security Requirements

(a) The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Local Government, including any interest due thereon and any costs or expenses incurred by Local Government and arising out of the collection of any deposits made with the Bank, shall provide the Local Government with Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Collateral is provided pursuant to this paragraph, the Bank hereby grants to the Local Government a pledge and security interest in and to such Eligible Collateral and shall deliver such Eligible Collateral to the Custodian in the manner prescribed in Section 2 of this Agreement. The security interest of the Local Government in Eligible Collateral shall terminate upon the transfer of such Eligible Collateral from the Account. Eligible Letters of Credit and Eligible Surety Bonds provided pursuant to this paragraph shall be subject to the prior approval of the Local Government unless the Local Government has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a specific entity or the form of such Eligible Letter of Credit or Eligible Surety Bond is attached hereto as an Exhibit.

(b) The Custodian will daily determine the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement (except that the Bank shall provide to the Custodian the Market Value of Eligible Surety Bonds). If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of such notice. If the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess.

(c) The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Eligible Collateral which it will replace. The Bank shall give Written or Oral Instructions to the Custodian with respect to any proposed substitution. If the Substitute Collateral described in such notice consists exclusively of Eligible Collateral having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Collateral out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the Local Government shall be required before the Bank or Custodian may complete the substitution described in such notice unless the Local Government has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit and/or Eligible Surety Bond to be provided as Substitute Collateral.

2. Custody of Eligible Collateral

(a) The Bank and Local Government hereby appoint the Custodian as custodian of all Eligible Collateral at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Collateral as pledged by the Bank to the Local Government. The Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian or any other person or entity. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, the Local Government.

(b) The Bank and Local Government agree that Eligible Collateral delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Collateral that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Eligible Collateral credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of The Bank of New York that include only assets held by The Bank of New York for its customers, and including but not limited to accounts in which The Bank of New York acts in a fiduciary, agency or representative capacity. Eligible Collateral that is not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

(c) (i) The Custodian shall provide the Local Government and the Bank each month with a written statement identifying all Eligible Collateral in the Account, the Market Value and Adjusted Market Value thereof as of the date of such statement. The Custodian shall also provide the Local Government and Bank with a written confirmation on any Business Day on which Eligible Collateral is transferred to and from the Account. Such confirmation shall identify the specific securities which are the subject of the confirmation and state both the Market Value and Adjusted Market Value thereof.

(ii) Local Government agrees that it shall promptly review all such confirmation statements and shall promptly advise Custodian by Oral or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written or Oral Instruction

identifying a specific concern with respect to the Market Value, Adjusted Market Value, or any other matter connected with the Account, Custodian shall undertake to correct any errors, failures or omissions, if any, that are reported to Custodian by Local Government provided that Custodian agrees, in the sole good faith determination of Custodian, that such error, failure or omission actually occurred. Any such corrections shall be reflected on subsequent confirmation statements.

(iii) Notwithstanding anything to the contrary herein, the parties agree that any reasonable action or inaction Custodian takes in connection with this Agreement shall not be alleged, deemed, or construed as giving rise to any liability, absent negligence or willful misconduct, as set forth hereunder in, without limitation, Sections 5(a), 5(c), 5(f) and/or 5(g) hereof.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.

(e) With respect to all Eligible Collateral held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Collateral in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Collateral which, in the opinion of the Custodian, is intended for the beneficial owner of the Eligible Collateral including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Collateral held by the Custodian hereunder; and (v) upon receipt of Written instructions from the Bank, the Custodian will exchange Eligible Collateral held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

3. Events of Default

In the event the Bank shall fail to pay the Local Government any amount of the Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the Local Government shall have the right to unilaterally demand delivery of all Eligible Collateral in the Account by notice to the Custodian and to sell such securities at public or private sale. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Bank.

4. Representation and Warranties

(a) Representations of the Bank. The Bank represents and warrants that:

(1) it is the legal and actual owner, free and clear of all liens and claims, of all Eligible Collateral pledged pursuant to this Agreement;

(2) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;

(3) all securities, letters of credit, and surety bonds pledged pursuant to this Agreement are Eligible Collateral;

(4) the Bank is a bank or trust company located and authorized to do business in the State of
New York;

(5) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(b) Representations of the Local Government. The Local Government hereby represents and warrants

that:

(1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;

(2) the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government authorized to do so;

(3) it will not transfer, assign its interests in, or the rights with respect to, any Eligible Collateral pledged pursuant to this Agreement except as authorized pursuant to Section 3 of the Agreement;

(4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(c) Representations of the Custodian. The Custodian hereby represents and warrants that:

(1) Custodian is duly organized and existing under the laws of the jurisdiction of its Organization, with full power to carry on its business as now conducted, to enter into this Agreement and to perform its obligations hereunder;

(2) This Agreement has been duly authorized, executed and delivered by the Custodian, constitutes a valid and legally binding obligation of the Custodian, enforceable in accordance with its terms, and no statute, regulation, rule, order, judgment or contract binding on Custodian prohibits Custodian's execution or performance of this Agreement.

5. Concerning the Custodian

(a) The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of competent counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agencies. This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.

(b) The Custodian shall not be responsible for, or considered to be the Custodian of, any Eligible Collateral received by it for deposit in the Account until the Custodian actually receives and collects such Eligible Collateral directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Eligible Collateral is not finally collected.

(c) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement.

(d) The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.

(e) The Custodian may enter into subcontracts, agreements and understandings, whenever and on such terms and conditions as it deems necessary or appropriate, to perform its services hereunder; such subcontracts, agreements and understandings may be with third parties and may be with other subsidiaries of The Bank of New York Company, Inc. or any successor to The Bank of New York Company, Inc. or with other persons not a party hereto. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.

(f) Reliance on Pricing Services. To the extent Custodian values Eligible Collateral, establishes and maintains Market Value and Adjusted Market Value of Eligible Collateral held in the Account, Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of Securities), such as any Nationally Recognized Statistical Ratings Organization, in order to perform its valuation responsibilities hereunder, if any, and the parties agree that Custodian shall be held harmless from and against any losses incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts under the circumstances to resume normal performance as soon as practicable.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Eligible Collateral in the Account. Upon termination hereof, the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Collateral, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Bank's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous

(a) The Local Government and Bank each agrees to furnish to the Custodian a new Certificate (Exhibit C) in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

(b) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its offices at One Wall Street, 4th Floor, New York, New York 10286, Attn: BDS-Collateral Manager or at such other place as the Custodian may from time to time designate in writing.

(c) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its offices at 275 Broad Hollow Road, Melville, New York 11747, or at such other place as the Bank may from time to time designate in writing.

(d) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at **200 Howell Avenue, Riverhead, NY 11901** or at such other offices as the Local Government may from time to time designate in writing.

(e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to

any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(f) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(g) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(h) This Agreement shall be construed in accordance with the laws of the State of New York without regard to conflict of laws principles thereof. The Local Government, the Bank and the Custodian hereby consent to the jurisdiction of a state or federal court situated in New York City, New York in connection with any dispute arising hereunder.

(i) Waiver of Immunity. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

(j) In the event of any inconsistency or conflict between the terms and conditions of this Agreement and the terms and conditions of the Custody Agreement dated March 8, 1999, between Bank and Custodian relating to the maintenance of Public deposits with the Bank, terms and conditions of this Agreement shall govern and control.

8. Definition

Whenever used in this Agreement the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.

(b) "Adjusted Market Value" shall be one hundred percent of Market Value, except that: (1) in the case of Eligible Collateral enumerated in subparagraphs (v), (vi) and (vii) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.9 if such Eligible Collateral is not rated in the highest rating category by at least one Nationally Recognized Statistical Rating Agency, but is so rated in the second highest rating category, and an amount equal to its Market Value multiplied by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rated category; (2) in the case of Eligible Collateral enumerated in subparagraphs (viii), (x) and (xi) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8; (3) in the case of Eligible Collateral enumerated in subparagraph (ix) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.7; and (4) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be an amount equal to its Market Value divided by 1.4.

(c) "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C"- attached hereto, as such Exhibit may be amended from time to time.

(d) "Bank" shall mean any bank as defined by the Banking Law of the State of New York or a national banking association located and authorized to do business in New York.

(e) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

(f) "Business Day" shall mean any day on which the Custodian and the Bank are open for Business and on which the Book Entry System and/or the Depositories are open for business.

(g) "Certificate" shall mean the Certificate attached hereto as Exhibit "C".

(h) "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and Local Government agrees to a different amount in accordance with this Agreement.

(i) "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(j) "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.

(k) "Eligible Collateral" shall mean any securities of the types enumerated in the Schedule of Eligible Collateral attached hereto as Exhibit "B" as such Schedule may be amended by the parties in writing from time to time, Eligible Letters of Credit, and Eligible Surety Bonds.

(l) "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either: (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one Nationally Recognized Statistical Rating Organization, or (2) a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.

(m) "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

(n) "Margin Percentage" shall mean the percentage indicated on Exhibit B attached hereto with respect to particular types of Eligible Collateral.

(o) "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian or by the Bank or the most recently available closing bid quotation from such source plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value or a closing bid price for a particular security, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, the

Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.

(p) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poors, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.

(q) "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.

(r) "Substitute Collateral" shall have the meaning set forth in paragraph C of Section I of this Agreement.

(s) "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(t) "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

TOWN OF RIVERHEAD,
RECEIVER OF TAXES
Local Government

By: _____

Title: _____

NORTH FORK BANK

By: Kevin O'Connor

Title: Executive Vice President

THE BANK OF NEW YORK

By: _____

Title:

nfkcolld.doc
(1/99)

EXHIBIT A

Collateral Requirement. On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of Section I of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account, Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.

categories by at least one nationally recognized statistical rating organization.

105 (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

105 (ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by Federal bank regulatory agencies.

105 (x) Commercial paper and bankers' acceptances issued by a bank (other than the Bank), rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.

105 (xi) Zero coupon obligations of the United States government marketed as "Treasury strips."

EXHIBIT C

CERTIFICATE OF AUTHORIZED PERSONS

(Local Government – Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting _____ of **TOWN OF RIVERHEAD, RECEIVER OF TAXES** (the "Local Government"), and further certifies that the following officers or employees of the Local Government have been duly authorized in conformity with the Local Government's _____ to deliver Oral and Written Instructions to The Bank of New York ("Custodian") pursuant to the Third Party Custodian Agreement between the Local Government, North Fork Bank__ ("Bank") and Custodian dated _____, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

(Corporate Seal)

_____

Title: _____

Date: _____

1853

Adopted

September 3, 2003

TOWN OF RIVERHEAD

Resolution # 995

ACCEPTS FINAL ENVIRONMENTAL IMPACT STATEMENT OF TRADITIONAL LINKS, LLC

COUNCILMAN LULL offered the following resolution which was seconded by COUNCILWOMAN BLASS

WHEREAS, the Town Board of the Town of Riverhead is in receipt of a change of zone petition from Traditional Links, LLC in order to amend the Zoning Use District Map of the Town of Riverhead to provide for the Agriculture A Zoning Use District to the exclusion of the existing Residential A and Recreational Zoning Use Districts upon real property located at Sound Avenue, Baiting Hollow; such real property more particularly described as Suffolk County Tax Map Numbers 0600-41-1-4.2 and 0600-41-1-10.5, and

WHEREAS. the change of zone petition was accompanied by a Supplemental Draft Environmental Impact Statement ("SDEIS") as prepared by Divney Tung Schwable, LLP (June 25, 2003) pursuant to 6NYCRR Part 617.9, and

WHEREAS, by resolution #830 of 2003 the Riverhead Town Board did accept the SDEIS of Traditional Links as satisfactory and complete with respect to scope, content and accuracy, and

WHEREAS, on the 6th day of August, 2003, the Riverhead Town Board as lead agency held a public hearing upon the subject SDEIS, and

WHEREAS, such public hearing was held open until August 21, 2003 for written commentary, and

WHEREAS, neither oral nor written commentary were received by the Lead Agency, now

THEREFORE, BE IT

RESOLVED, that since no commentary was made upon the SDEIS of Traditional Links, LLC as prepared by Divney Tung Swable, LLP and dated June 25, 2003, the Riverhead Town Board hereby accepts the document as the Supplemental Final Environmental Impact Statement, and

THE VOTE

Sanders ✓ Yes ___ No Blass ✓ Yes ___ No

Densieski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozaklewicz ___ Yes ✓ No

THE RESOLUTION WAS ___ WAS NOT ___

THEREUPON DULY ADOPTED

BE IT FURTHER

RESOLVED, that the Planning Department be directed to prepare those notices of acceptance as prescribed by 6NYCRR Part 617.2, and

BE IT FURTHER

RESOLVED, that a certified copy of this resolution be forwarded to the office of the Town Attorney, Frank Isler, Esq., the Riverhead Planning Department, Riverhead Planning Board and Shepard M. Scheinberg as attorney for the applicant.

RH/planning

SEPTEMBER 3, 2003

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 996

CORRECTS RESOLUTION No. 756 "AWARDS BID FOR ANNUAL ASPHALT CONTRACT"

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

WHEREAS, on May 20, 2003, the Riverhead Town Board did adopt resolution #756, entitled, "Awards Bid for Annual Asphalt Contract"; and

WHEREAS, two (2) corrections are needed for Item 110A and 110C.

NOW, THEREFORE, BE IT RESOLVED, that the corrections to Town Board Resolution No. 756 are as follows:

Item 110A – was inadvertently awarded to Corazzini Asphalt, Inc. and Rosemar Construction, Inc. in the amount of $60/Ton. Item 110A is awarded to Montecalvo Paving Corporation in the amount of $59/Ton and Alternate Bidders are Corazzini Asphalt, Inc. and Rosemar Construction, Inc. in the amount of $60/Ton.

Item 110C – was awarded to Montecalvo Paving Corporation in the amount of $44.99/Ton. The correct amount of Montecalvo Paving Corporation, Item 110C is $44.79/Ton.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Montecalvo Paving Corporation, P. O. Box 512, Speonk, NY 11972, Corazzini Asphalt, Inc., P. O. Box 1281,Cutchogue, NY 11935, Rosemar Construction, Inc., 56 Pine Street, East Moriches, NY 11940, Kenneth Testa, P.E., Mark Kwasna and the Office of Accounting.

THE VOTE

Sanders ✓ Yes ___ No Blass ✓ Yes ___ No

Densleski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozaklewicz ✓ Yes ___ No

THE RESOLUTION WAS ✓ WAS NOT ___ THEREUPON DULY ADOPTED

09/03/2003

Adopted

TOWN OF RIVERHEAD

ORDER ESTABLISHING LATERAL WATER MAIN
NF GOLF RESORTS
LATERAL WATER MAIN
RIVERHEAD WATER DISTRICT

Resolution #997

Councilman Densieski offered the following resolution which was seconded by Councilman Lull.

WHEREAS, petition has been filed by the owners of NF Golf Resorts located in Riverhead, for the installation of a lateral water main of the Riverhead Water District to serve Section 1 of their realty subdivision, and

WHEREAS, the subdivision comprises of our separate section located in the Northville vicinity, designated as Sections 1 through 6. Section 1 is a 62.6 acre parcel located at the northwesterly corner of Reeves Avenue and Doctors Path which is to be developed into a private community consisting of sixty (60) single family dwellings, and one clubhouse, wherein the proposed subdivision is already located within the existing No. 19C of the Riverhead Water District, and

WHEREAS, said plan provides for the installation of approximately 13,000 linear feet of 6 and 12 inch water main from Sound Avenue through the proposed development, along the south side of Reeves Avenue and the west side of Doctors Path, at a total cost of $527,000 with all the costs associated with this lateral shall be borne by the petitioner, and

WHEREAS, the petitioner will require to pay key money in the amount of $2,500 for each proposed dwelling unit for a total cost of $152,500, and

WHEREAS, a public hearing was held August 19, 2003, and all those wishing to be heard were heard,

NOW, THEREFORE BE IT

RESOLVED, that the Town Board of the Town of Riverhead, as governing body of the Riverhead Water District, approves lateral water main of NF Golf Resorts subject to the following conditions:

1. The applicant has posted a bond or secured a letter of credit issued by a commercial banking institution, doing business in the Town of Riverhead, in the form satisfactory to counsel to the Water District in the amount of $152,500 which is equal to $2,500 key money for each dwelling unit within the proposed subdivision. Said $2,500 to be paid upon the earlier of the happening of two events: (a) an application for a certificate of occupancy; (b) two years from the date thereof;

2. The applicant has posted a bond or secured letter of credit issued by a commercial banking institution, doing business in the Town of Riverhead, in the form of satisfactory to counsel to the Water District, in the amount of $527,000;

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

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

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

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

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densleski ✓ Yes ___ No ___ Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED
as amended

1858

Adopted

9/3/03

TOWN OF RIVERHEAD

ORDER ESTABLISHING LATERAL WATER MAIN
AQUEBOGUE GOLF RESORTS
LATERAL WATER MAIN
RIVERHEAD WATER DISTRICT

RESOLTUION #998
Adopted_____

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

WHEREAS, petition has been filed by the owners of Aquebogue Golf Resorts located in Riverhead, for the installation of a lateral water main of the Riverhead Water District to serve their realty subdivision, and

WHEREAS, said plan provides for the installation of approximately 6,800 linear feet of 6, 8 & 12 inch water main from Pennys Road, along the north side of Sound Avenue and through the proposed development in ordre to service their subdivision at a total cost of $333,000, with all costs associated with this lateral shall be borne by the petitioner, and

WHEREAS, the petitioner will be required to pay key money in the amount of $2,500 for each proposed dwelling unit for a total cost of $200,000, and

WHEREAS, a public hearing was held August 19, 2003, and all those wishing to be heard were heard,

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Riverhead, as governing body of the Riverhead Water District, approves lateral water main of Aquebogue Golf Resorts subject to the following conditions:

1. The applicant has posted a bond or secured a letter of credit issued by a commercial banking institution, doing business in the Town of Riverhead, in the form satisfactory to counsel to the Water District in the amount of $200,000 which is equal to $2,500 key money for each dwelling unit within the proposed subdivision. Said $2,500 to be paid upon the earlier of the happening of two events: (a) an application for a certificate of occupancy; (b) two years from the date hereof;

2. The applicant has posted a bond or secured a letter of credit issued by a commercial banking institution, doing

business in the Town of Riverhead, in the form satisfactory to counsel to the Water District, in the amount of $333,000;

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

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

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

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

THE VOTE

Sanders ✓ Yes ___ No Blass ✓ Yes ___ No

Densleski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozakiewicz ✓ Yes ___ No

THE RESOLUTION WAS ✓ WAS NOT ___

THEREUPON DULY ADOPTED

1860

9/3/03

Adopted

AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS
RIVERHEAD WATER DISTRICT
EXTENSION 56B, SUNKEN POND ESTATES, SECTION 3

RESOLUTION #999

Adopted_____

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

RESOLVED, that the Town Clerk be and is authorized to publish in the September 11, 2003, edition of The Long Island Traveller Watchman and post the attached Notice to Bidders with regard to receiving bids for Extension No. 56B of the Riverhead Water District, and be it further

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

THIS RESOLUTION PREPARED BY FRANK A. ISLER FOR RIVERHEAD WATER DISTRICT

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ✓ Yes ___ No ___ Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

H2M GROUP
NOTICE TO BIDDERS

The Town Board of Riverhead will receive bids for the following contract:

Installation of Water Mains and Appurtenances

Project No.: RDWD 01-57, Ext. No. 56B - Sunken Pond Estates, Section 3

for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until **11:00 AM**, prevailing time, on **Thursday September 25, 2003**, at which time and place all bids will be publicly opened and read.

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

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

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

Copies of the contract documents may be obtained at the above locations *on or after September 11, 2003* upon deposit of Fifty Dollars ($50.00) in cash, certified check, bank money order or postal money order, made payable to the TOWN OF RIVERHEAD for each set furnished.

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

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

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

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

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD WATER DISTRICT

BARBARA GRATTAN, TOWN CLERK

DATED: September 11, 2003

SEPTEMBER 3rd, 2003

Adopted

TOWN OF RIVERHEAD

Resolution # 1000

AWARDS BID FOR PAINT

COUNCILMAN DENSIESKI offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for PAINT for the Town of Riverhead and;

WHEREAS,1 bid was received and opened 28th day of August, 2003 at 11:00 am at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT

RESOLVED, that the bid for PAINT be and hereby is, awarded to Willis Paint for the prices on the attached sheet;;

RESOLVED, the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to WILLIS PAINT and the Purchasing Department.

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

The Resolution Was [X] Was Not [ ]
Thereupon Duly Declared Adopted

ITEM	DESCRIPTION	PRICE
	PAINT PRODUCTS	
1	ONE COAT SELF PRIMING HOUSE PAINT - ASST. COLORS-BM 103	18.40
2	OIL BASE HOUSE PAINT EXTERIOR - ASST. COLORS-BM 110	22.00
3	EXTERIOR TRIM LATEX ENAMEL - ASST. COLORS-BM096	19.88
4	ALKYD GLOSS SASH & TRIM ENAMEL - ASST. COLORS=BM 110	22.00
5	ROYAL ONE COAT CEILING WHITE-BM 258	11.00
6	ROYAL ONE COAT INTERIOR LATEX – ASST. COLORS- BM 215	14.30
7	ROYAL LATEX SEMI-GLOSS – ASST. COLORS- BM 333	17.75
8	ROYAL ALKYD SEMI-GLOSS – ASST. COLORS- BM-207	19.70
9	INTERIOR VINYL LATEX – FLAT- BM 275	9.25
10	INTERIOR VINLY LATEX – GLOSS- BM 276	12.00
11	EXTERIOR VINYL LATEX – FLAT- BM-171	11.00
12	EXTERIOR VINYL LATEX – SEMI-GLOSS- BM -170	13.90
13	EXTERIOR VINYL LATEX – GLOSS- BM M 28	17.50
14	MASONRY ENAMEL – GLOSS- BM M22	18.50
15	PORCH & DECK ENAMEL- BM 112	20.20
16	EXTERIOR WOOD STAIN OLYMPIC	17.50
17	WOOD PRESERVATIVE/WATERPROOFING, THOMPSON WOOD PROTECTOR	16.50
18	FIELD MARKING PAINT, LLATEX (5 GAL. CONTAINER)	4.50
19	AUTOMOTIVE PAINT (OMAHA ORANGE)	N/B
	RUSTOLEUM PRODUCTS	
20	SPRAY – ASST. COLORS (SPECIFY OZ./ CAN 11.5) 5 STAR	3.65
21	RUSTY METAL PRIMER RUST X	19.95
22	NEW METAL PRIMER	19.95
23	RUSTOLEUM – ASST. COLORS	19.95
	WOOD PRESERVATIVE PRODUCTS	
24	C-W-F CLEAR	15.00
25	THOMPSON'S WATER SEAL – CLEAR	12.35
26	WOOD PRESERVATIVE/STAIN (EXTERIOR), WOODLIFE PRESERVATIVE	10.00
27	THOMPSON WATER SEAL – SOLID COLORS	N/B
28	THOMPSON WATER SEAL – SEMI-GLOSS	N/B
29	MINWAX WOOD PRESERVATIVE/STAIN INTERIOR, (ASST. COLORS), 200 SERIES	15.00
30	MINWAX INTERIOR GLOSS POLYURETHANE	20.70
31	MINWAX INTERIOR SATIN POLYURETHANE	20.70
32	MINWAX EXTERIOR GLOSS POLYURETHANE	23.00
33	MINWAX EXTERIOR SATIN POLYURETHANE	23.00
34	VARATHANE GLOSS WATER BASE	32.00
35	VARATHANE SATIN WATER BASE	32.00
36	VARATHANE GLOSS OIL BASE	25.70
37	VARATHANE SATIN OIL BASE	25.70

1864

Adopted

9/3/03

TOWN OF RIVERHEAD

Resolution # 1001

APPOINTS A P/T GUARD
TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILWOMAN SANDERS offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

RESOLVED, that Frank Villanell is hereby appointed to serve as a p/t Guard, effective, September 3, 2003 to and including December 31, 2003 to be paid at the rate of $10.5850 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.

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

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ✓ Yes ___ No Lull ✓ Yes ___ No
Kozaklewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

[1] Rec. Doris: Res p/t GUARD

Adopted

9/19/03

TOWN OF RIVERHEAD

Resolution # 1002

APPOINTS P/T RECREATION AIDES FOR THE PURPOSE OF BEING BASKETBALL LEADERS FOR THE RECREATION DEPARTMENT

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN LULL

RESOLVED, that the Town Board appoints the attached list of P/T Recreation Aides for the purpose of being Basketball Leaders to the Recreation Department effective September 9, 2003 to and including December 31, 2003, and to serve at the pleasure of the Town Board and

BE IT FURTHER, RESOLVED, that the Town Board hereby authorize the Town clerk to forward this resolution to the Recreation Department and the Office of Accounting.
[1]

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ✓ Yes ___ No Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

[1] Rec. Doris: Res Blanket basketball 03

RECREATION DEPARTMENT APPOINTMENTS
8/19/03 TOWN BOARD MEETING

Last	First	Title	Start Date	End Date	Salary	*Special Note
Bell	Shaniece	P/T Recreation Aide	09/09/03	12/31/03	$7.50	1
Dinkelmeyer	John	P/T Recreation Aide	09/09/03	12/31/03	$7.50	1
Janecek	Carol	P/T Recreation Aide	09/09/03	12/31/03	$7.50	1
Marengo	James	P/T Recreation Aide	09/09/03	12/31/03	$7.50	1
Monahan	Jerimiah	P/T Recreation Aide	09/09/03	12/31/03	$7.50	1
Rourke	Jessica	P/T Recreation Aide	09/09/03	12/31/03	$7.50	1
Stephenson	Kyle	P/T Recreation Aide	09/09/03	12/31/03	$7.50	1

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

Adopted

9/ 02/03

TOWN OF RIVERHEAD

Resolution # 1003

APPOINTS A RECREATION SPECIALIST TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILWOMAN SANDERS offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

RESOLVED, that Theresa Curry is hereby appointed to serve as a Recreation Specialist with the working title of an Arts & Craft Instructor, effective September 3, 2003, to and including December 31, 2003, to be paid at the rate of $12.50 per hour, and to serve at the pleasure of the Town Board; and

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

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

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

1

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ✓ Yes ___ No Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

[1] Resolution Rec Specialist Theresa Curry

Adopted

9/ 02/03

TOWN OF RIVERHEAD

Resolution # 1004

APPOINTS A RECREATION SPECIALIST TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

RESOLVED, that Tracy Oak is hereby appointed to serve as a Recreation Specialist with the working title of an Arts & Craft Instructor, effective September 3, 2003, to and including December 31, 2003, to be paid at the rate of $12.50 per hour, and to serve at the pleasure of the Town Board; and

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

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

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

[1]

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densleski ✓ Yes ___ No Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

[1] Resolution Rec Specialist Tracy Oak

September 3, 2003

1869 Adopted

TOWN OF RIVERHEAD

AUTHORIZATION TO DISCARD FIXED ASSETS

RESOLUTION # 1005

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

WHEREAS, the annual physical inventory has been completed and the following items were found to be either broken, salvaged for parts or discarded by the department; and

WHEREAS, it has been determined that these items have little to no residual value.

NOW, THEREFORE BE IT RESOLVED that the Town Board hereby authorizes the following assets to be junked and removed from the Town's inventory record.

Tag #	Description	Tag #	Description
4474	Ferno stair chair	20324	Ferno stair chair
7526	Lateral head start	1970	Metal flashlight
7525	Physio ECG modulator	21102	Polaroid spectra camera
21270	Lateral head start	10787	Folding metal chair
10784	Folding metal chair	21341	Folding metal chair
21337	Folding metal chair	21335	Folding metal chair
6655	Folding metal chair	21338	Folding metal chair
21444	Folding metal chair	10789	Folding metal chair
21104	Polaroid camera	24539	Sharp ux-465l paper fax
6650	Folding metal chair	21334	Folding metal chair
21339	Folding metal chair	21546	Seal clear laminator
21194	Lateral compact suction	21394	At&t push button phone
5252	Orange folding cot	21336	Folding metal chair
22875	Gateway E-series CPU	464	2 drawer metal cabinet
92	4 drawer metal cabinet	9299	Unisys keyboard
1054	Brown hi back swivel chair	22303	Battery charger
430	Fan	7851	Motorola speaker
750	Motorola base station	22314	2 drawer file cabinet
1516	Brown Vinyl chair w/arms	22248	Mouse intellimouse
22487	Hon gray 2 drawer cabinet	24828	Gateway keyboard
7042	Brown chair w/arms	8672	Cabinet Beige
20920	2 line phone w/intercom	444	Blue chair w/arms
4513	Brown vinyl chair	7041	Brown chair
7271	Motorola charger	7273	Hand held radio
7274	Hand held radio	7673	Desk gray 6 drawer
2725	4 drawer file cabinet	22590	Gateway e-series mouse
24008	Southwest bell phone	24011	Brown desk
21651	Wooden chair	21652	Wooden chair

Tag #	Description	Tag #	Description
21653	Wooden chair	21654	Wooden chair
21934	Polaroid camera	G1201010	Lubricating oil pump
1803	Air grease dispenser	2066	Oil dolly truck model 750
23256	Mobile radio	23265	Motorola radio
23786	Maxtrack radio	25696	Motorola radio
3028	Motorola radio	5366	Mac tools battery charger
7192	GE air conditioner	7591	Midland radio
7602	Midland radio	7604	Midland radio
8623	Blue cushioned chair	21583	275 gallon tank diesel fuel
23157	Casio calculator	1307	Blue vinyl chair
1328	Brown side chair	1674	Brown side chair
263	Red side chair	2898	Brown side chair
3272	Tripod – Sony	474	Metal chair w/vinyl back
1118150	Trek Bike	23157	Casio calculator
2500	Kandall air tank	3151	Oil storage tank
3628	Solar battery charger	8148	Impact hammer
10981	Small white freezer	21	Red swing units
22800	Pool table 9'	92000578	Adjustable BBQ green
92000579	Adjustable BBQ grill	20987	Gray steel card cabinet
2167	Gray folder file	2233	Shelf
6364	2 portable soccer goals	706	Gray sliding door cabinet
5960	Black file cabinet	21573	Motorola radio
7693	Red fire extinguisher	1303	Blue vinyl chair
1374	Folding table	1910	Vinyl chair wooden arms
1122993	Trek Bike	20225	Eureka power line vacuum
21716	Odometer for Trek	21715	Odometer for Trek
210	Orange vinyl conf. chair	211	Orange vinyl conf. chair
234	Orange vinyl conf. chair	236	Orange vinyl conf. chair
238	Orange vinyl conf. chair	24507	Motorola portable radio
24542	Motorola portable radio	3113	Two door gray cabinet
442	Brown vinyl chair	6367	Fan
7668	Dishwasher – Habart	7819	Hand truck
7820	Desk	7831	PA system
8686	6 drawer desk	RABUS234	Pager
TU2384	Pager	20553	Fax machine muratic
20582	Heavy duty battery charger	21590	Red roto power pump
24000	Portable hp pump	24581	28 ft. ext. ladder
3339	Flow recorder	4045	Green hand sprayer
4453	Protector gas/O2 protector	6741	O2 meter 2 accuphast
751	O2 Monitor	774	Water demineralizer
817	Leaf blower	93000038	110 heater
94000434	Chlorine feed	94000440	Vacuum regulator
94000484	Commercial dehumidifier	20583	Swivel stool black
20584	Swivel stool black	22005	Drill
10919	Charcoal gray chair	10922	Heavy duty shredder
1027	Beige 4 drawer cabinet	1106	Beige/brown tying table
1515	Blue chair w/arms	1753	Brown swivel chair
5885	Adler adding machine	5887	Adler adding machine
67	Secretary chair	1506	Blue vinyl chair
22241	Swivel chair	22242	Swivel chair
7847	Town seal stamp	7848	Town seal stamp
4298	Panasonic typewriter	101	Lateral map cabinet
103	Lateral map cabinet	2911	K&E transit case

Tag #	Description	Tag #	Description
7742	Tool set attaché case	7932	Purple chair with arms
174	Metal cabinet glass doors	175	Metal cabinet glass doors
176	Metal cabinet glass doors	177	Storage cabinet

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

9/3/03

Adopted

TOWN OF RIVERHEAD

Resolution # 1006

ADOPTS A LOCAL LAW TO AMEND CHAPTER 58 ENTITLED, "DOGS" OF THE RIVERHEAD TOWN CODE

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILWOMAN BLASS:

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 58, entitled "Dogs" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 19th day of August, 2003 at 7:10 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the local law amending Chapter 58 entitled, "Dogs" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached notice of adoption once in the Traveler-Watchman 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 Louis Coronesi, Animal Control Officer; Councilman James Lull; and the Town Attorney's Office.

THE VOTE

Sanders Yes ___ No Blass Yes ___ No

Densieski Yes ___ No Lull Yes ___ No

Kozakiewicz Yes ___ No

THE RESOLUTION WAS ___ WAS NOT ___

THEREUPON DULY ADOPTED

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TOWN OF RIVERHEAD
NOTICE OF ADOPTION

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 58 entitled "Dogs" of the Riverhead Town Code at its regular meeting held on September 3, 2003 as follows:

Chapter 58
DOGS

§ 58-4.1. Voluntary surrender of an identified dog.

The owner or authorized agent of the owner of a dog licensed by the Town of Riverhead may voluntarily surrender such dog to the Town of Riverhead Dog Control Officer upon the payment of a surrender fee of $25 ~~$15~~ and the execution of a written consent in which the owner shall forfeit all title to such dog. Such dog may be offered for adoption immediately by the Dog Control Officer or euthanized at the discretion of the Dog Control Officer.

Dated: Riverhead, New York
September 3, 2003

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

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

September 3, 2003

Adopted

TOWN OF RIVERHEAD

PAL BUDGET ADJUSTMENT

RESOLUTION # 1007

COUNCILWOMAN BLASS offered the following resolution ,

which was seconded by COUNCILMAN DENSIESKI

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

		FROM:	
004.092705.421046	IN-TOWN SOCCER REGISTRATION FEES	$3,950.00	
			TO:
004.073102.542400	**IN-TOWN SOCCER, UNIFORMS**		**$3,500.00**
004.073102.542323	**IN-TOWN SOCCER, SUPPLIES**		**$ 450.00**
004.000000.499999	APPROPRIATED FUND BALANCE	$410.00	
004.073103.542400	**TRAVEL SOCCER, UNIFORMS**		**$140.00**
004.073103.542323	**TRAVEL SOCCER, SUPPLIES**		**$270.00**
004.092705.421049	FOOTBALL REGISTRATION	$ 500.00	
004.031200.543613	**FOOTBALL, REFEREE EXPENSE**		**$ 500.00**

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

1875

Adopted

September 3, 2003

TOWN OF RIVERHEAD

NORTH COUNTRY ROAD ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1008

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:

		FROM:
406.051100.541301.45052	ROAD PAVING EXP.	$20,000.

		TO:
406.095731.494200.45052	**SERIAL BOND PROCEEDS**	**$20,000.**

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

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1876

Adopted

September 3, 2003

TOWN OF RIVERHEAD

SOUND ROAD ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1009

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:

		FROM:
406.051100.541301.45051	ROAD PAVING EXP.	$15,000.

		TO:
406.095731.494200.45051	**SERIAL BOND PROCEEDS**	**$15,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

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Adopted

September 3, 2003

TOWN OF RIVERHEAD

RILEY AVENUE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1010

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:

		FROM:
406.051100.541301.45050	ROAD PAVING EXP.	$20,000.

		TO:
406.095731.494200.45050	**SERIAL BOND PROCEEDS**	**$20,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

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September 3, 2003

1878 Adopted

TOWN OF RIVERHEAD

TUTHILL LANE, NO. & SO. APOLLO DRIVE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1011

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:

		FROM:
406.051100.541301.45047	ROAD PAVING EXP	$20,000.

		TO:
406.095731.494200.45047	**SERIAL BOND PROCEEDS**	**$20,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

1879

Adopted

September 3, 2003

TOWN OF RIVERHEAD

MANOR LANE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1012

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:

		FROM:
406.051100.541301.45046	ROAD PAVING EXP	$52,000.

		TO:
406.095731.494200.45046	**SERIAL BOND PROCEEDS**	**$52,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

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September 3, 2003

Adopted

TOWN OF RIVERHEAD

YOUNGS AVENUE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1013

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:

		FROM:
406.051100.541301.45059	ROAD PAVING EXP.	$37,000.

		TO:
406.095731.494200.45059	**ERIAL BOND PROCEEDS**	**$37,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

Adopted

September 3, 2003

TOWN OF RIVERHEAD

OSBORNE AVENUE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1014

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:

		FROM:
406.051100.541301.45058	ROAD PAVING EXP	$23,000.

		TO:
406.095731.494200.45058	**SERIAL BOND PROCEEDS**	**$23,000.**

THE VOTE

Sanders X Yes ☐ No Blass X Yes ☐ No

Densieski X Yes ☐ No Lull X Yes ☐ No

Kozakiewicz X Yes ☐ No

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September 3, 2003

Adopted

TOWN OF RIVERHEAD

OSTRANDER AVENUE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1015

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:

		FROM:
406.051100.541301.45055	ROAD PAVING EXP	$11,000.

		TO:
406.095731.494200.45055	**SERIAL BOND PROCEEDS**	**$11,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

1883
Adopted

September 3, 2003

TOWN OF RIVERHEAD

MILL ROAD ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1016

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:

		FROM:
406.051100.541301.45054	ROAD PAVING EXP	$22,000.

		TO:
406.095731.494200.45054	**SERIAL BOND PROCEEDS**	**$22,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

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1884

Adopted

September 3, 2003

TOWN OF RIVERHEAD

ZIEMACKI LANE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1017

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:

		FROM:
406.051100.541301.45053	ROAD PAVING EXP	$1,400.00

		TO:
406.095731.494200.45053	**SERIAL BOND PROCEEDS**	**$1,400.00**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

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Adopted

1885

September 3, 2003

TOWN OF RIVERHEAD

REEVES PARK ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1018

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:

		FROM:
406.095731.494200.45060	SERIAL BOND PROCEEDS	$30,000.

		TO:
406.051100.541301.45060	**ROAD PAVING EXPENSE**	**$30,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

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September 3, 2003

Adopted

TOWN OF RIVERHEAD

ROANOKE AVENUE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1019

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:

		FROM:
406.051100.541301.45062	ROAD PAVING EXP	$26,000.

		TO:
406.095731.494200.45062	**SERIAL BOND PROCEEDS**	**$26,000.**

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

September 3, 2003

Adopted

TOWN OF RIVERHEAD

CORWIN STREET ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # ~~1020~~

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:

		FROM:
406.051100.541301.45061	ROAD PAVING EXP	$7,000.

		TO:
406.095731.494200.45061	**SERIAL BOND PROCEEDS**	**$7,000.**

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

1888

Adopted

September 3, 2003

TOWN OF RIVERHEAD

SOUND AVENUE (between Route 105 & Herricks Lane) ROAD IMPROVEMENT

BUDGET ADOPTION

RESOLUTION # 1021

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:

		FROM:
406.095731.494200.45072	SERIAL BOND PROCEEDS	$360,000.

		TO:
406.051100.541301.45072	**ROAD PAVING EXPENSE**	**$360,000.**

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

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1889

Adopted

September 3, 2003

TOWN OF RIVERHEAD

RIVER ROAD GUARD RAIL IMPROVEMENT PROJECT

BUDGET ADOPTION

RESOLUTION # 1022

COUNCILWOMAN BLASS 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:

		FROM:
406.051100.487451.45073	TRANSFER FROM CHIPS	$15,000.

		TO:
406.051100.523031.45073	**GUARD RAIL IMPROVEMENT**	**$15,000.**

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

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EPTEMBER 3, 2003

Adopted

TOWN OF RIVERHEAD

STOTZKY PARK SKATEBOARD COMPLEX

CAPITAL PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 1023

COUNCILMAN LULL offered the following resolution ,

which was seconded by COUNCILWOMAN SANDERS

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

		FROM:
406.095031.481900.70048	PARK & REC FUND	$23,000.
406.095731.494200.70048	**SERIAL BOND PROCEEDS**	**TO: $23,000**

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

'EPTEMBER 3, 2003

Adopted

TOWN OF RIVERHEAD

MID ROAD PROPERTIES EXT #70 II

CAPITAL PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 1024

COUNCILWOMAN SANDERS offered the following resolution ,

which was seconded by COUNCILMAN DENSIESKI

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

		FROM:
406.092705.421050.30068	DEVELOPERS FEES	$160,000.
		TO:
406.083200.523002.30068	CONSTRUCTION	$133,500
406.083200.543501.30068	ENGINEERING	20,000
406.083200.547900.30068	CONTRACTING	6,500

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

Adopted

EPTEMBER 3, 2003

TOWN OF RIVERHEAD

Y2K IRON PIER BEACH IMPROVEMENT

CAPITAL PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 1025

COUNCILMAN DENSIESKI offered the following resolution ,

which was seconded by COUNCILWOMAN BLASS

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

		FROM:
406.095031.481900.70050	PARK & REC FEES	$24,000.
		TO:
406.095710.494200.70050	**SERIAL BOND PROCEEDS**	**$24,000**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

SEPTEMBER 3, 2003

Adopted

TOWN OF RIVERHEAD

HOWARD NICHOLS WATER EXT.

CAPITAL PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 1026

COUNCILWOMAN BLASS 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:

		FROM:
406.092705.421050.60081	DEVELOPERS FEES	$3,000.
406.083200.543501.60081	**ENGINEERING EXP.**	**TO: $3,000**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

09/03/03

1894

Adopted

TOWN OF RIVERHEAD

Resolution # 1027

ADOPTS A LOCAL LAW AMENDING CHAPTER 47 ENTITLED, "BAYS AND CREEKS" OF THE RIVERHEAD TOWN CODE

COUNCILMAN LULL offered the following resolution, was seconded by

COUNCILMAN DENSIESKI:

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to amend Chapter 47 entitled, "Bays and Creeks" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 1st day of July, 2003 at 7:05 p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 47 entitled, "Bays and Creeks", of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Planning Department; the Planning Board; the Zoning Board of Appeals; the Building Department; the Code Revision Committee and the Town Attorney's Office.

Councilman Densieski offered the resolution to be tabled, which was seconded by Councilwoman Sanders. The VOTE: Sanders,no,Blass,no,Densieski,yes,Lull,no,Kozakiewicz,yes.
The resolution was declared not to be TABLED.

Councilman Lull offered the resolution for adoption, which was seconded by Councilwoman Blass.
The VOTE: Sanders,yes,Blass,yes,Densieski,no,
Lull,yes,Kozakiewicz,abstain.
The resolution was declared to be duly adopted.

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ___ Yes ✓ No Lull ✓ Yes ___ No
Kozakiewicz ___ Yes ___ No abstain
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

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TOWN OF RIVERHEAD
NOTICE OF ADOPTION

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law repealing and replacing Chapter 47 entitled, "Bays and Creeks" of the Riverhead Town Code at a regular Town Board meeting held on September 3, 2003 as follows:

LOCAL LAW NO. OF 2003

A LOCAL LAW amending Chapter 47 of the Code of the Town of Riverhead entitled: "Bays and Creeks"

BE IT ENACTED by the Town Board of the Town of Riverhead as follows:

CHAPTER 47: BAYS AND CREEKS

§ 47-21. Docks, basins and ramps.

A. No dock, basin or ramp owned, controlled or operated by the Conservation Advisory Council shall be used by persons other than residents of the Town of Riverhead.

B. No person shall place any obstructions or place, pile or store any nets, boxes, bait cars or fishing equipment or gear whatsoever upon any dock, wharf or pier or highway owned, controlled or operated by the Conservation Advisory Council.

A. It shall be the policy of the Town of Riverhead that all moorings, docks and appurtenant structures shall be designed, constructed, and located so as to reduce potential adverse impacts to natural resources and habitats, navigation, public safety, waterway congestion, and access to public lands and water.

B. The standards for a residential dock shall be as follows:

1. In no case shall the length of the dock exceed one hundred fifty (150) feet in length or exceed fifteen percent (15%) of the width of the waterway, whichever meets the minimum three (3) foot low water depth;

2. Only one dock may be constructed on a residential lot that has a riparian right. A waiver to this provision may be granted where a single dock is proposed for the common use by a maximum of three (3) adjacent property owners;

3. A residential dock and associated mooring piles must be configured so that no more than three (3) vessel berths are created for each residential lot with riparian rights;

4. The dock and any appurtenant structure, or any vessel tied to the dock, may not be located within or impinge upon that area located within ten (10) feet of the seaward extension of any property line;

5. The width of a catwalk or dock may not exceed four (4) feet and must be elevated a minimum of four feet above the mean high water mark and a minimum of four feet above grade when traversing any tidal or freshwater wetlands as identified by the Wetland Inventory Maps for the Town of Riverhead or those freshwater or tidal wetlands identified on maps prepared for the New York State Department of Environmental Conservation;

6. The width of any single float may not exceed six (6) feet in width nor twenty (20) feet in length and shall be secured or installed in such a manner that the float shall not rest on the bottom of the water body at any time during the tidal cycle.

C. The standards for commercial docks shall be as follows:

1. In no case shall the dock length, excluding that portion landward of the apparent mean high water mark, be in excess of one hundred fifty (150) feet nor exceed thirty percent (30%) of the width of the waterway, whichever is less;

2. The width of a catwalk or dock may not exceed eight (8) feet and must be elevated a minimum of four (4) feet above grade when traversing any tidal or freshwater wetlands;

3. The width of any single float may not exceed eight (8) feet in width and shall be secured or installed in such a manner that the float shall not rest on the bottom of the water body at any time during the tidal cycle;

4. All commercial docking facilities which provide fuel to vessels must also provide pump-out facilities for vessel sanitary waste;

5. A permit for the commercial operation of docking facilities must be applied for on an annual basis. The fee for this permit shall be ten dollars ($10) per berth, with a minimum fee for this permit of fifty dollars ($50) and a maximum fee of two hundred dollars ($200).

6. A certificate of insurance indicating a minimum liability coverage of one million dollars ($1,000,000) must be placed on file with the Town each year of operation.

D. Safety requirements for private and commercial docks.

1. All electrical installation must comply with the National Electric Code (NEC) and must be inspected and approved by a representative of the Town of Riverhead building department;

2. An appropriate fire extinguisher must be permanently afixed to the dock during the boating season and located within seventy five (75) feet of any boat;

3. The storage of fuel on a dock is prohibited;

4. A permit issued by the fire marshal or by the bay constable is required for the purpose of mobile fueling of a vessel. This permit shall specify the date and the time when the fueling is to be scheduled.

E. No boat mooring or dock shall be located within the lines of any navigation channel, be located within fifty (50) feet of any channel marker or so as to interfere with the full use of such channel, nor shall any mooring or dock be located within one hundred (100) feet of any municipal dock.

F. The disturbance of natural vegetation and topography during construction activities shall be minimized to the greatest degree possible. To this end, project-limiting fencing, siltation mesh, straw bales or similar devices for controlling land disturbances and retarding erosion and siltation shall be required during construction and during any clearing or grading of land preparatory associated with construction activities.

G. No permit from the Conservation Advisory Council which is required for projects or activities in tidal waters shall allow the use of wood which has been treated with commercial copper quat (ACQ), pentachlorophenol, or creosote. Wood treated with copper chromated arsenate (CCA) may be used for pilings. All planking and framing must be constructed of material alternative to CCA treated wood.

H. Dock floatation billets must be constructed of durable and acceptable material.

I. The Town shall have the right to seek removal of any dock or mooring which has been constructed or placed without a permit or is in violation of the standards and/or restrictions set forth in this section.

J. In considering the issue of a permit by the Conservation Advisory Council, the following impacts shall be weighed:

1. the effects upon safe navigation;

2. the potential for interference with public use of waterways for swimming, boating, fishing, shellfishing, waterskiing, and the like;

3. the potential for interference with transit by the public along the beaches or foreshore;

4. whether or not the structure will significantly impair the use or value of waterfront property adjacent or near to the dock;

5. the potential for degradation of surface water quality;

6. the potential for destruction of beds of eel grass (Zostera marina) or shellfish;

7. the potential for unduly restricting tidal flow or water circulation; and

8. the possibility of despoiling views from public parklands or roadways.

K. Any dock which received a DEC permit prior to the filing of the Local Law amending this Chapter shall be grandfathered from the provisions herein.

- strikethrough represents deletions
- underline represents additions

1900

Adopted

September 3, 2003

TOWN OF RIVERHEAD

Resolution # 1028

APPROVES SPECIAL PERMIT PETITION OF EAST END WIRELESS, INC. NEXTEL OF NEW YORK, INC. d/b/a NEXTEL COMMUNICATIONS AND NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS AND T-MOBILE USA d/b/a OMNIPOINT COMMUNICATIONS– TELECOMMUNICATIONS MONOPOLE AND TWO SHEDS AT CHERRY CREEK

COUNCILMAN LULL offered the following resolution which

was seconded by COUNCILMAN DENSIESKI

WHEREAS, the Town Board of the Town of Riverhead is in receipt of a special permit petition from East End Wireless Inc., Nextel of New York, Inc., d/b/a Nextel Communications and New York SMSA Limited Partnership d/b/a Verizon Wireless and T-Mobile USA d/b/a Omnipoint Communications pursuant to Section 108-3 and Article XXXXI of the Riverhead Town Code to allow the construction of a 150 foot monopole with 12 public utility wireless telecommunications antennas and a 12' x 20' equipment sheds within a 50' x 50' fenced compound to be located on a 167 acre parcel zoned Agriculture A; such property more particularly described as Suffolk County Tax Map Number 0600-18-2-1.3, and

WHEREAS, the Riverhead Town Board by resolution #1146 of 2001 declared themselves lead agency, and

WHEREAS, the Riverhead Town Board has referred the petition to the Riverhead Planning Board for its report and recommendation, and

WHEREAS, a public hearing was held by the Riverhead Town Board, and

WHEREAS, the Riverhead 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 the Planning Board, the commentary made at the relevant public hearing, as well as all other pertinent planning, zoning and environmental information, now

THEREFORE, BE IT

RESOLVED, that in the matter of the special permit petition of East End Wireless, Inc. et al the Riverhead Town Board hereby determines the action to be Unlisted pursuant to

6NYCRR Part 617 and further determines the action not to have significant adverse impacts upon either the natural or social environment and that an environmental impact statement need not be prepared, and

BE IT FURTHER

RESOLVED, that in the matter of the special permit petition of East End Wireless, Inc. et al the Riverhead Town Board hereby makes the following findings:

1. That the premises is located within the Agriculture A Zoning Use District;
2. That wireless communication towers are a specially permitted use within the applicable zoning use districts;
3. That a purpose of the wireless communications ordinance (Article XXXXI) is to reduce the proliferation of communication towers through the co-location of antennas and appropriate tower heights;
4. That the testimony of the applicant before this Board indicated that the need for the construction of the proposed tower and antenna is to fill an existing service gap within the general vicinity;
5. That such testimony concluded that the construction of the proposed tower and antenna would not result in the filling of all current gaps of service within the Town of Riverhead;
6. That the proposed monopole would result in the co-location of antennas, and

BE IT FURTHER

RESOLVED, that based upon its findings, the Riverhead Town Board hereby grants the special permit petition of East End Wireless, Inc. et al to allow the construction of a telecommunications monopole and two sheds upon real property located at Reeves Avenue, Riverhead subject to the location of the monopole and sheds being located southerly of the proposed location and within a 500 foot radius of the clubhouse at Cherry Creek, and

BE IT FURTHER

RESOLVED, that no building permit shall be issued for such monopole prior to site plan application and the approval thereof by the Riverhead Town Board, and

BE IT FURTHER

RESOLVED, that copies of this resolution be forwarded to the Town Attorney, Building Department, Riverhead Planning Department, Riverhead Planning Board and East End Wireless, Inc. et al or their agent.

RH/planning

THE VOTE

Sanders ✓ Yes ___ No Blass ___ Yes ✓ No

Densieski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozakiewicz ✓ Yes ___ No

THE RE... X ...NOT ___

THEREU... ...ED

1902

Adopted

09/03/03

TOWN OF RIVERHEAD

Resolution # 1029

APPROVES APPLICATION OF HALLOCKVILLE MUSEUM

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

WHEREAS, The Hallockville Museum has submitted an application for the purpose of conducting a wedding to be located on the Hallockville Museum property at Sound Avenue, Jamesport, New York; 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 Hallockville Museum to conduct a wedding and related events at the Hallockville Museum, Sound Avenue, Jamesport, New York, to be held on September 12, 2003, between noon and 10:00 p.m.; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 209, for the purpose of arranging the "pre-event" inspection appointment; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Hallockville Museum, 6038 Sound Avenue, Riverhead, 11947; the Riverhead Fire Marshal and Chief Hegermiller, Riverhead Police Department.

THE VOTE

Sanders ✓ Yes ___ No Blass ✓ Yes ___ No

Densleski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozaklewicz ✓ Yes ___ No

THE RESOLUTION WAS ✓ WAS NOT ___

THEREUPON DULY ADOPTED

Z:\Laura\chap90\ChurchHarvest.res.doc

RESOLUTION # 1030 ABSTRACT #33-03 AUGUST 21, 2003 (TB 09/03/03)

Councilman Lull offered the following Resolution which was seconded by Councilman Densieski

FUND NAME		CD - 08/18/03	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	$ 6,500,000.00	$ 946,741.99	$ 7,446,741.99
POLICE ATHLETIC LEAGUE	004	$ 16,000.00	$ 684.22	$ 16,684.22
TEEN CENTER	005	$ 14,000.00	$ 188.04	$ 14,188.04
RECREATION PROGRAM	006	$ 90,000.00	$ 36,080.62	$ 126,080.62
SR NUTRITION SITE COUNCIL	007	$ -	$ -	$ -
D.A.R.E. PROGRAM FUND	008	$ 1,500.00	$ -	$ 1,500.00
CHILD CARE CENTER BUILDING FUND	009	$ -	$ 52.84	$ 52.84
AG-FEST COMMITTEE FUND	021	$ -	$ -	$ -
HUMAN SERVICES FUND	022	$ -	$ -	$ -
R.I.F.T.A	023	$ 27,500.00	$ 443.68	$ 27,943.68
TOWN BD SPECIAL PROGRAM FND	024	$ 240,000.00	$ -	$ 240,000.00
YOUTH COURT SCHOLARSHIP FUND	025	$ -	$ -	$ -
SRS DAYCARE BUILDING FUND	027	$ -	$ 1,978.27	$ 1,978.27
COMMUNITY P.E.T.S. SHELTER	028	$ 10,000.00	$ 217.21	$ 10,217.21
ANIMAL SPAY & NEUTERING FUND	029	$ -	$ -	$ -
EDZ FUND	030	$ -	$ 5,095.55	$ 5,095.55
HIGHWAY	111	$ 725,000.00	$ 78,573.56	$ 803,573.56
WATER	112	$ 1,700,000.00	$ 67,516.16	$ 1,767,516.16
REPAIR & MAINTENANCE	113	$ 265,000.00	$ 1,300.00	$ 266,300.00
RIVERHEAD SEWER DISTRICT	114	$ 1,775,000.00	$ 36,715.83	$ 1,811,715.83
REFUSE & GARBAGE COLLECTION	115	$ 900,000.00	$ 198,888.92	$ 1,098,888.92
STREET LIGHTING	116	$ 440,000.00	$ 12,283.25	$ 452,283.25
PUBLIC PARKING	117	$ 90,000.00	$ 4,853.25	$ 94,853.25
BUSINESS IMPROVEMENT DISTRICT	118	$ 12,000.00	$ 754.57	$ 12,754.57
TOR URBAN DEV CORP TRUST ACCT	119	$ -	$ -	$ -
AMBULANCE DISTRICT	120	$ 300,000.00	$ 823.20	$ 300,823.20
CALVERTON SEWER DISTRICT	124	$ 95,000.00	$ 1,051.97	$ 96,051.97
RIVERHEAD SCAV WASTE DISTRICT	128	$ 565,000.00	$ 20,013.01	$ 585,013.01
WORKER'S COMPENSATION FUND	173	$ 1,025,000.00	$ 7,443.30	$ 1,032,443.30
ISK RETENTION FUND	175	$ 700,000.00	$ -	$ 700,000.00
UNEMPLOYMENT INSURANCE FUND	176	$ 95,000.00	$ -	$ 95,000.00
MAIN STREET REHAB PROGRAM	177	$ -	$ -	$ -
REVOLVING LOAN PROGRAM	178	$ -	$ -	$ -
RESIDENTIAL REHAB	179	$ -	$ -	$ -
DISCRETIONARY/SMALL CITIES	180	$ -	$ -	$ -
CDBG CONSORTIUM ACCOUNT	181	$ -	$ 132,981.00	$ -
URBAN DEVEL CORP WORKING	182	$ -	$ -	$ -
RESTORE	184	$ -	$ -	$ -
PUBLIC PARKING DEBT	381	$ -	$ 3,811.60	$ 3,811.60
SEWER DISTRICT DEBT	382	$ 85,000.00	$ -	$ 85,000.00
WATER DEBT	383	$ 855,000.00	$ 82,964.96	$ 937,964.96
GENERAL FUND DEBT SERVICE	384	$ 12,325,000.00	$ 26,567.48	$ 12,351,567.48
SCAVENGER WASTE DEBT	385	$ 7,500.00	$ 4,580.96	$ 12,080.96
TOWN HALL CAPITAL PROJECTS	406	$ -	$ 287,883.12	$ 287,883.12
EIGHT HUNDRED SERIES	408	$ -	$ -	$ -
WATER IMPROVEMENT CAP PROJ	409	$ -	$ -	$ -
NUTRITION CAPITAL IMPS	441	$ -	$ -	$ -
CHIPS	451	$ -	$ -	$ -
YOUTH SERVICES	452	$ -	$ 2,833.64	$ 2,833.64
SENIORS HELPING SENIORS	453	$ -	$ 2,697.79	$ 2,697.79
EISEP	454	$ -	$ 407.62	$ 407.62
SCAVENGER WASTE CAP PROJ	470	$ -	$ -	$ -
MUNICIPAL FUEL FUND	625	$ 340,000.00	$ 4,207.63	$ 344,207.63
MUNICIPAL GARAGE	626	$ 110,000.00	$ 30,023.24	$ 140,023.24
TRUST & AGENCY	735	$ -	$ 891,087.34	$ 891,087.34
SPECIAL TRUST	736	$ 710,000.00	$ 96,175.00	$ 806,175.00
COMMUNITY PRESERVATION FUND	737	$ 25,000.00	$ -	$ 25,000.00
CDA-CALVERTON	914	$ 25,000.00	$ 1,947.04	$ 26,947.04
OMMUNITY DEVELOPMENT AGENCY	915	$ -	$ -	$ -
OINT SCAVENGER WASTE	918	$ -	$ -	$ -
CENTRAL CLEARING ACCOUNT	999	$ -	$ -	$ -
TOTALS		$ 30,068,500.00	$ 2,989,867.86	$ 33,058,367.86
				$ -

THE VOTE
Sanders Yes
Densieski Yes
Blass Yes
Lull Yes
No
Kozakiewicz Yes
No
THE RESOLUTION WAS NOT THEREUPON ADOPTED

02.ABSTRACT.SJB

RESOLUTION # 1030 ABSTRACT #35-03 SEPTEMBER 02, 2003 (TB 09/03/03)

Councilman Hulse offered the following Resolution which was seconded by Councilman Densieski

FUND NAME		CD - NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	$ -	$ -	$ -
POLICE ATHLETIC LEAGUE	004	$ -	$ -	$ -
TEEN CENTER	005	$ -	$ -	$ -
RECREATION PROGRAM	006	$ -	$ -	$ -
SR NUTRITION SITE COUNCIL	007	$ -	$ -	$ -
D.A.R.E. PROGRAM FUND	008	$ -	$ -	$ -
CHILD CARE CENTER BUILDING FUND	009	$ -	$ -	$ -
AG-FEST COMMITTEE FUND	021	$ -	$ -	$ -
HUMAN SERVICES FUND	022	$ -	$ -	$ -
R.I.F.T.A	023	$ -	$ -	$ -
TOWN BD SPECIAL PROGRAM FND	024	$ -	$ -	$ -
YOUTH COURT SCHOLARSHIP FUND	025	$ -	$ -	$ -
SRS DAYCARE BUILDING FUND	027	$ -	$ -	$ -
COMMUNITY P.E.T.S. SHELTER	028	$ -	$ -	$ -
ANIMAL SPAY & NEUTERING FUND	029	$ -	$ -	$ -
EDZ FUND	030	$ -	$ -	$ -
HIGHWAY	111	$ -	$ -	$ -
WATER	112	$ -	$ -	$ -
REPAIR & MAINTENANCE	113	$ -	$ -	$ -
RIVERHEAD SEWER DISTRICT	114	$ -	$ -	$ -
REFUSE & GARBAGE COLLECTION	115	$ -	$ -	$ -
STREET LIGHTING	116	$ -	$ -	$ -
PUBLIC PARKING	117	$ -	$ -	$ -
BUSINESS IMPROVEMENT DISTRICT	118	$ -	$ -	$ -
TOR URBAN DEV CORP TRUST ACCT	119	$ -	$ -	$ -
AMBULANCE DISTRICT	120	$ -	$ -	$ -
CALVERTON SEWER DISTRICT	124	$ -	$ -	$ -
RIVERHEAD SCAV WASTE DISTRICT	128	$ -	$ -	$ -
WORKER'S COMPENSATION FUND	173	$ -	$ -	$ -
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	$ -	$ -	$ -
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	385	$ -	$ -	$ -
TOWN HALL CAPITAL PROJECTS	406	$ -	$ 852,744.85	$ 852,744.85
EIGHT HUNDRED SERIES	408	$ -	$ -	$ -
WATER IMPROVEMENT CAP PROJ	409	$ -	$ -	$ -
NUTRITION CAPITAL IMPS	441	$ -	$ -	$ -
CHIPS	451	$ -	$ -	$ -
YOUTH SERVICES	452	$ -	$ -	$ -
SENIORS HELPING SENIORS	453	$ -	$ -	$ -
EISEP	454	$ -	$ -	$ -
SCAVENGER WASTE CAP PROJ	470	$ -	$ -	$ -
MUNICIPAL FUEL FUND	625	$ -	$ -	$ -
MUNICIPAL GARAGE	626	$ -	$ -	$ -
TRUST & AGENCY	735	$ -	$ -	$ -
SPECIAL TRUST	736	$ -	$ -	$ -
COMMUNITY PRESERVATION FUND	737	$ -	$ -	$ -
CDA-CALVERTON	914	$ -	$ -	$ -
COMMUNITY DEVELOPMENT AGENCY	915	$ -	$ -	$ -
JOINT SCAVENGER WASTE	918	$ -	$ -	$ -
CENTRAL CLEARING ACCOUNT	999	$ -	$ -	$ -
TOTALS		$ -	$ 852,744.85	$ 852,744.85
				$ -

RESOLUTION # 1230 ABSTRACT #34-03 AUGUST 28, 2003 (TB 09/03/03)

Councilman Lull offered the following Resolution which was seconded by Councilman Densieske

FUND NAME		CD - 08/27/03	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	$ 4,300,000.00	$ 132,480.42	$ 4,432,480.42
POLICE ATHLETIC LEAGUE	004	$ 21,000.00	$ 1,620.00	$ 22,620.00
TEEN CENTER	005	$ 5,000.00	$ -	$ 5,000.00
RECREATION PROGRAM	006	$ 34,000.00	$ 1,516.25	$ 35,516.25
SR NUTRITION SITE COUNCIL	007	$ 2,500.00	$ 975.00	$ 3,475.00
D.A.R.E. PROGRAM FUND	008	$ 2,000.00	$ -	$ 2,000.00
CHILD CARE CENTER BUILDING FUND	009	$ 62,000.00	$ -	$ 62,000.00
AG-FEST COMMITTEE FUND	021	$ -	$ 1,280.00	$ 1,280.00
HUMAN SERVICES FUND	022	$ -	$ -	$ -
R.I.F.T.A	023	$ -	$ -	$ -
TOWN BD SPECIAL PROGRAM FND	024	$ -	$ 21,174.00	$ 21,174.00
YOUTH COURT SCHOLARSHIP FUND	025	$ 1,500.00	$ -	$ 1,500.00
SRS DAYCARE BUILDING FUND	027	$ -	$ -	$ -
COMMUNITY P.E.T.S. SHELTER	028	$ 10,000.00	$ -	$ 10,000.00
ANIMAL SPAY & NEUTERING FUND	029	$ -	$ -	$ -
EDZ FUND	030	$ -	$ -	$ -
HIGHWAY	111	$ 540,000.00	$ 8,388.90	$ 548,388.90
WATER	112	$ -	$ 4,858.68	$ 4,858.68
REPAIR & MAINTENANCE	113	$ 1,410,000.00	$ -	$ 1,410,000.00
RIVERHEAD SEWER DISTRICT	114	$ 800,000.00	$ 41,516.97	$ 841,516.97
REFUSE & GARBAGE COLLECTION	115	$ 35,000.00	$ 3,079.04	$ 38,079.04
STREET LIGHTING	116	$ 165,000.00	$ 2,528.10	$ 167,528.10
PUBLIC PARKING	117	$ 75,000.00	$ 13,874.93	$ 88,874.93
BUSINESS IMPROVEMENT DISTRICT	118	$ 8,000.00	$ 1,000.00	$ 9,000.00
TOR URBAN DEV CORP TRUST ACCT	119	$ -	$ -	$ -
AMBULANCE DISTRICT	120	$ 95,000.00	$ 218.00	$ 95,218.00
CALVERTON SEWER DISTRICT	124	$ 210,000.00	$ 1,701.30	$ 211,701.30
RIVERHEAD SCAV WASTE DISTRICT	128	$ 8,000.00	$ 9,252.79	$ 17,252.79
WORKER'S COMPENSATION FUND	173	$ 1,350,000.00	$ 15,316.31	$ 1,365,316.31
RISK RETENTION FUND	175	$ 450,000.00	$ 2,732.78	$ 452,732.78
UNEMPLOYMENT INSURANCE FUND	176	$ 12,000.00	$ -	$ 12,000.00
MAIN STREET REHAB PROGRAM	177	$ -	$ -	$ -
REVOLVING LOAN PROGRAM	178	$ -	$ -	$ -
RESIDENTIAL REHAB	179	$ -	$ -	$ -
DISCRETIONARY/SMALL CITIES	180	$ -	$ -	$ -
CDBG CONSORTIUM ACCOUNT	181	$ -	$ -	$ -
URBAN DEVEL CORP WORKING	182	$ -	$ -	$ -
RESTORE	184	$ -	$ -	$ -
PUBLIC PARKING DEBT	381	$ 27,000.00	$ -	$ 27,000.00
SEWER DISTRICT DEBT	382	$ 1,026,000.00	$ -	$ 1,026,000.00
WATER DEBT	383	$ 20,000.00	$ -	$ 20,000.00
GENERAL FUND DEBT SERVICE	384	$ 3,310,000.00	$ -	$ 3,310,000.00
SCAVENGER WASTE DEBT	385	$ 245,000.00	$ -	$ 245,000.00
TOWN HALL CAPITAL PROJECTS	406	$ 95,000.00	$ 258,574.25	$ 353,574.25
EIGHT HUNDRED SERIES	408	$ -	$ -	$ -
WATER IMPROVEMENT CAP PROJ	409	$ -	$ -	$ -
NUTRITION CAPITAL IMPS	441	$ -	$ -	$ -
CHIPS	451	$ -	$ -	$ -
YOUTH SERVICES	452	$ -	$ 80.64	$ 80.64
SENIORS HELPING SENIORS	453	$ -	$ -	$ -
EISEP	454	$ -	$ -	$ -
SCAVENGER WASTE CAP PROJ	470	$ -	$ -	$ -
MUNICIPAL FUEL FUND	625	$ 90,000.00	$ 6,381.76	$ 96,381.76
MUNICIPAL GARAGE	626	$ -	$ 13,821.20	$ 13,821.20
TRUST & AGENCY	735	$ -	$ 25,111.28	$ 25,111.28
SPECIAL TRUST	736	$ 610,000.00	$ 96,175.00	$ 706,175.00
COMMUNITY PRESERVATION FUND	737	$ 15,000.00	$ 1,000,000.00	$ 1,015,000.00
CDA-CALVERTON	914	$ 1,750,000.00	$ 3,236.00	$ 1,753,236.00
COMMUNITY DEVELOPMENT AGENCY	915	$ -	$ 1,450.08	$ 1,450.08
JOINT SCAVENGER WASTE	918	$ -	$ -	$ -
CENTRAL CLEARING ACCOUNT	999	$ -	$ -	$ -
TOTALS		$ 16,784,000.00	$ 1,668,343.68	$ 18,452,343.68
				$ -

5. Concerning the Custodian

(a) The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of competent counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agencies. This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.

(b) The Custodian shall not be responsible for, or considered to be the Custodian of, any Eligible Collateral received by it for deposit in the Account until the Custodian actually receives and collects such Eligible Collateral directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Eligible Collateral is not finally collected.

(c) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement.

(d) The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.

(e) The Custodian may enter into subcontracts, agreements and understandings, whenever and on such terms and conditions as it deems necessary or appropriate, to perform its services hereunder; such subcontracts, agreements and understandings may be with third parties and may be with other subsidiaries of The Bank of New York Company, Inc. or any successor to The Bank of New York Company, Inc. or with other persons not a party hereto. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.

(f) Reliance on Pricing Services. To the extent Custodian values Eligible Collateral, establishes and maintains Market Value and Adjusted Market Value of Eligible Collateral held in the Account, Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of Securities), such as any Nationally Recognized Statistical Ratings Organization, in order to perform its valuation responsibilities hereunder, if any, and the parties agree that Custodian shall be held harmless from and against any losses incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts under the circumstances to resume normal performance as soon as practicable.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Eligible Collateral in the Account. Upon termination hereof, the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Collateral, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Bank's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous

(a) The Local Government and Bank each agrees to furnish to the Custodian a new Certificate (Exhibit C) in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

(b) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its offices at One Wall Street, 4th Floor, New York, New York 10286, Attn: BDS-Collateral Manager or at such other place as the Custodian may from time to time designate in writing.

(c) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its offices at 275 Broad Hollow Road, Melville, New York 11747, or at such other place as the Bank may from time to time designate in writing.

(d) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at **200 Howell Avenue, Riverhead, NY 11901** or at such other offices as the Local Government may from time to time designate in writing.

(e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to

any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(f) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(g) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(h) This Agreement shall be construed in accordance with the laws of the State of New York without regard to conflict of laws principles thereof. The Local Government, the Bank and the Custodian hereby consent to the jurisdiction of a state or federal court situated in New York City, New York in connection with any dispute arising hereunder.

(i) Waiver of Immunity. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

(j) In the event of any inconsistency or conflict between the terms and conditions of this Agreement and the terms and conditions of the Custody Agreement dated March 8, 1999, between Bank and Custodian relating to the maintenance of Public deposits with the Bank, terms and conditions of this Agreement shall govern and control.

8. Definition

Whenever used in this Agreement the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.

(b) "Adjusted Market Value" shall be one hundred percent of Market Value, except that: (1) in the case of Eligible Collateral enumerated in subparagraphs (v), (vi) and (vii) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.9 if such Eligible Collateral is not rated in the highest rating category by at least one Nationally Recognized Statistical Rating Agency, but is so rated in the second highest rating category, and an amount equal to its Market Value multiplied by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rated category; (2) in the case of Eligible Collateral enumerated in subparagraphs (viii), (x) and (xi) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8; (3) in the case of Eligible Collateral enumerated in subparagraph (ix) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.7; and (4) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be an amount equal to its Market Value divided by 1.4.

(c) "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C"- attached hereto, as such Exhibit may be amended from time to time.

(d) "Bank" shall mean any bank as defined by the Banking Law of the State of New York or a national banking association located and authorized to do business in New York.

(e) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

(f) "Business Day" shall mean any day on which the Custodian and the Bank are open for Business and on which the Book Entry System and/or the Depositories are open for business.

(g) "Certificate" shall mean the Certificate attached hereto as Exhibit "C".

(h) "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and Local Government agrees to a different amount in accordance with this Agreement.

(i) "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(j) "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.

(k) "Eligible Collateral" shall mean any securities of the types enumerated in the Schedule of Eligible Collateral attached hereto as Exhibit "B" as such Schedule may be amended by the parties in writing from time to time, Eligible Letters of Credit, and Eligible Surety Bonds.

(l) "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either: (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one Nationally Recognized Statistical Rating Organization, or (2) a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.

(m) "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

(n) "Margin Percentage" shall mean the percentage indicated on Exhibit B attached hereto with respect to particular types of Eligible Collateral.

(o) "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian or by the Bank or the most recently available closing bid quotation from such source plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value or a closing bid price for a particular security, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, the

Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.

(p) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poors, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.

(q) "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.

(r) "Substitute Collateral" shall have the meaning set forth in paragraph C of Section I of this Agreement.

(s) "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(t) "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

TOWN OF RIVERHEAD,
RECEIVER OF TAXES
Local Government

By: _____

Title: _____

NORTH FORK BANK

By: Kevin O'Connor

Title: Executive Vice President

THE BANK OF NEW YORK

By: _____

Title:

nfkcolld.doc
(1/99)

EXHIBIT A

Collateral Requirement. On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of Section I of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account, Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.

categories by at least one nationally recognized statistical rating organization.

105 (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

105 (ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by Federal bank regulatory agencies.

105 (x) Commercial paper and bankers' acceptances issued by a bank (other than the Bank), rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.

105 (xi) Zero coupon obligations of the United States government marketed as "Treasury strips."

EXHIBIT C

CERTIFICATE OF AUTHORIZED PERSONS

(Local Government – Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting _____ of **TOWN OF RIVERHEAD, RECEIVER OF TAXES** (the "Local Government"), and further certifies that the following officers or employees of the Local Government have been duly authorized in conformity with the Local Government's _____ to deliver Oral and Written Instructions to The Bank of New York ("Custodian") pursuant to the Third Party Custodian Agreement between the Local Government, North Fork Bank__ ("Bank") and Custodian dated _____, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

(Corporate Seal)

_____

Title: _____

Date: _____

1853

Adopted

September 3, 2003

TOWN OF RIVERHEAD

Resolution # 995

ACCEPTS FINAL ENVIRONMENTAL IMPACT STATEMENT OF TRADITIONAL LINKS, LLC

COUNCILMAN LULL offered the following resolution which was seconded by COUNCILWOMAN BLASS

WHEREAS, the Town Board of the Town of Riverhead is in receipt of a change of zone petition from Traditional Links, LLC in order to amend the Zoning Use District Map of the Town of Riverhead to provide for the Agriculture A Zoning Use District to the exclusion of the existing Residential A and Recreational Zoning Use Districts upon real property located at Sound Avenue, Baiting Hollow; such real property more particularly described as Suffolk County Tax Map Numbers 0600-41-1-4.2 and 0600-41-1-10.5, and

WHEREAS. the change of zone petition was accompanied by a Supplemental Draft Environmental Impact Statement ("SDEIS") as prepared by Divney Tung Schwable, LLP (June 25, 2003) pursuant to 6NYCRR Part 617.9, and

WHEREAS, by resolution #830 of 2003 the Riverhead Town Board did accept the SDEIS of Traditional Links as satisfactory and complete with respect to scope, content and accuracy, and

WHEREAS, on the 6th day of August, 2003, the Riverhead Town Board as lead agency held a public hearing upon the subject SDEIS, and

WHEREAS, such public hearing was held open until August 21, 2003 for written commentary, and

WHEREAS, neither oral nor written commentary were received by the Lead Agency, now

THEREFORE, BE IT

RESOLVED, that since no commentary was made upon the SDEIS of Traditional Links, LLC as prepared by Divney Tung Swable, LLP and dated June 25, 2003, the Riverhead Town Board hereby accepts the document as the Supplemental Final Environmental Impact Statement, and

THE VOTE

Sanders ✓ Yes ___ No Blass ✓ Yes ___ No

Densieski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozaklewicz ___ Yes ✓ No

THE RESOLUTION WAS ___ WAS NOT ___

THEREUPON DULY ADOPTED

BE IT FURTHER

RESOLVED, that the Planning Department be directed to prepare those notices of acceptance as prescribed by 6NYCRR Part 617.2, and

BE IT FURTHER

RESOLVED, that a certified copy of this resolution be forwarded to the office of the Town Attorney, Frank Isler, Esq., the Riverhead Planning Department, Riverhead Planning Board and Shepard M. Scheinberg as attorney for the applicant.

RH/planning

SEPTEMBER 3, 2003

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 996

CORRECTS RESOLUTION No. 756 "AWARDS BID FOR ANNUAL ASPHALT CONTRACT"

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

WHEREAS, on May 20, 2003, the Riverhead Town Board did adopt resolution #756, entitled, "Awards Bid for Annual Asphalt Contract"; and

WHEREAS, two (2) corrections are needed for Item 110A and 110C.

NOW, THEREFORE, BE IT RESOLVED, that the corrections to Town Board Resolution No. 756 are as follows:

Item 110A – was inadvertently awarded to Corazzini Asphalt, Inc. and Rosemar Construction, Inc. in the amount of $60/Ton. Item 110A is awarded to Montecalvo Paving Corporation in the amount of $59/Ton and Alternate Bidders are Corazzini Asphalt, Inc. and Rosemar Construction, Inc. in the amount of $60/Ton.

Item 110C – was awarded to Montecalvo Paving Corporation in the amount of $44.99/Ton. The correct amount of Montecalvo Paving Corporation, Item 110C is $44.79/Ton.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Montecalvo Paving Corporation, P. O. Box 512, Speonk, NY 11972, Corazzini Asphalt, Inc., P. O. Box 1281,Cutchogue, NY 11935, Rosemar Construction, Inc., 56 Pine Street, East Moriches, NY 11940, Kenneth Testa, P.E., Mark Kwasna and the Office of Accounting.

THE VOTE

Sanders ✓ Yes ___ No Blass ✓ Yes ___ No

Densleski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozaklewicz ✓ Yes ___ No

THE RESOLUTION WAS ✓ WAS NOT ___ THEREUPON DULY ADOPTED

09/03/2003

Adopted

TOWN OF RIVERHEAD

ORDER ESTABLISHING LATERAL WATER MAIN
NF GOLF RESORTS
LATERAL WATER MAIN
RIVERHEAD WATER DISTRICT

Resolution #997

Councilman Densieski offered the following resolution which was seconded by Councilman Lull.

WHEREAS, petition has been filed by the owners of NF Golf Resorts located in Riverhead, for the installation of a lateral water main of the Riverhead Water District to serve Section 1 of their realty subdivision, and

WHEREAS, the subdivision comprises of our separate section located in the Northville vicinity, designated as Sections 1 through 6. Section 1 is a 62.6 acre parcel located at the northwesterly corner of Reeves Avenue and Doctors Path which is to be developed into a private community consisting of sixty (60) single family dwellings, and one clubhouse, wherein the proposed subdivision is already located within the existing No. 19C of the Riverhead Water District, and

WHEREAS, said plan provides for the installation of approximately 13,000 linear feet of 6 and 12 inch water main from Sound Avenue through the proposed development, along the south side of Reeves Avenue and the west side of Doctors Path, at a total cost of $527,000 with all the costs associated with this lateral shall be borne by the petitioner, and

WHEREAS, the petitioner will require to pay key money in the amount of $2,500 for each proposed dwelling unit for a total cost of $152,500, and

WHEREAS, a public hearing was held August 19, 2003, and all those wishing to be heard were heard,

NOW, THEREFORE BE IT

RESOLVED, that the Town Board of the Town of Riverhead, as governing body of the Riverhead Water District, approves lateral water main of NF Golf Resorts subject to the following conditions:

1. The applicant has posted a bond or secured a letter of credit issued by a commercial banking institution, doing business in the Town of Riverhead, in the form satisfactory to counsel to the Water District in the amount of $152,500 which is equal to $2,500 key money for each dwelling unit within the proposed subdivision. Said $2,500 to be paid upon the earlier of the happening of two events: (a) an application for a certificate of occupancy; (b) two years from the date thereof;

2. The applicant has posted a bond or secured letter of credit issued by a commercial banking institution, doing business in the Town of Riverhead, in the form of satisfactory to counsel to the Water District, in the amount of $527,000;

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

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

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

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

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densleski ✓ Yes ___ No ___ Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED
as amended

1858

Adopted

9/3/03

TOWN OF RIVERHEAD

ORDER ESTABLISHING LATERAL WATER MAIN
AQUEBOGUE GOLF RESORTS
LATERAL WATER MAIN
RIVERHEAD WATER DISTRICT

RESOLTUION #998
Adopted_____

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

WHEREAS, petition has been filed by the owners of Aquebogue Golf Resorts located in Riverhead, for the installation of a lateral water main of the Riverhead Water District to serve their realty subdivision, and

WHEREAS, said plan provides for the installation of approximately 6,800 linear feet of 6, 8 & 12 inch water main from Pennys Road, along the north side of Sound Avenue and through the proposed development in ordre to service their subdivision at a total cost of $333,000, with all costs associated with this lateral shall be borne by the petitioner, and

WHEREAS, the petitioner will be required to pay key money in the amount of $2,500 for each proposed dwelling unit for a total cost of $200,000, and

WHEREAS, a public hearing was held August 19, 2003, and all those wishing to be heard were heard,

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Riverhead, as governing body of the Riverhead Water District, approves lateral water main of Aquebogue Golf Resorts subject to the following conditions:

1. The applicant has posted a bond or secured a letter of credit issued by a commercial banking institution, doing business in the Town of Riverhead, in the form satisfactory to counsel to the Water District in the amount of $200,000 which is equal to $2,500 key money for each dwelling unit within the proposed subdivision. Said $2,500 to be paid upon the earlier of the happening of two events: (a) an application for a certificate of occupancy; (b) two years from the date hereof;

2. The applicant has posted a bond or secured a letter of credit issued by a commercial banking institution, doing

business in the Town of Riverhead, in the form satisfactory to counsel to the Water District, in the amount of $333,000;

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

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

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

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

THE VOTE

Sanders ✓ Yes ___ No Blass ✓ Yes ___ No

Densleski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozakiewicz ✓ Yes ___ No

THE RESOLUTION WAS ✓ WAS NOT ___

THEREUPON DULY ADOPTED

1860

9/3/03

Adopted

AUTHORIZES TOWN CLERK TO ADVERTISE FOR BIDS
RIVERHEAD WATER DISTRICT
EXTENSION 56B, SUNKEN POND ESTATES, SECTION 3

RESOLUTION #999

Adopted_____

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

RESOLVED, that the Town Clerk be and is authorized to publish in the September 11, 2003, edition of The Long Island Traveller Watchman and post the attached Notice to Bidders with regard to receiving bids for Extension No. 56B of the Riverhead Water District, and be it further

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

THIS RESOLUTION PREPARED BY FRANK A. ISLER FOR RIVERHEAD WATER DISTRICT

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ✓ Yes ___ No ___ Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

H2M GROUP
NOTICE TO BIDDERS

The Town Board of Riverhead will receive bids for the following contract:

Installation of Water Mains and Appurtenances

Project No.: RDWD 01-57, Ext. No. 56B - Sunken Pond Estates, Section 3

for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until **11:00 AM**, prevailing time, on **Thursday September 25, 2003**, at which time and place all bids will be publicly opened and read.

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

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

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

Copies of the contract documents may be obtained at the above locations *on or after September 11, 2003* upon deposit of Fifty Dollars ($50.00) in cash, certified check, bank money order or postal money order, made payable to the TOWN OF RIVERHEAD for each set furnished.

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

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

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

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

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD WATER DISTRICT

BARBARA GRATTAN, TOWN CLERK

DATED: September 11, 2003

SEPTEMBER 3rd, 2003

Adopted

TOWN OF RIVERHEAD

Resolution # 1000

AWARDS BID FOR PAINT

COUNCILMAN DENSIESKI offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for PAINT for the Town of Riverhead and;

WHEREAS,1 bid was received and opened 28th day of August, 2003 at 11:00 am at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT

RESOLVED, that the bid for PAINT be and hereby is, awarded to Willis Paint for the prices on the attached sheet;;

RESOLVED, the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to WILLIS PAINT and the Purchasing Department.

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

The Resolution Was [X] Was Not [ ]
Thereupon Duly Declared Adopted

ITEM	DESCRIPTION	PRICE
	PAINT PRODUCTS	
1	ONE COAT SELF PRIMING HOUSE PAINT - ASST. COLORS-BM 103	18.40
2	OIL BASE HOUSE PAINT EXTERIOR - ASST. COLORS-BM 110	22.00
3	EXTERIOR TRIM LATEX ENAMEL - ASST. COLORS-BM096	19.88
4	ALKYD GLOSS SASH & TRIM ENAMEL - ASST. COLORS=BM 110	22.00
5	ROYAL ONE COAT CEILING WHITE-BM 258	11.00
6	ROYAL ONE COAT INTERIOR LATEX – ASST. COLORS- BM 215	14.30
7	ROYAL LATEX SEMI-GLOSS – ASST. COLORS- BM 333	17.75
8	ROYAL ALKYD SEMI-GLOSS – ASST. COLORS- BM-207	19.70
9	INTERIOR VINYL LATEX – FLAT- BM 275	9.25
10	INTERIOR VINLY LATEX – GLOSS- BM 276	12.00
11	EXTERIOR VINYL LATEX – FLAT- BM-171	11.00
12	EXTERIOR VINYL LATEX – SEMI-GLOSS- BM -170	13.90
13	EXTERIOR VINYL LATEX – GLOSS- BM M 28	17.50
14	MASONRY ENAMEL – GLOSS- BM M22	18.50
15	PORCH & DECK ENAMEL- BM 112	20.20
16	EXTERIOR WOOD STAIN OLYMPIC	17.50
17	WOOD PRESERVATIVE/WATERPROOFING, THOMPSON WOOD PROTECTOR	16.50
18	FIELD MARKING PAINT, LLATEX (5 GAL. CONTAINER)	4.50
19	AUTOMOTIVE PAINT (OMAHA ORANGE)	N/B
	RUSTOLEUM PRODUCTS	
20	SPRAY – ASST. COLORS (SPECIFY OZ./ CAN 11.5) 5 STAR	3.65
21	RUSTY METAL PRIMER RUST X	19.95
22	NEW METAL PRIMER	19.95
23	RUSTOLEUM – ASST. COLORS	19.95
	WOOD PRESERVATIVE PRODUCTS	
24	C-W-F CLEAR	15.00
25	THOMPSON'S WATER SEAL – CLEAR	12.35
26	WOOD PRESERVATIVE/STAIN (EXTERIOR), WOODLIFE PRESERVATIVE	10.00
27	THOMPSON WATER SEAL – SOLID COLORS	N/B
28	THOMPSON WATER SEAL – SEMI-GLOSS	N/B
29	MINWAX WOOD PRESERVATIVE/STAIN INTERIOR, (ASST. COLORS), 200 SERIES	15.00
30	MINWAX INTERIOR GLOSS POLYURETHANE	20.70
31	MINWAX INTERIOR SATIN POLYURETHANE	20.70
32	MINWAX EXTERIOR GLOSS POLYURETHANE	23.00
33	MINWAX EXTERIOR SATIN POLYURETHANE	23.00
34	VARATHANE GLOSS WATER BASE	32.00
35	VARATHANE SATIN WATER BASE	32.00
36	VARATHANE GLOSS OIL BASE	25.70
37	VARATHANE SATIN OIL BASE	25.70

1864

Adopted

9/3/03

TOWN OF RIVERHEAD

Resolution # 1001

APPOINTS A P/T GUARD
TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILWOMAN SANDERS offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

RESOLVED, that Frank Villanell is hereby appointed to serve as a p/t Guard, effective, September 3, 2003 to and including December 31, 2003 to be paid at the rate of $10.5850 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.

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

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ✓ Yes ___ No Lull ✓ Yes ___ No
Kozaklewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

[1] Rec. Doris: Res p/t GUARD

Adopted

9/19/03

TOWN OF RIVERHEAD

Resolution # 1002

APPOINTS P/T RECREATION AIDES FOR THE PURPOSE OF BEING BASKETBALL LEADERS FOR THE RECREATION DEPARTMENT

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN LULL

RESOLVED, that the Town Board appoints the attached list of P/T Recreation Aides for the purpose of being Basketball Leaders to the Recreation Department effective September 9, 2003 to and including December 31, 2003, and to serve at the pleasure of the Town Board and

BE IT FURTHER, RESOLVED, that the Town Board hereby authorize the Town clerk to forward this resolution to the Recreation Department and the Office of Accounting.
[1]

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ✓ Yes ___ No Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

[1] Rec. Doris: Res Blanket basketball 03

RECREATION DEPARTMENT APPOINTMENTS
8/19/03 TOWN BOARD MEETING

Last	First	Title	Start Date	End Date	Salary	*Special Note
Bell	Shaniece	P/T Recreation Aide	09/09/03	12/31/03	$7.50	1
Dinkelmeyer	John	P/T Recreation Aide	09/09/03	12/31/03	$7.50	1
Janecek	Carol	P/T Recreation Aide	09/09/03	12/31/03	$7.50	1
Marengo	James	P/T Recreation Aide	09/09/03	12/31/03	$7.50	1
Monahan	Jerimiah	P/T Recreation Aide	09/09/03	12/31/03	$7.50	1
Rourke	Jessica	P/T Recreation Aide	09/09/03	12/31/03	$7.50	1
Stephenson	Kyle	P/T Recreation Aide	09/09/03	12/31/03	$7.50	1

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

Adopted

9/ 02/03

TOWN OF RIVERHEAD

Resolution # 1003

APPOINTS A RECREATION SPECIALIST TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILWOMAN SANDERS offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

RESOLVED, that Theresa Curry is hereby appointed to serve as a Recreation Specialist with the working title of an Arts & Craft Instructor, effective September 3, 2003, to and including December 31, 2003, to be paid at the rate of $12.50 per hour, and to serve at the pleasure of the Town Board; and

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

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

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

1

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ✓ Yes ___ No Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

[1] Resolution Rec Specialist Theresa Curry

Adopted

9/ 02/03

TOWN OF RIVERHEAD

Resolution # 1004

APPOINTS A RECREATION SPECIALIST TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

RESOLVED, that Tracy Oak is hereby appointed to serve as a Recreation Specialist with the working title of an Arts & Craft Instructor, effective September 3, 2003, to and including December 31, 2003, to be paid at the rate of $12.50 per hour, and to serve at the pleasure of the Town Board; and

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

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

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

[1]

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densleski ✓ Yes ___ No Lull ✓ Yes ___ No
Kozakiewicz ✓ Yes ___ No
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

[1] Resolution Rec Specialist Tracy Oak

September 3, 2003

1869 Adopted

TOWN OF RIVERHEAD

AUTHORIZATION TO DISCARD FIXED ASSETS

RESOLUTION # 1005

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

WHEREAS, the annual physical inventory has been completed and the following items were found to be either broken, salvaged for parts or discarded by the department; and

WHEREAS, it has been determined that these items have little to no residual value.

NOW, THEREFORE BE IT RESOLVED that the Town Board hereby authorizes the following assets to be junked and removed from the Town's inventory record.

Tag #	Description	Tag #	Description
4474	Ferno stair chair	20324	Ferno stair chair
7526	Lateral head start	1970	Metal flashlight
7525	Physio ECG modulator	21102	Polaroid spectra camera
21270	Lateral head start	10787	Folding metal chair
10784	Folding metal chair	21341	Folding metal chair
21337	Folding metal chair	21335	Folding metal chair
6655	Folding metal chair	21338	Folding metal chair
21444	Folding metal chair	10789	Folding metal chair
21104	Polaroid camera	24539	Sharp ux-465l paper fax
6650	Folding metal chair	21334	Folding metal chair
21339	Folding metal chair	21546	Seal clear laminator
21194	Lateral compact suction	21394	At&t push button phone
5252	Orange folding cot	21336	Folding metal chair
22875	Gateway E-series CPU	464	2 drawer metal cabinet
92	4 drawer metal cabinet	9299	Unisys keyboard
1054	Brown hi back swivel chair	22303	Battery charger
430	Fan	7851	Motorola speaker
750	Motorola base station	22314	2 drawer file cabinet
1516	Brown Vinyl chair w/arms	22248	Mouse intellimouse
22487	Hon gray 2 drawer cabinet	24828	Gateway keyboard
7042	Brown chair w/arms	8672	Cabinet Beige
20920	2 line phone w/intercom	444	Blue chair w/arms
4513	Brown vinyl chair	7041	Brown chair
7271	Motorola charger	7273	Hand held radio
7274	Hand held radio	7673	Desk gray 6 drawer
2725	4 drawer file cabinet	22590	Gateway e-series mouse
24008	Southwest bell phone	24011	Brown desk
21651	Wooden chair	21652	Wooden chair

Tag #	Description	Tag #	Description
21653	Wooden chair	21654	Wooden chair
21934	Polaroid camera	G1201010	Lubricating oil pump
1803	Air grease dispenser	2066	Oil dolly truck model 750
23256	Mobile radio	23265	Motorola radio
23786	Maxtrack radio	25696	Motorola radio
3028	Motorola radio	5366	Mac tools battery charger
7192	GE air conditioner	7591	Midland radio
7602	Midland radio	7604	Midland radio
8623	Blue cushioned chair	21583	275 gallon tank diesel fuel
23157	Casio calculator	1307	Blue vinyl chair
1328	Brown side chair	1674	Brown side chair
263	Red side chair	2898	Brown side chair
3272	Tripod – Sony	474	Metal chair w/vinyl back
1118150	Trek Bike	23157	Casio calculator
2500	Kandall air tank	3151	Oil storage tank
3628	Solar battery charger	8148	Impact hammer
10981	Small white freezer	21	Red swing units
22800	Pool table 9'	92000578	Adjustable BBQ green
92000579	Adjustable BBQ grill	20987	Gray steel card cabinet
2167	Gray folder file	2233	Shelf
6364	2 portable soccer goals	706	Gray sliding door cabinet
5960	Black file cabinet	21573	Motorola radio
7693	Red fire extinguisher	1303	Blue vinyl chair
1374	Folding table	1910	Vinyl chair wooden arms
1122993	Trek Bike	20225	Eureka power line vacuum
21716	Odometer for Trek	21715	Odometer for Trek
210	Orange vinyl conf. chair	211	Orange vinyl conf. chair
234	Orange vinyl conf. chair	236	Orange vinyl conf. chair
238	Orange vinyl conf. chair	24507	Motorola portable radio
24542	Motorola portable radio	3113	Two door gray cabinet
442	Brown vinyl chair	6367	Fan
7668	Dishwasher – Habart	7819	Hand truck
7820	Desk	7831	PA system
8686	6 drawer desk	RABUS234	Pager
TU2384	Pager	20553	Fax machine muratic
20582	Heavy duty battery charger	21590	Red roto power pump
24000	Portable hp pump	24581	28 ft. ext. ladder
3339	Flow recorder	4045	Green hand sprayer
4453	Protector gas/O2 protector	6741	O2 meter 2 accuphast
751	O2 Monitor	774	Water demineralizer
817	Leaf blower	93000038	110 heater
94000434	Chlorine feed	94000440	Vacuum regulator
94000484	Commercial dehumidifier	20583	Swivel stool black
20584	Swivel stool black	22005	Drill
10919	Charcoal gray chair	10922	Heavy duty shredder
1027	Beige 4 drawer cabinet	1106	Beige/brown tying table
1515	Blue chair w/arms	1753	Brown swivel chair
5885	Adler adding machine	5887	Adler adding machine
67	Secretary chair	1506	Blue vinyl chair
22241	Swivel chair	22242	Swivel chair
7847	Town seal stamp	7848	Town seal stamp
4298	Panasonic typewriter	101	Lateral map cabinet
103	Lateral map cabinet	2911	K&E transit case

Tag #	Description	Tag #	Description
7742	Tool set attaché case	7932	Purple chair with arms
174	Metal cabinet glass doors	175	Metal cabinet glass doors
176	Metal cabinet glass doors	177	Storage cabinet

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

9/3/03

Adopted

TOWN OF RIVERHEAD

Resolution # 1006

ADOPTS A LOCAL LAW TO AMEND CHAPTER 58 ENTITLED, "DOGS" OF THE RIVERHEAD TOWN CODE

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILWOMAN BLASS:

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 58, entitled "Dogs" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 19th day of August, 2003 at 7:10 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the local law amending Chapter 58 entitled, "Dogs" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached notice of adoption once in the Traveler-Watchman 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 Louis Coronesi, Animal Control Officer; Councilman James Lull; and the Town Attorney's Office.

THE VOTE

Sanders Yes ___ No Blass Yes ___ No

Densieski Yes ___ No Lull Yes ___ No

Kozakiewicz Yes ___ No

THE RESOLUTION WAS ___ WAS NOT ___

THEREUPON DULY ADOPTED

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TOWN OF RIVERHEAD
NOTICE OF ADOPTION

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 58 entitled "Dogs" of the Riverhead Town Code at its regular meeting held on September 3, 2003 as follows:

Chapter 58
DOGS

§ 58-4.1. Voluntary surrender of an identified dog.

The owner or authorized agent of the owner of a dog licensed by the Town of Riverhead may voluntarily surrender such dog to the Town of Riverhead Dog Control Officer upon the payment of a surrender fee of $25 ~~$15~~ and the execution of a written consent in which the owner shall forfeit all title to such dog. Such dog may be offered for adoption immediately by the Dog Control Officer or euthanized at the discretion of the Dog Control Officer.

Dated: Riverhead, New York
September 3, 2003

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

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

September 3, 2003

Adopted

TOWN OF RIVERHEAD

PAL BUDGET ADJUSTMENT

RESOLUTION # 1007

COUNCILWOMAN BLASS offered the following resolution ,

which was seconded by COUNCILMAN DENSIESKI

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

		FROM:	
004.092705.421046	IN-TOWN SOCCER REGISTRATION FEES	$3,950.00	
			TO:
004.073102.542400	**IN-TOWN SOCCER, UNIFORMS**		**$3,500.00**
004.073102.542323	**IN-TOWN SOCCER, SUPPLIES**		**$ 450.00**
004.000000.499999	APPROPRIATED FUND BALANCE	$410.00	
004.073103.542400	**TRAVEL SOCCER, UNIFORMS**		**$140.00**
004.073103.542323	**TRAVEL SOCCER, SUPPLIES**		**$270.00**
004.092705.421049	FOOTBALL REGISTRATION	$ 500.00	
004.031200.543613	**FOOTBALL, REFEREE EXPENSE**		**$ 500.00**

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

1875

Adopted

September 3, 2003

TOWN OF RIVERHEAD

NORTH COUNTRY ROAD ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1008

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:

		FROM:
406.051100.541301.45052	ROAD PAVING EXP.	$20,000.

		TO:
406.095731.494200.45052	**SERIAL BOND PROCEEDS**	**$20,000.**

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

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1876

Adopted

September 3, 2003

TOWN OF RIVERHEAD

SOUND ROAD ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1009

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:

		FROM:
406.051100.541301.45051	ROAD PAVING EXP.	$15,000.

		TO:
406.095731.494200.45051	**SERIAL BOND PROCEEDS**	**$15,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

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Adopted

September 3, 2003

TOWN OF RIVERHEAD

RILEY AVENUE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1010

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:

		FROM:
406.051100.541301.45050	ROAD PAVING EXP.	$20,000.

		TO:
406.095731.494200.45050	**SERIAL BOND PROCEEDS**	**$20,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

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September 3, 2003

1878 Adopted

TOWN OF RIVERHEAD

TUTHILL LANE, NO. & SO. APOLLO DRIVE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1011

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:

		FROM:
406.051100.541301.45047	ROAD PAVING EXP	$20,000.

		TO:
406.095731.494200.45047	**SERIAL BOND PROCEEDS**	**$20,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

1879

Adopted

September 3, 2003

TOWN OF RIVERHEAD

MANOR LANE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1012

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:

		FROM:
406.051100.541301.45046	ROAD PAVING EXP	$52,000.

		TO:
406.095731.494200.45046	**SERIAL BOND PROCEEDS**	**$52,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

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September 3, 2003

Adopted

TOWN OF RIVERHEAD

YOUNGS AVENUE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1013

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:

		FROM:
406.051100.541301.45059	ROAD PAVING EXP.	$37,000.

		TO:
406.095731.494200.45059	**ERIAL BOND PROCEEDS**	**$37,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

Adopted

September 3, 2003

TOWN OF RIVERHEAD

OSBORNE AVENUE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1014

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:

		FROM:
406.051100.541301.45058	ROAD PAVING EXP	$23,000.

		TO:
406.095731.494200.45058	**SERIAL BOND PROCEEDS**	**$23,000.**

THE VOTE

Sanders X Yes ☐ No Blass X Yes ☐ No

Densieski X Yes ☐ No Lull X Yes ☐ No

Kozakiewicz X Yes ☐ No

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September 3, 2003

Adopted

TOWN OF RIVERHEAD

OSTRANDER AVENUE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1015

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:

		FROM:
406.051100.541301.45055	ROAD PAVING EXP	$11,000.

		TO:
406.095731.494200.45055	**SERIAL BOND PROCEEDS**	**$11,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

1883
Adopted

September 3, 2003

TOWN OF RIVERHEAD

MILL ROAD ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1016

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:

		FROM:
406.051100.541301.45054	ROAD PAVING EXP	$22,000.

		TO:
406.095731.494200.45054	**SERIAL BOND PROCEEDS**	**$22,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

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1884

Adopted

September 3, 2003

TOWN OF RIVERHEAD

ZIEMACKI LANE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1017

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:

		FROM:
406.051100.541301.45053	ROAD PAVING EXP	$1,400.00

		TO:
406.095731.494200.45053	**SERIAL BOND PROCEEDS**	**$1,400.00**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

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Adopted

1885

September 3, 2003

TOWN OF RIVERHEAD

REEVES PARK ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1018

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:

		FROM:
406.095731.494200.45060	SERIAL BOND PROCEEDS	$30,000.

		TO:
406.051100.541301.45060	**ROAD PAVING EXPENSE**	**$30,000.**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

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September 3, 2003

Adopted

TOWN OF RIVERHEAD

ROANOKE AVENUE ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # 1019

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:

		FROM:
406.051100.541301.45062	ROAD PAVING EXP	$26,000.

		TO:
406.095731.494200.45062	**SERIAL BOND PROCEEDS**	**$26,000.**

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

September 3, 2003

Adopted

TOWN OF RIVERHEAD

CORWIN STREET ROAD IMPROVEMENT

BUDGET ADJUSTMENT

RESOLUTION # ~~1020~~

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:

		FROM:
406.051100.541301.45061	ROAD PAVING EXP	$7,000.

		TO:
406.095731.494200.45061	**SERIAL BOND PROCEEDS**	**$7,000.**

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

1888

Adopted

September 3, 2003

TOWN OF RIVERHEAD

SOUND AVENUE (between Route 105 & Herricks Lane) ROAD IMPROVEMENT

BUDGET ADOPTION

RESOLUTION # 1021

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:

		FROM:
406.095731.494200.45072	SERIAL BOND PROCEEDS	$360,000.

		TO:
406.051100.541301.45072	**ROAD PAVING EXPENSE**	**$360,000.**

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

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1889

Adopted

September 3, 2003

TOWN OF RIVERHEAD

RIVER ROAD GUARD RAIL IMPROVEMENT PROJECT

BUDGET ADOPTION

RESOLUTION # 1022

COUNCILWOMAN BLASS 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:

		FROM:
406.051100.487451.45073	TRANSFER FROM CHIPS	$15,000.

		TO:
406.051100.523031.45073	**GUARD RAIL IMPROVEMENT**	**$15,000.**

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

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EPTEMBER 3, 2003

Adopted

TOWN OF RIVERHEAD

STOTZKY PARK SKATEBOARD COMPLEX

CAPITAL PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 1023

COUNCILMAN LULL offered the following resolution ,

which was seconded by COUNCILWOMAN SANDERS

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

		FROM:
406.095031.481900.70048	PARK & REC FUND	$23,000.
406.095731.494200.70048	**SERIAL BOND PROCEEDS**	**TO: $23,000**

THE VOTE

Sanders ☒ Yes ☐ No Blass ☒ Yes ☐ No

Densieski ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

'EPTEMBER 3, 2003

Adopted

TOWN OF RIVERHEAD

MID ROAD PROPERTIES EXT #70 II

CAPITAL PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 1024

COUNCILWOMAN SANDERS offered the following resolution ,

which was seconded by COUNCILMAN DENSIESKI

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

		FROM:
406.092705.421050.30068	DEVELOPERS FEES	$160,000.
		TO:
406.083200.523002.30068	CONSTRUCTION	$133,500
406.083200.543501.30068	ENGINEERING	20,000
406.083200.547900.30068	CONTRACTING	6,500

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

Adopted

EPTEMBER 3, 2003

TOWN OF RIVERHEAD

Y2K IRON PIER BEACH IMPROVEMENT

CAPITAL PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 1025

COUNCILMAN DENSIESKI offered the following resolution ,

which was seconded by COUNCILWOMAN BLASS

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

		FROM:
406.095031.481900.70050	PARK & REC FEES	$24,000.
		TO:
406.095710.494200.70050	**SERIAL BOND PROCEEDS**	**$24,000**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

SEPTEMBER 3, 2003

Adopted

TOWN OF RIVERHEAD

HOWARD NICHOLS WATER EXT.

CAPITAL PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 1026

COUNCILWOMAN BLASS 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:

		FROM:
406.092705.421050.60081	DEVELOPERS FEES	$3,000.
406.083200.543501.60081	**ENGINEERING EXP.**	**TO: $3,000**

THE VOTE

Sanders [X] Yes [ ] No Blass [X] Yes [ ] No

Densieski [X] Yes [ ] No Lull [X] Yes [ ] No

Kozakiewicz [X] Yes [ ] No

09/03/03

1894

Adopted

TOWN OF RIVERHEAD

Resolution # 1027

ADOPTS A LOCAL LAW AMENDING CHAPTER 47 ENTITLED, "BAYS AND CREEKS" OF THE RIVERHEAD TOWN CODE

COUNCILMAN LULL offered the following resolution, was seconded by

COUNCILMAN DENSIESKI:

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law to amend Chapter 47 entitled, "Bays and Creeks" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 1st day of July, 2003 at 7:05 p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 47 entitled, "Bays and Creeks", of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Planning Department; the Planning Board; the Zoning Board of Appeals; the Building Department; the Code Revision Committee and the Town Attorney's Office.

Councilman Densieski offered the resolution to be tabled, which was seconded by Councilwoman Sanders. The VOTE: Sanders,no,Blass,no,Densieski,yes,Lull,no,Kozakiewicz,yes.
The resolution was declared not to be TABLED.

Councilman Lull offered the resolution for adoption, which was seconded by Councilwoman Blass.
The VOTE: Sanders,yes,Blass,yes,Densieski,no,
Lull,yes,Kozakiewicz,abstain.
The resolution was declared to be duly adopted.

THE VOTE
Sanders ✓ Yes ___ No Blass ✓ Yes ___ No
Densieski ___ Yes ✓ No Lull ✓ Yes ___ No
Kozakiewicz ___ Yes ___ No abstain
THE RESOLUTION WAS ✓ WAS NOT ___
THEREUPON DULY ADOPTED

Y:\Dawn\code revision\bays and creeks notice of adoption.doc

TOWN OF RIVERHEAD
NOTICE OF ADOPTION

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law repealing and replacing Chapter 47 entitled, "Bays and Creeks" of the Riverhead Town Code at a regular Town Board meeting held on September 3, 2003 as follows:

LOCAL LAW NO. OF 2003

A LOCAL LAW amending Chapter 47 of the Code of the Town of Riverhead entitled: "Bays and Creeks"

BE IT ENACTED by the Town Board of the Town of Riverhead as follows:

CHAPTER 47: BAYS AND CREEKS

§ 47-21. Docks, basins and ramps.

A. No dock, basin or ramp owned, controlled or operated by the Conservation Advisory Council shall be used by persons other than residents of the Town of Riverhead.

B. No person shall place any obstructions or place, pile or store any nets, boxes, bait cars or fishing equipment or gear whatsoever upon any dock, wharf or pier or highway owned, controlled or operated by the Conservation Advisory Council.

A. It shall be the policy of the Town of Riverhead that all moorings, docks and appurtenant structures shall be designed, constructed, and located so as to reduce potential adverse impacts to natural resources and habitats, navigation, public safety, waterway congestion, and access to public lands and water.

B. The standards for a residential dock shall be as follows:

1. In no case shall the length of the dock exceed one hundred fifty (150) feet in length or exceed fifteen percent (15%) of the width of the waterway, whichever meets the minimum three (3) foot low water depth;

2. Only one dock may be constructed on a residential lot that has a riparian right. A waiver to this provision may be granted where a single dock is proposed for the common use by a maximum of three (3) adjacent property owners;

3. A residential dock and associated mooring piles must be configured so that no more than three (3) vessel berths are created for each residential lot with riparian rights;

4. The dock and any appurtenant structure, or any vessel tied to the dock, may not be located within or impinge upon that area located within ten (10) feet of the seaward extension of any property line;

5. The width of a catwalk or dock may not exceed four (4) feet and must be elevated a minimum of four feet above the mean high water mark and a minimum of four feet above grade when traversing any tidal or freshwater wetlands as identified by the Wetland Inventory Maps for the Town of Riverhead or those freshwater or tidal wetlands identified on maps prepared for the New York State Department of Environmental Conservation;

6. The width of any single float may not exceed six (6) feet in width nor twenty (20) feet in length and shall be secured or installed in such a manner that the float shall not rest on the bottom of the water body at any time during the tidal cycle.

C. The standards for commercial docks shall be as follows:

1. In no case shall the dock length, excluding that portion landward of the apparent mean high water mark, be in excess of one hundred fifty (150) feet nor exceed thirty percent (30%) of the width of the waterway, whichever is less;

2. The width of a catwalk or dock may not exceed eight (8) feet and must be elevated a minimum of four (4) feet above grade when traversing any tidal or freshwater wetlands;

3. The width of any single float may not exceed eight (8) feet in width and shall be secured or installed in such a manner that the float shall not rest on the bottom of the water body at any time during the tidal cycle;

4. All commercial docking facilities which provide fuel to vessels must also provide pump-out facilities for vessel sanitary waste;

5. A permit for the commercial operation of docking facilities must be applied for on an annual basis. The fee for this permit shall be ten dollars ($10) per berth, with a minimum fee for this permit of fifty dollars ($50) and a maximum fee of two hundred dollars ($200).

6. A certificate of insurance indicating a minimum liability coverage of one million dollars ($1,000,000) must be placed on file with the Town each year of operation.

D. Safety requirements for private and commercial docks.

1. All electrical installation must comply with the National Electric Code (NEC) and must be inspected and approved by a representative of the Town of Riverhead building department;

2. An appropriate fire extinguisher must be permanently afixed to the dock during the boating season and located within seventy five (75) feet of any boat;

3. The storage of fuel on a dock is prohibited;

4. A permit issued by the fire marshal or by the bay constable is required for the purpose of mobile fueling of a vessel. This permit shall specify the date and the time when the fueling is to be scheduled.

E. No boat mooring or dock shall be located within the lines of any navigation channel, be located within fifty (50) feet of any channel marker or so as to interfere with the full use of such channel, nor shall any mooring or dock be located within one hundred (100) feet of any municipal dock.

F. The disturbance of natural vegetation and topography during construction activities shall be minimized to the greatest degree possible. To this end, project-limiting fencing, siltation mesh, straw bales or similar devices for controlling land disturbances and retarding erosion and siltation shall be required during construction and during any clearing or grading of land preparatory associated with construction activities.

G. No permit from the Conservation Advisory Council which is required for projects or activities in tidal waters shall allow the use of wood which has been treated with commercial copper quat (ACQ), pentachlorophenol, or creosote. Wood treated with copper chromated arsenate (CCA) may be used for pilings. All planking and framing must be constructed of material alternative to CCA treated wood.

H. Dock floatation billets must be constructed of durable and acceptable material.

I. The Town shall have the right to seek removal of any dock or mooring which has been constructed or placed without a permit or is in violation of the standards and/or restrictions set forth in this section.

J. In considering the issue of a permit by the Conservation Advisory Council, the following impacts shall be weighed:

1. the effects upon safe navigation;

2. the potential for interference with public use of waterways for swimming, boating, fishing, shellfishing, waterskiing, and the like;

3. the potential for interference with transit by the public along the beaches or foreshore;

4. whether or not the structure will significantly impair the use or value of waterfront property adjacent or near to the dock;

5. the potential for degradation of surface water quality;

6. the potential for destruction of beds of eel grass (Zostera marina) or shellfish;

7. the potential for unduly restricting tidal flow or water circulation; and

8. the possibility of despoiling views from public parklands or roadways.

K. Any dock which received a DEC permit prior to the filing of the Local Law amending this Chapter shall be grandfathered from the provisions herein.

- strikethrough represents deletions
- underline represents additions

1900

Adopted

September 3, 2003

TOWN OF RIVERHEAD

Resolution # 1028

APPROVES SPECIAL PERMIT PETITION OF EAST END WIRELESS, INC. NEXTEL OF NEW YORK, INC. d/b/a NEXTEL COMMUNICATIONS AND NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS AND T-MOBILE USA d/b/a OMNIPOINT COMMUNICATIONS– TELECOMMUNICATIONS MONOPOLE AND TWO SHEDS AT CHERRY CREEK

COUNCILMAN LULL offered the following resolution which

was seconded by COUNCILMAN DENSIESKI

WHEREAS, the Town Board of the Town of Riverhead is in receipt of a special permit petition from East End Wireless Inc., Nextel of New York, Inc., d/b/a Nextel Communications and New York SMSA Limited Partnership d/b/a Verizon Wireless and T-Mobile USA d/b/a Omnipoint Communications pursuant to Section 108-3 and Article XXXXI of the Riverhead Town Code to allow the construction of a 150 foot monopole with 12 public utility wireless telecommunications antennas and a 12' x 20' equipment sheds within a 50' x 50' fenced compound to be located on a 167 acre parcel zoned Agriculture A; such property more particularly described as Suffolk County Tax Map Number 0600-18-2-1.3, and

WHEREAS, the Riverhead Town Board by resolution #1146 of 2001 declared themselves lead agency, and

WHEREAS, the Riverhead Town Board has referred the petition to the Riverhead Planning Board for its report and recommendation, and

WHEREAS, a public hearing was held by the Riverhead Town Board, and

WHEREAS, the Riverhead 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 the Planning Board, the commentary made at the relevant public hearing, as well as all other pertinent planning, zoning and environmental information, now

THEREFORE, BE IT

RESOLVED, that in the matter of the special permit petition of East End Wireless, Inc. et al the Riverhead Town Board hereby determines the action to be Unlisted pursuant to

6NYCRR Part 617 and further determines the action not to have significant adverse impacts upon either the natural or social environment and that an environmental impact statement need not be prepared, and

BE IT FURTHER

RESOLVED, that in the matter of the special permit petition of East End Wireless, Inc. et al the Riverhead Town Board hereby makes the following findings:

1. That the premises is located within the Agriculture A Zoning Use District;
2. That wireless communication towers are a specially permitted use within the applicable zoning use districts;
3. That a purpose of the wireless communications ordinance (Article XXXXI) is to reduce the proliferation of communication towers through the co-location of antennas and appropriate tower heights;
4. That the testimony of the applicant before this Board indicated that the need for the construction of the proposed tower and antenna is to fill an existing service gap within the general vicinity;
5. That such testimony concluded that the construction of the proposed tower and antenna would not result in the filling of all current gaps of service within the Town of Riverhead;
6. That the proposed monopole would result in the co-location of antennas, and

BE IT FURTHER

RESOLVED, that based upon its findings, the Riverhead Town Board hereby grants the special permit petition of East End Wireless, Inc. et al to allow the construction of a telecommunications monopole and two sheds upon real property located at Reeves Avenue, Riverhead subject to the location of the monopole and sheds being located southerly of the proposed location and within a 500 foot radius of the clubhouse at Cherry Creek, and

BE IT FURTHER

RESOLVED, that no building permit shall be issued for such monopole prior to site plan application and the approval thereof by the Riverhead Town Board, and

BE IT FURTHER

RESOLVED, that copies of this resolution be forwarded to the Town Attorney, Building Department, Riverhead Planning Department, Riverhead Planning Board and East End Wireless, Inc. et al or their agent.

RH/planning

THE VOTE

Sanders ✓ Yes ___ No Blass ___ Yes ✓ No

Densieski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozakiewicz ✓ Yes ___ No

THE RE... X ...NOT ___

THEREU... ...ED

1902

Adopted

09/03/03

TOWN OF RIVERHEAD

Resolution # 1029

APPROVES APPLICATION OF HALLOCKVILLE MUSEUM

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

WHEREAS, The Hallockville Museum has submitted an application for the purpose of conducting a wedding to be located on the Hallockville Museum property at Sound Avenue, Jamesport, New York; 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 Hallockville Museum to conduct a wedding and related events at the Hallockville Museum, Sound Avenue, Jamesport, New York, to be held on September 12, 2003, between noon and 10:00 p.m.; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 209, for the purpose of arranging the "pre-event" inspection appointment; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Hallockville Museum, 6038 Sound Avenue, Riverhead, 11947; the Riverhead Fire Marshal and Chief Hegermiller, Riverhead Police Department.

THE VOTE

Sanders ✓ Yes ___ No Blass ✓ Yes ___ No

Densleski ✓ Yes ___ No Lull ✓ Yes ___ No

Kozaklewicz ✓ Yes ___ No

THE RESOLUTION WAS ✓ WAS NOT ___

THEREUPON DULY ADOPTED

Z:\Laura\chap90\ChurchHarvest.res.doc

RESOLUTION # 1030 ABSTRACT #33-03 AUGUST 21, 2003 (TB 09/03/03)

Councilman Lull offered the following Resolution which was seconded by Councilman Densieski

FUND NAME		CD - 08/18/03	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	$ 6,500,000.00	$ 946,741.99	$ 7,446,741.99
POLICE ATHLETIC LEAGUE	004	$ 16,000.00	$ 684.22	$ 16,684.22
TEEN CENTER	005	$ 14,000.00	$ 188.04	$ 14,188.04
RECREATION PROGRAM	006	$ 90,000.00	$ 36,080.62	$ 126,080.62
SR NUTRITION SITE COUNCIL	007	$ -	$ -	$ -
D.A.R.E. PROGRAM FUND	008	$ 1,500.00	$ -	$ 1,500.00
CHILD CARE CENTER BUILDING FUND	009	$ -	$ 52.84	$ 52.84
AG-FEST COMMITTEE FUND	021	$ -	$ -	$ -
HUMAN SERVICES FUND	022	$ -	$ -	$ -
R.I.F.T.A	023	$ 27,500.00	$ 443.68	$ 27,943.68
TOWN BD SPECIAL PROGRAM FND	024	$ 240,000.00	$ -	$ 240,000.00
YOUTH COURT SCHOLARSHIP FUND	025	$ -	$ -	$ -
SRS DAYCARE BUILDING FUND	027	$ -	$ 1,978.27	$ 1,978.27
COMMUNITY P.E.T.S. SHELTER	028	$ 10,000.00	$ 217.21	$ 10,217.21
ANIMAL SPAY & NEUTERING FUND	029	$ -	$ -	$ -
EDZ FUND	030	$ -	$ 5,095.55	$ 5,095.55
HIGHWAY	111	$ 725,000.00	$ 78,573.56	$ 803,573.56
WATER	112	$ 1,700,000.00	$ 67,516.16	$ 1,767,516.16
REPAIR & MAINTENANCE	113	$ 265,000.00	$ 1,300.00	$ 266,300.00
RIVERHEAD SEWER DISTRICT	114	$ 1,775,000.00	$ 36,715.83	$ 1,811,715.83
REFUSE & GARBAGE COLLECTION	115	$ 900,000.00	$ 198,888.92	$ 1,098,888.92
STREET LIGHTING	116	$ 440,000.00	$ 12,283.25	$ 452,283.25
PUBLIC PARKING	117	$ 90,000.00	$ 4,853.25	$ 94,853.25
BUSINESS IMPROVEMENT DISTRICT	118	$ 12,000.00	$ 754.57	$ 12,754.57
TOR URBAN DEV CORP TRUST ACCT	119	$ -	$ -	$ -
AMBULANCE DISTRICT	120	$ 300,000.00	$ 823.20	$ 300,823.20
CALVERTON SEWER DISTRICT	124	$ 95,000.00	$ 1,051.97	$ 96,051.97
RIVERHEAD SCAV WASTE DISTRICT	128	$ 565,000.00	$ 20,013.01	$ 585,013.01
WORKER'S COMPENSATION FUND	173	$ 1,025,000.00	$ 7,443.30	$ 1,032,443.30
ISK RETENTION FUND	175	$ 700,000.00	$ -	$ 700,000.00
UNEMPLOYMENT INSURANCE FUND	176	$ 95,000.00	$ -	$ 95,000.00
MAIN STREET REHAB PROGRAM	177	$ -	$ -	$ -
REVOLVING LOAN PROGRAM	178	$ -	$ -	$ -
RESIDENTIAL REHAB	179	$ -	$ -	$ -
DISCRETIONARY/SMALL CITIES	180	$ -	$ -	$ -
CDBG CONSORTIUM ACCOUNT	181	$ -	$ 132,981.00	$ -
URBAN DEVEL CORP WORKING	182	$ -	$ -	$ -
RESTORE	184	$ -	$ -	$ -
PUBLIC PARKING DEBT	381	$ -	$ 3,811.60	$ 3,811.60
SEWER DISTRICT DEBT	382	$ 85,000.00	$ -	$ 85,000.00
WATER DEBT	383	$ 855,000.00	$ 82,964.96	$ 937,964.96
GENERAL FUND DEBT SERVICE	384	$ 12,325,000.00	$ 26,567.48	$ 12,351,567.48
SCAVENGER WASTE DEBT	385	$ 7,500.00	$ 4,580.96	$ 12,080.96
TOWN HALL CAPITAL PROJECTS	406	$ -	$ 287,883.12	$ 287,883.12
EIGHT HUNDRED SERIES	408	$ -	$ -	$ -
WATER IMPROVEMENT CAP PROJ	409	$ -	$ -	$ -
NUTRITION CAPITAL IMPS	441	$ -	$ -	$ -
CHIPS	451	$ -	$ -	$ -
YOUTH SERVICES	452	$ -	$ 2,833.64	$ 2,833.64
SENIORS HELPING SENIORS	453	$ -	$ 2,697.79	$ 2,697.79
EISEP	454	$ -	$ 407.62	$ 407.62
SCAVENGER WASTE CAP PROJ	470	$ -	$ -	$ -
MUNICIPAL FUEL FUND	625	$ 340,000.00	$ 4,207.63	$ 344,207.63
MUNICIPAL GARAGE	626	$ 110,000.00	$ 30,023.24	$ 140,023.24
TRUST & AGENCY	735	$ -	$ 891,087.34	$ 891,087.34
SPECIAL TRUST	736	$ 710,000.00	$ 96,175.00	$ 806,175.00
COMMUNITY PRESERVATION FUND	737	$ 25,000.00	$ -	$ 25,000.00
CDA-CALVERTON	914	$ 25,000.00	$ 1,947.04	$ 26,947.04
OMMUNITY DEVELOPMENT AGENCY	915	$ -	$ -	$ -
OINT SCAVENGER WASTE	918	$ -	$ -	$ -
CENTRAL CLEARING ACCOUNT	999	$ -	$ -	$ -
TOTALS		$ 30,068,500.00	$ 2,989,867.86	$ 33,058,367.86
				$ -

THE VOTE
Sanders Yes
Densieski Yes
Blass Yes
Lull Yes
No
Kozakiewicz Yes
No
THE RESOLUTION WAS NOT THEREUPON ADOPTED

02.ABSTRACT.SJB

RESOLUTION # 1030 ABSTRACT #35-03 SEPTEMBER 02, 2003 (TB 09/03/03)

Councilman Hulse offered the following Resolution which was seconded by Councilman Densieski

FUND NAME		CD - NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	$ -	$ -	$ -
POLICE ATHLETIC LEAGUE	004	$ -	$ -	$ -
TEEN CENTER	005	$ -	$ -	$ -
RECREATION PROGRAM	006	$ -	$ -	$ -
SR NUTRITION SITE COUNCIL	007	$ -	$ -	$ -
D.A.R.E. PROGRAM FUND	008	$ -	$ -	$ -
CHILD CARE CENTER BUILDING FUND	009	$ -	$ -	$ -
AG-FEST COMMITTEE FUND	021	$ -	$ -	$ -
HUMAN SERVICES FUND	022	$ -	$ -	$ -
R.I.F.T.A	023	$ -	$ -	$ -
TOWN BD SPECIAL PROGRAM FND	024	$ -	$ -	$ -
YOUTH COURT SCHOLARSHIP FUND	025	$ -	$ -	$ -
SRS DAYCARE BUILDING FUND	027	$ -	$ -	$ -
COMMUNITY P.E.T.S. SHELTER	028	$ -	$ -	$ -
ANIMAL SPAY & NEUTERING FUND	029	$ -	$ -	$ -
EDZ FUND	030	$ -	$ -	$ -
HIGHWAY	111	$ -	$ -	$ -
WATER	112	$ -	$ -	$ -
REPAIR & MAINTENANCE	113	$ -	$ -	$ -
RIVERHEAD SEWER DISTRICT	114	$ -	$ -	$ -
REFUSE & GARBAGE COLLECTION	115	$ -	$ -	$ -
STREET LIGHTING	116	$ -	$ -	$ -
PUBLIC PARKING	117	$ -	$ -	$ -
BUSINESS IMPROVEMENT DISTRICT	118	$ -	$ -	$ -
TOR URBAN DEV CORP TRUST ACCT	119	$ -	$ -	$ -
AMBULANCE DISTRICT	120	$ -	$ -	$ -
CALVERTON SEWER DISTRICT	124	$ -	$ -	$ -
RIVERHEAD SCAV WASTE DISTRICT	128	$ -	$ -	$ -
WORKER'S COMPENSATION FUND	173	$ -	$ -	$ -
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	$ -	$ -	$ -
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	385	$ -	$ -	$ -
TOWN HALL CAPITAL PROJECTS	406	$ -	$ 852,744.85	$ 852,744.85
EIGHT HUNDRED SERIES	408	$ -	$ -	$ -
WATER IMPROVEMENT CAP PROJ	409	$ -	$ -	$ -
NUTRITION CAPITAL IMPS	441	$ -	$ -	$ -
CHIPS	451	$ -	$ -	$ -
YOUTH SERVICES	452	$ -	$ -	$ -
SENIORS HELPING SENIORS	453	$ -	$ -	$ -
EISEP	454	$ -	$ -	$ -
SCAVENGER WASTE CAP PROJ	470	$ -	$ -	$ -
MUNICIPAL FUEL FUND	625	$ -	$ -	$ -
MUNICIPAL GARAGE	626	$ -	$ -	$ -
TRUST & AGENCY	735	$ -	$ -	$ -
SPECIAL TRUST	736	$ -	$ -	$ -
COMMUNITY PRESERVATION FUND	737	$ -	$ -	$ -
CDA-CALVERTON	914	$ -	$ -	$ -
COMMUNITY DEVELOPMENT AGENCY	915	$ -	$ -	$ -
JOINT SCAVENGER WASTE	918	$ -	$ -	$ -
CENTRAL CLEARING ACCOUNT	999	$ -	$ -	$ -
TOTALS		$ -	$ 852,744.85	$ 852,744.85
				$ -

RESOLUTION # 1230 ABSTRACT #34-03 AUGUST 28, 2003 (TB 09/03/03)

Councilman Lull offered the following Resolution which was seconded by Councilman Densieske

FUND NAME		CD - 08/27/03	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	$ 4,300,000.00	$ 132,480.42	$ 4,432,480.42
POLICE ATHLETIC LEAGUE	004	$ 21,000.00	$ 1,620.00	$ 22,620.00
TEEN CENTER	005	$ 5,000.00	$ -	$ 5,000.00
RECREATION PROGRAM	006	$ 34,000.00	$ 1,516.25	$ 35,516.25
SR NUTRITION SITE COUNCIL	007	$ 2,500.00	$ 975.00	$ 3,475.00
D.A.R.E. PROGRAM FUND	008	$ 2,000.00	$ -	$ 2,000.00
CHILD CARE CENTER BUILDING FUND	009	$ 62,000.00	$ -	$ 62,000.00
AG-FEST COMMITTEE FUND	021	$ -	$ 1,280.00	$ 1,280.00
HUMAN SERVICES FUND	022	$ -	$ -	$ -
R.I.F.T.A	023	$ -	$ -	$ -
TOWN BD SPECIAL PROGRAM FND	024	$ -	$ 21,174.00	$ 21,174.00
YOUTH COURT SCHOLARSHIP FUND	025	$ 1,500.00	$ -	$ 1,500.00
SRS DAYCARE BUILDING FUND	027	$ -	$ -	$ -
COMMUNITY P.E.T.S. SHELTER	028	$ 10,000.00	$ -	$ 10,000.00
ANIMAL SPAY & NEUTERING FUND	029	$ -	$ -	$ -
EDZ FUND	030	$ -	$ -	$ -
HIGHWAY	111	$ 540,000.00	$ 8,388.90	$ 548,388.90
WATER	112	$ -	$ 4,858.68	$ 4,858.68
REPAIR & MAINTENANCE	113	$ 1,410,000.00	$ -	$ 1,410,000.00
RIVERHEAD SEWER DISTRICT	114	$ 800,000.00	$ 41,516.97	$ 841,516.97
REFUSE & GARBAGE COLLECTION	115	$ 35,000.00	$ 3,079.04	$ 38,079.04
STREET LIGHTING	116	$ 165,000.00	$ 2,528.10	$ 167,528.10
PUBLIC PARKING	117	$ 75,000.00	$ 13,874.93	$ 88,874.93
BUSINESS IMPROVEMENT DISTRICT	118	$ 8,000.00	$ 1,000.00	$ 9,000.00
TOR URBAN DEV CORP TRUST ACCT	119	$ -	$ -	$ -
AMBULANCE DISTRICT	120	$ 95,000.00	$ 218.00	$ 95,218.00
CALVERTON SEWER DISTRICT	124	$ 210,000.00	$ 1,701.30	$ 211,701.30
RIVERHEAD SCAV WASTE DISTRICT	128	$ 8,000.00	$ 9,252.79	$ 17,252.79
WORKER'S COMPENSATION FUND	173	$ 1,350,000.00	$ 15,316.31	$ 1,365,316.31
RISK RETENTION FUND	175	$ 450,000.00	$ 2,732.78	$ 452,732.78
UNEMPLOYMENT INSURANCE FUND	176	$ 12,000.00	$ -	$ 12,000.00
MAIN STREET REHAB PROGRAM	177	$ -	$ -	$ -
REVOLVING LOAN PROGRAM	178	$ -	$ -	$ -
RESIDENTIAL REHAB	179	$ -	$ -	$ -
DISCRETIONARY/SMALL CITIES	180	$ -	$ -	$ -
CDBG CONSORTIUM ACCOUNT	181	$ -	$ -	$ -
URBAN DEVEL CORP WORKING	182	$ -	$ -	$ -
RESTORE	184	$ -	$ -	$ -
PUBLIC PARKING DEBT	381	$ 27,000.00	$ -	$ 27,000.00
SEWER DISTRICT DEBT	382	$ 1,026,000.00	$ -	$ 1,026,000.00
WATER DEBT	383	$ 20,000.00	$ -	$ 20,000.00
GENERAL FUND DEBT SERVICE	384	$ 3,310,000.00	$ -	$ 3,310,000.00
SCAVENGER WASTE DEBT	385	$ 245,000.00	$ -	$ 245,000.00
TOWN HALL CAPITAL PROJECTS	406	$ 95,000.00	$ 258,574.25	$ 353,574.25
EIGHT HUNDRED SERIES	408	$ -	$ -	$ -
WATER IMPROVEMENT CAP PROJ	409	$ -	$ -	$ -
NUTRITION CAPITAL IMPS	441	$ -	$ -	$ -
CHIPS	451	$ -	$ -	$ -
YOUTH SERVICES	452	$ -	$ 80.64	$ 80.64
SENIORS HELPING SENIORS	453	$ -	$ -	$ -
EISEP	454	$ -	$ -	$ -
SCAVENGER WASTE CAP PROJ	470	$ -	$ -	$ -
MUNICIPAL FUEL FUND	625	$ 90,000.00	$ 6,381.76	$ 96,381.76
MUNICIPAL GARAGE	626	$ -	$ 13,821.20	$ 13,821.20
TRUST & AGENCY	735	$ -	$ 25,111.28	$ 25,111.28
SPECIAL TRUST	736	$ 610,000.00	$ 96,175.00	$ 706,175.00
COMMUNITY PRESERVATION FUND	737	$ 15,000.00	$ 1,000,000.00	$ 1,015,000.00
CDA-CALVERTON	914	$ 1,750,000.00	$ 3,236.00	$ 1,753,236.00
COMMUNITY DEVELOPMENT AGENCY	915	$ -	$ 1,450.08	$ 1,450.08
JOINT SCAVENGER WASTE	918	$ -	$ -	$ -
CENTRAL CLEARING ACCOUNT	999	$ -	$ -	$ -
TOTALS		$ 16,784,000.00	$ 1,668,343.68	$ 18,452,343.68
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