

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

March 7th, 2006

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

**Barbara Blass, Councilwoman
John Dunleavy, Councilman**

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

ELECTED OFFICIALS

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

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

DEPARTMENT HEADS

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

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

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

- #2** Authorizes Supervisor (or his Designee) to Negotiate Terms of Agreement with Apollo Real Estate Advisors, L.P.

REGULAR TOWN BOARD MEETING:

- #184 Planning Department Budget Adoption
- #185 2005 Recreation Cap Improvements Budget Adjustments
- #186 '03 Peconic Riverfront Park Impr. Cap Project Budget Adjustment
- #187 Economic Development Revolving Loan Program Budget Adjustment
- #188 Adopts a Local Law Amending Chapter 52 Entitled, "Building Construction" of the Riverhead Town Code (52-10)
- #189 Adopts a Local Law Amending Chapter 108 Entitled, "Zoning" of the Riverhead Town Code (Destination Retail (DRC) Zoning Use District- Accessory Uses)
- #190 Authorizes Town Clerk to Post and Publish Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment to Chapter 45 Entitled, "Alarm Systems" of the Riverhead Town Code
- #191 Authorizes Town Clerk to Post and Publish Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment to Chapter 64 Entitled, "Fire Prevention" of the Riverhead Town Code
- #192 Ratifies the Appointment of an Intern to the Police Department (N. Lech)

- #203 Authorizes Publication of Display Ad RE: Attendance at Suffolk County Police Academy
- #204 Authorizes the Town Clerk to Publish and Post a Help Wanted Ad for Auto Mechanic
- #205 Approves Site Plan of Peconic Plaza, Inc.
- #206 Approves Site Plan of 37 East Main Street
- #207 Classifies Action and Declares Lead Agency on Change of Zone for Ruth S. Worm and refers Petition to the Planning Board
- #208 Authorizes the Release of Four Bonds of Sound Housing, LLC (Phase III)
- #209 Authorizes the Reduction of Performance Bond of Sunken Pond Estates, Inc.
- #210 Authorizes the Renaming of a Town Road in Wading River to "Hill Street East"
- #211 Approves Sign Permit of Designer Discount Formal Wear
- #212 Authorizes Supervisor to Execute Agreement with Riverhead Business Improvement District Management Association, Inc.
- #213 Authorizes Supervisor to Execute Agreement
- #214 Authorizes Supervisor to Execute Letter of Agreement with Peconic Chapter of the American Institute of Architects
- #215 Grants Excavation Permits to Suffolk Cement Products, Inc.
- #216 Authorizes the Supervisor to Execute a License Agreement with Peconic Baykeeper, Inc.

3/7/06

Town of Riverhead
Community Development Agency
Resolution # 2

Adopted

AUTHORIZES SUPERVISOR (OR HIS DESIGNEE) TO NEGOTIATE TERMS
OF AGREEMENT WITH APOLLO REAL ESTATE ADVISORS, L.P.

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

WHEREAS, the Town of Riverhead Community Development Agency (CDA) authorized the issuance of a Request for Expressions of Interest (RFIQ) in June, 2005 for redevelopment projects in the downtown Riverhead business district, specifically the area designated as the East Main Street Urban Renewal Area; and

WHEREAS, the Town did receive responses in July, 2005 and upon review and presentation did authorize the issuance of a Request for Proposals (RFP) in October, 2005 to the Parr Organization, Riverhead Revitalization, LLC (Kulka), and Apollo Real Estate Advisors, L.P. for return on January 10, 2006; and

WHEREAS, the Town and public heard presentations on February 6, 2006 from each of the development groups and the Town Board has evaluated the proposals made based upon the following criteria: financial and development capabilities, adaptability, private investment control over key properties, specificity and phasing, greatest potential for initial economic impact, and support within the community; and

WHEREAS, the intent of the Town of Riverhead CDA in issuing the RFIQ and RFP was to identify a developer/team which best met the criteria established by the Board which included development and financial capability, experience, and the ability to undertake and complete the project successfully.

THEREFORE, BE IT RESOLVED, that the Community Development Agency Board has determined that while the proposals submitted by each team offer certain attributes to the Town, the Board has ascertained that the commencement of formal discussions with Apollo Real Estate Advisors, L.P. provides the best opportunity for the Town to achieve the desired redevelopment of the downtown area; and

BE IT FURTHER RESOLVED, that the CDA Board hereby authorizes the Chairman (or his designee) to commence negotiations with Apollo Estate Advisors, L.P. on a proposal for a planned development to revitalize downtown Riverhead and to report to the CDA Board within 60 days; and

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Mr. Ron Parr (The Parr Organization, 2150 Smithtown Ave., Suite One, Ronkonkoma, NY 11779-7366), Mr. Jack Kulka (Kulka Construction Corporation, 175F Commerce Dr., Hauppauge, NY 11788), Mr. Kevin Davis (Apollo Real Estate Advisors, L.P. 60 Columbus Circle, 20th Floor, New York, NY 10023), Dawn Thomas, Town Attorney and Andrea Lohneiss, CDA Director.

Dunbarry - yes
Bartunek - yes
Bluss - yes
Densieski - yes
Cardinale - Abstain

March 7th, 2006

Adopted

Town of Riverhead
Planning Department
Budget Adoption

Resolution # 184

COUNCILMAN DENSIESKI

_____ offered the following resolution,

which was seconded by **COUNCILMAN BARTUNEK** _____,

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

		FROM	TO
001.080200.542100.00000	Contractual	\$750.00	
001.080200.524000.00000	Equipment		\$750.00

THE VOTE

Dunleavy yes ___ no ___ Bartunek yes ___ no ___
 Blass yes ___ no ___ Densieski yes ___ no ___
 Cardinale yes ___ no ___

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

MARCH 7, 2006

Adopted

TOWN OF RIVERHEAD

2005 RECREATION CAP IMPROVEMENTS

BUDGET ADJUSTMENT

RESOLUTION # 185

COUNCILMAN BARTUNEK

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

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

		<u>FROM</u>	<u>TO</u>
406.095031.481900.70055	Transfer from Park & Rec	3,800	
406.071400.523032.70055	JCC Floor Replacement		3,800

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

Adopted

MARCH 7, 2006

TOWN OF RIVERHEAD

'03 PECONIC RIVERFRONT PARK IMPR CAP PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 186

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

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

		<u>FROM</u>	<u>TO</u>
406.071100.485100.40185	Transfer from CDBG	122,600	
406.071100.523018.40185	Construction Expense		122,600

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

MARCH 7, 2006

Adopted

TOWN OF RIVERHEAD

ECONOMIC DEVELOPMENT REVOLVING LOAN PROGRAM

BUDGET ADJUSTMENT

RESOLUTION # 187

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

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

		<u>FROM</u>	<u>TO</u>
178.000000.390599	Appropriated Fund Balance	10,000	
178.086840.597009	Economic Development Loan		10,000

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

3/7/06

Adopted

TOWN OF RIVERHEAD

Resolution # 188

ADOPTS A LOCAL LAW AMENDING CHAPTER 52 ENTITLED, "BUILDING CONSTRUCTION" OF THE RIVERHEAD TOWN CODE (52-10)

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 52 entitled, "Building Construction" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 22nd day of February, 2006 at 7:05 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 52 "Building Construction" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

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

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

THE VOTE

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

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

abstain

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 52 entitled, "Building Construction" of the Riverhead Town Code at its regular meeting held on March 7, 2006.

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

**Chapter 52
BUILDING CONSTRUCTION**

§ 52-10. Building permit fees.

C. For each building permit where the construction cost shall exceed \$1,000, an additional fee of \$12 per thousand dollars, or fraction thereof, in addition to the minimum fee of \$100. The basis for computing construction costs shall be the square feet of the floor area of the proposed building in relation to the proposed use of said building and/or the cost thereof may be based on current Marshall Swift Valuation cost estimates using local regional multipliers and/or as follows:

- (3) Private garages, attached or detached: \$40 per square foot.
 - (a) ~~Agricultural buildings: farm buildings used for agricultural use, not as an accessory use to a residence: \$50 per square foot.~~
 - (b) ~~Plastic greenhouses: buildings used for agricultural use, not as an accessory use to a residence, \$30 per square foot.~~

- (D) Agricultural buildings
 - (1) Permanent greenhouses and farm buildings constructed solely for wholesale agricultural use and not as an accessory use to a residence: a flat fee of \$200.00 for any structures 2,000 square feet or less. For structures larger than 2,000 square feet .06 cents per square foot in addition to the flat fee.
 - (2) Any structure approved pursuant to this section which is subsequently utilized on a permanent basis for any non-agricultural use or retail shall be subject to pay, "nunc pro tunc", the standard building permit fees required for non-agricultural buildings. The owner of said structure shall be required to pay said fees within thirty days of receipt of written notice from the Building Department.
 - (3) All fees paid pursuant to this section are non refundable.

(E) Residential or commercial energy conservation devices

- (1) Residential or commercial energy conservation devices constructed or installed in or upon a structure which qualify for any federal, state or local tax exemption, tax credit or tax rebate, including, but not limited to, solar panels: a flat fee of \$150.00.
- (2) This section is to be applied retroactively as of July 1, 2005

(REMAINING PARAGRAPHS IN SECTION TO BE RENUMBERED ACCORDINGLY)

Dated: Riverhead, New York
March 7, 2006

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

BARBARA GRATTAN, Town Clerk

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

3/7/06

Adopted

TOWN OF RIVERHEAD

Resolution # 189

**ADOPTS A LOCAL LAW AMENDING CHAPTER 108 ENTITLED, "ZONING" OF
THE RIVERHEAD TOWN CODE
(DESTINATION RETAIL (DRC) ZONING USE DISTRICT**

COUNCILWOMAN BLASS offered the following resolution, was seconded by
COUNCILMAN BARTUNEK :

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 108 entitled, "Zoning" (Destination Retail (DRC) Zoning Use District – Accessory Uses) of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 22nd day of February, 2006 at 7:15 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

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

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached notice of adoption once in the News Review, the official 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 Riverhead Planning Board; the Riverhead Planning Department; the Architectural Review Board; Riverhead Zoning Board of Appeals; the Riverhead Building Department and the Office of the Town Attorney.

THE VOTE
Dunleavy yes ___ no Bartunek yes ___ no
Blass yes ___ no Denisieski yes ___ no
Cardinale ___ yes ___ no
THE RESOLUTION **WAS** ___ **WAS NOT**
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code at its regular meeting held on March 7, 2006.

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

**ARTICLE XLVI
Destination Retail Center (DRC) Zoning Use District**

§ 108-258. Uses.

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

A. Permitted uses:

(3) Car dealerships.

Dated: Riverhead, New York
March 7, 2006

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

BARBARA GRATTAN, Town Clerk

- Underline represents addition(s)

3/7/06

Adopted

TOWN OF RIVERHEAD

Resolution # 190

AUTHORIZES TOWN CLERK TO POST AND PUBLISH PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT TO CHAPTER 45 ENTITLED, "ALARM SYSTEMS" OF THE RIVERHEAD TOWN CODE

COUNCILMAN BARTUNEK

offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI :

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached public notice to consider a proposed local law to consider the amendment to Chapter 45 entitled, "Alarm Systems" of the Riverhead Town Code, once in the March 16, 2006 issue of News Review, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Police Department, Code Enforcement Department and the Town Attorney's Office.

THE VOTE

Dunleavy yes ___ no Bartunek yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 4th day of April, 2006 at 7:15 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 45 of the Riverhead Town Code entitled, "Alarm Systems" as follows:

**Chapter 45
ALARM SYSTEMS**

§ 45-3. Permit required.

- A. Any property owner or lessee of property in the Town of Riverhead having on his/her/its nonresidential premises a fire or police alarm device, or system of fire or police alarm devices, shall apply to the Town Clerk for a permit to own or otherwise operate such device on his/her/its premises. The applicant for a permit shall provide specifications relating to the device or system of devices installed or to be installed on the premises. No such device shall be operated or installed on the premises of the owner or lessee after the effective date of this chapter without first obtaining a permit under this chapter. No such device shall be modified after the effective date of this chapter without first having obtained an amended permit under this chapter. Such permit shall be valid for a period of one year from issuance and must be renewed upon expiration.

§ 45-6. Charges for false alarms.

- A. Any owner or lessee of nonresidential property having a fire or police alarm device or system of fire or police alarm devices on his or its premises on the effective date of this chapter shall pay to the Town a charge for each and every false emergency alarm to which the Fire or Police Department responds, in each calendar year, as follows:
- (1) First and second false emergency alarm each calendar year: no charge.
 - (2) Third and all subsequent false emergency alarm each calendar year: \$100 per occurrence.
- B. The Police Department shall maintain a record of all false alarms ~~and submit the same to the Town Clerk on a monthly basis. The Town Clerk~~ and shall then send an invoice for applicable emergency alarm charges to the alarm permit holder of record. Upon receipt of said invoice, the alarm permit holder shall remit a payment to the ~~Town Clerk~~ Police Department for the charges due. Failure to pay any such charges shall subject such owner, lessee or user to the penalty provisions of this chapter.

Dated: Riverhead, New York
March 7, 2006

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

BARBARA GRATTAN, Town Clerk

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

3/7/06

Adopted

TOWN OF RIVERHEAD

Resolution # 191

AUTHORIZES TOWN CLERK TO POST AND PUBLISH PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT TO CHAPTER 64 ENTITLED, "FIRE PREVENTION" OF THE RIVERHEAD TOWN CODE

COUNCILMAN DENSIESKI offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY:

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached public notice to consider a proposed local law to consider the amendment to Chapter 64 entitled, "Fire Prevention" of the Riverhead Town Code, once in the March 16, 2006 issue of News Review, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Police Department, Code Enforcement Department and the Town Attorney's Office.

THE VOTE

Dunleavy <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	Bartunek <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Blass <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	Densieski <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Cardinale <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 4th day of April, 2006 at 7:20 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 64 of the Riverhead Town Code entitled, "Taxation" as follows:

**Chapter 64
FIRE PREVENTION**

§ 64-9. Fire-prevention permit fees.

C. Installation and operational fire-prevention permit fees. The Town Board has determined fire prevention fees shall be as follows:

(1) Installation permit fees. **[Amended 4-19-2005 by L.L. No. 9-2005]**

(a) Installation of ~~fire detection/alarm systems~~ and water-based fire protection systems: \$150 for the first 25 devices and \$2 per device in excess thereof. A device shall include, but not be limited to, a ~~heat detector, a smoke detector, a pull station, a bell or other sounding device,~~ a speaker, a fire alarm control panel, a remote annunciator, a floor command station, an alarm and check valve, a deluge valve, an exhauster, an accelerator, a retard chamber or a Fire Department connection.

§ 64-13. Maintenance of equipment.

A. Operative condition required; audible alarms outside building; false alarms.

- (1) Any equipment which shall have been installed in accordance herewith shall be maintained in operative condition at all times. Normal maintenance or repair shall not require a fire-prevention permit.
- (2) All ~~fire alarm and~~ fire sprinkler systems shall have an operational audible alarm outside of the building to call attention to the fact that the system is in operation.
- (3) Any fire protection equipment, ~~fire alarm system~~ or fire sprinkler system that causes

more than two false fire alarm notifications within a three-month period shall be deemed an improperly maintained system and thereby a violation of this section of the Town of Riverhead Code, § 64-13A(1).

B. Tests, repairs, alterations or additions.

- (1) It shall be unlawful for any owner or occupant to reduce the effectiveness of any equipment installed pursuant hereto, except this shall not prohibit the owner or occupant from temporarily reducing or discontinuing the protection where necessary to make tests, repairs, alterations or additions.
- (2) When a fire-protection system will be inoperative for reasons of service, repair or other reason for more than four hours, the Fire Marshal and Fire Chief shall be notified before such tests, repairs or alterations are started.
- (3) The Fire Marshal may require an appropriate alternative method of fire protection and/or a twenty-four-hour fire watch until said permanent fire protection system is returned to normal operation.

C. Sprinkler systems, standpipe systems, ~~fire alarm systems~~ and other fire protective or extinguishing systems or appliances shall be tested each year, and a written report of such test shall be filed with the Fire Marshal or CEO within 10 days of such test.

Dated: Riverhead, New York
March 7, 2006

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

BARBARA GRATTAN, Town Clerk

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

March 7, 2006

Adopted

TOWN OF RIVERHEAD

Resolution # 192

RATIFIES THE APPOINTMENT OF AN INTERN TO THE POLICE DEPARTMENT

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

WHEREAS, Suffolk County Community College has requested the Riverhead Police Department to partner with them in an internship program; and,

WHEREAS, the Riverhead Police Department agrees to expose the students to the police profession as part of their education through a 90 hour training program.

NOW, THEREFORE, BE IT RESOLVED, effective February 22, 2006, the Town Board hereby ratifies the appointment of Nicholas Lech, a student at Suffolk County Community College, as an Intern for the Riverhead Police Department through completion of the program; and,

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

DUNLEAVY YES ___ NO BARTUNEK YES ___ NO

BLASS YES ___ NO DENSIESKI YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

MARCH 7, 2006

Adopted

TOWN OF RIVERHEAD

Resolution # 193

APPOINT CROSSING GUARD TO THE POLICE DEPARTMENT

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

WHEREAS, position for part time Crossing Guard exists in the Police Department; and

WHEREAS, pursuant to interviews, a recommendation has been made by the Chief of Police to appoint Brian Mooney to this part-time position.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby appoint Brian Mooney to the part-time position of Crossing Guard at an hourly rate of \$10.50 effective March 9, 2006; and

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

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

March 7, 2006

Adopted

TOWN OF RIVERHEAD

Resolution # 194

AUTHORIZES TINA LOSCHIAVO TO ACT AS SPECIAL PROSECUTOR FOR PROSECUTION OF VIOLATIONS THE CODE OF THE TOWN OF RIVERHEAD

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

NOW THEREFORE BE IT RESOLVED, that Tina LoSchiavo is hereby authorized to act as Special Assistant District Attorney for prosecution of violations of the Code of the Town of Riverhead ("Town Code"); and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the Town Attorney and the Suffolk County District Attorney.

THE VOTE

Dunleavy yes ___ no Bartunek yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

MARCH 7, 2006

Tabled

TOWN OF RIVERHEAD

AUTHORIZES 2006 CONTRACT FOR DEPUTY HIGHWAY SUPERINTENDENT

RESOLUTION # 195

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

WHEREAS, Ronald Caffrey has been appointed by the Highway Superintendent as his Deputy Highway Superintendent.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to sign the 2006 contract of Deputy Highway Superintendent Ronald Caffrey.

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

Agreement made and entered into this ____ day of March 2006, between THE TOWN OF RIVERHEAD, County of Suffolk, State of New York, hereinafter referred to as the "Town," and Ronald Caffrey, Deputy Highway Superintendent for the Town of Riverhead, New York, hereinafter referred to as "Caffrey."

WITNESSETH:

WHEREAS, the Town desires to provide Caffrey with written terms and conditions of employment in order to enhance administrative stability and continuity within the Town, which the Town believes generally improves the quality of its overall mission; and

WHEREAS, the Town and Caffrey believe that written terms and conditions of employment are necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the Town; and

WHEREAS, this Agreement supersedes all prior agreements between the parties; and

WHEREAS, this Agreement has been negotiated by the parties and said negotiations and agreements have been reduced in writing in this Agreement, which cannot be, in whole or in part, amended orally by the parties.

NOW THEREFORE, in exchange of the mutual covenants and considerations, it is agreed that the terms and conditions of employment of Caffrey in his position as Deputy Highway Superintendent, shall, effective January 1, 2006, be as follows:

ARTICLE I - DURATION

1. This Agreement shall be effective as of January 1, 2006 and shall continue in full force and effect until and including the 31st day of December 2006; provided, however, that pursuant to New York State Law, Caffrey serves at the pleasure of the Town's Highway Superintendent and Caffrey may therefore be terminated at any time for any reason at the sole discretion of the Highway Superintendent, in which event this Agreement and the parties' obligations and rights thereunder shall be terminated effective on the date of Caffrey's termination.

ARTICLE II - RECOGNITION

1. The Town recognizes Caffrey's right to bargain for the terms and conditions of his employment with the Town. Both parties acknowledge that this Agreement is personal to Caffrey and shall not inure to his successor. Such recognition is for the period of this Agreement or extensions hereof.

2. Caffrey affirms that he does not assert the right to strike against the Town, or to assist or participate in any such strike, picket, job action or any work slowdown.

3. The Town recognizes Caffrey's right to designate a representative to appear on his behalf to discuss salaries, working conditions, grievances and disputes relative to the terms and conditions of this Agreement and to confer with Caffrey during working hours. The representative's activities shall not disrupt the orderly and smooth operation of Town government.

ARTICLE III - HOURS OF WORK

1. Caffrey's minimum basic work week shall be 40 hours per week. There shall be no maximum number of hours of work per week. Caffrey shall not receive additional compensation for holiday pay. Caffrey is not entitled to earn, accrue, or be paid for overtime or compensatory time.

2. Caffrey shall be entitled to the same paid holidays as the employees under his supervision.

3. (a) Five (5) days personal leave will be granted.

(b) Personal leave may not be accumulated and must be used within the calendar year earned, except that unused personal days at the end of each year shall be converted to sick time and may be used as sick time, subject to all the rules and pertaining to sick time.

(c) Personal leave must be approved by the Town Supervisor. Caffrey must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which he had no prior knowledge, in which case Caffrey must notify the Supervisor or designee of such absence. Failure to notify the Supervisor or designee of his absence will result in loss of pay for the day's absence.

4. Funeral Leave. Caffrey shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at Caffrey's option, for the death of Caffrey's spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.

5. Jury Service. Caffrey will be paid his regular salary while performing jury service upon documentary proof being filed with the Supervisor. Caffrey shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by Caffrey.

6. Court Appearance. Caffrey's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Supervisor for the number of days necessary. Caffrey shall not lose any salary therefrom.

7. Parentage Leave. Caffrey shall receive a parentage leave as defined in the 2004-2007 CSEA contract, Article III, Section 5.

ARTICLE IV - VACATIONS

1. Caffrey shall be entitled to 30 working days' vacation (January 1 to December 31).
2. Caffrey, upon request, shall be paid his vacation pay prior to the vacation, providing he shall have given three (3) weeks' notice to the Supervisor.
3. Upon retirement or termination of service, except for cause, Caffrey shall be compensated, in cash, for any accumulated vacation.
4. With the written approval of the Supervisor, prior to December 31st, Caffrey may carry over any unused vacation days from one (1) year into the following year, but in no event shall Caffrey carry over more than sixty (60) vacation days from one year to the next.
5. Caffrey, at his option, shall be entitled to make an election to work the current year's allotted vacation time. Caffrey must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2002-2004 Superior Officers' Contract, Article IX, Section C.

ARTICLE V - SICK LEAVE

1. Sick leave is absence necessitated by Caffrey's illness or other physical disability. Sick leave will be accumulated at the rate of one and one-half (1 ½) days per month (eighteen (18) days per year), total accumulated sick leave of three hundred (300) days. After three hundred (300) days, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, Caffrey shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination Caffrey before his return to work.

2. Caffrey, or his/her legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of his accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days thereof.

3. Caffrey may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of ten (10) sick days. No buy-out shall be permitted unless at the time of election Caffrey has accumulated at least fifty (50) sick days. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If Caffrey "buys-out" sick leave, he shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days.

4. Caffrey, if he falls ill while on vacation, upon presentation of a medical certificate certifying he was confined to bed for more than five (5) working days during his vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

ARTICLE VI - SENIORITY

The parties agree that Caffrey shall be entitled to retreat back into an existing or to be created Highway Maintenance Crew Leader position in the event he is removed from his position as Deputy Highway Superintendent. In this event, he shall receive Department-wide seniority in the Highway Department based upon continuous service commencing on August 31, 1981.

ARTICLE VII - GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by Caffrey shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request Caffrey to submit any agreed statement of facts or his version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and shall advise Caffrey. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

Caffrey shall have the right at all times to representation of his choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, Caffrey shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances which are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

Caffrey may withdraw a grievance at any point in the grievance procedure.

ARTICLE VIII - PENSION AND LONGEVITY

Caffrey represents that he is a member of the New York State Employees Retirement System. As a Tier III employee, he is a participant in either the Article 14 or Article 15 Coordinated Retirement Plan.

Longevity payments shall be based on the present year's salary and the percentages shall be taken therefrom. Caffrey shall be paid longevity based on the following schedule:

- Four percent (4%) of base pay after ten (10) years of service.
- Six percent (6%) of base pay after fifteen (15) years of service.
- Seven percent (7%) of base pay after eighteen (18) years of service.

ARTICLE IX - HEALTH INSURANCE

1. The Town shall pay, on Caffrey's behalf, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town Health Insurance Program, which shall be at least equal to the January 1, 1991 NYS Empire Core Plan Plus Medical and Psychiatric Enhancements. These plans shall also provide that the Town pays for one hundred (100%) percent coverage for Caffrey if he retires from the Town and the Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for his family.

In the event that Caffrey's employment with the Town should terminate, he shall have the option, at his own expense, to participate in the Town Health Insurance Program.

2. The Town shall pay, on Caffrey's behalf, one hundred (100%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan.

3. The Town shall pay, on Caffrey's behalf, one hundred (100%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan.

4. The Town will insure Caffrey's life in accordance with the maximum death benefit provided by the Employees Retirement System for Tier III members.

5. The Town will offer a Universal Life Insurance policy, a disability insurance policy or participation in the New York State deferred compensation program. Caffrey may, at his option, choose the life insurance, the disability insurance or the deferred compensation program, or any combination thereof. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by Caffrey via a payroll deduction. The cost will be adjusted yearly based on the Consumer Price Index for New York and Northeastern New Jersey area for all Urban Consumers as produced by the U.S. Department of Labor, Bureau of Labor Statistics. The Base Year to be used will be 1989.

6. Caffrey, at his option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650 if Caffrey changes from family to no coverage; \$900 if Caffrey changes from family to individual coverage; \$750 if Caffrey changes from individual to no coverage. Also, at his option, Caffrey may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$230 if Caffrey changes from family to no coverage; \$150 if Caffrey changes from family to individual coverage; \$80 if Caffrey changes from individual to no coverage. Also, at his option, Caffrey may elect not to accept the optical coverage for a period of not less than one calendar year and receive a payment of twenty five dollars (\$25.00) during the first full pay period of each year the election is made. Caffrey must sign an application form each year and said application shall include an acknowledgment that he is covered under another plan.

ARTICLE X - MANAGEMENT RIGHTS

1. Caffrey recognizes that all of the functions, rights, powers, responsibilities and authority of the Town which the Town has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Town. Caffrey recognizes that the Town has the responsibility to manage the Town, direct its employees, determine the number of employees it will employ, has the right to hire, suspend, discharge,

discipline, promote, demote, or transfer its employees, subject, however, to the provisions of the Civil Service Law.

Caffrey agrees, in recognition of management's rights, not to request the Town to bargain with respect to the preceding paragraph during the term of this Agreement, except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment. Any violation of the Agreement is subject to the Grievance procedure.

2. Caffrey and the Town Board recognize that strikes and other forms of work stoppages by Civil Service employees are contrary to law and public policy. Caffrey and the Town Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the normal duties necessary to the operation of the Town.

Caffrey, therefore, agrees that he will not engage in a strike, work stoppage, job action or concerted refusal to perform work.

ARTICLE XI - GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend Caffrey in any action arising out of an assault on Caffrey on Town business, and the Town hereby agrees to defend, indemnify, and hold Caffrey harmless for any and all acts performed for the Town, its agents and employees, including but not limited to preparation, certification and sealing of plans prepared exclusively for the Town, its agents and employees, provided Caffrey was acting within the scope of his employment.

2. If Caffrey is injured or assaulted in the course of employment, he shall receive full salary until such time as his application for reinstatement to full duty status, or, in the event of permanent disability, his application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If Caffrey is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from his sick leave for such injury. If Caffrey receives a compensation check for lost time due to a compensable injury, he shall endorse his check over to the Town. The above shall apply if Caffrey was acting within the scope of his employment.

3. A leave of absence, without pay, may be granted to Caffrey in the discretion of the Town Board for a maximum of six (6) months, upon written application therefore and good cause shown.

4. If Caffrey is absent without leave or without due notification to the Supervisor, he shall suffer loss of pay for the days of such absence.
5. Caffrey shall receive a medical examination once a year and inoculations, when necessary, at the expense of the Town and by a physician selected by the Town.
6. Caffrey will be paid every two (2) weeks on Thursday of the latter week.
7. Upon request by Caffrey to examine his official employment personnel file, he may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by Caffrey, but he shall have an opportunity to read said material and make a written reply, which shall be inserted in his personnel folder.
8. Safety equipment shall be furnished by the Town Board to Caffrey at no cost to him.
9. The Town shall make available a safe and reliable vehicle to Caffrey for use on Town business. The Town Board, at its discretion, may determine that Caffrey has responsibilities on a twenty-four (24) hour basis that require that a vehicle be provided on that basis.
10. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for Caffrey.
11. The Town will provide a college and/or post-graduate incentive program for courses approved by the Town Board. The Town will reimburse Caffrey the tuition cost on a grade related basis. A grade of "A" will receive seventy five (75%) percent of the tuition cost. A grade of "B" will receive fifty (50%) percent of the tuition cost. A grade of "C" will receive twenty five (25%) percent of the tuition cost. Payment will only be made upon submission of voucher and proof of grade.

ARTICLE XII - WAGES

Caffrey shall receive the following annual salary:

Jan. 1, 2006 - \$67,600

Caffrey's salary in any year of any successor Agreement shall not be less than that set forth above.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Agreement the day and year stated above.
TOWN BOARD OF THE TOWN OF RIVERHEAD

BY: _____
PHIL CARDINALE, Town Supervisor

RONALD CAFFREY

3/7/06

Adopted

TOWN OF RIVERHEAD

Resolution # 196

APPROVES REQUEST FOR LEAVE OF ABSENCE

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

WHEREAS, Ronald Rakowitz, a Maintenance Mechanic II has requested a 3 month, non-paid leave of absence from the Street Lighting District and the Department Head has recommended approval.

NOW, THEREFORE, BE IT RESOLVED, that Ronald Rakowitz's request for a 3 month non-paid leave of absence from March 20, 2006 through May 22, 2006 is hereby approved subject to the following condition(s):

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

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

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

**THIS RESOLUTION ___ IS ___ IS NOT
DECLARED DULY ADOPTED**

3/7/06

Adopted

TOWN OF RIVERHEAD

Resolution # 197

**AUTHORIZES THE RETENTION OF THE LAW FIRM OF JASPAN SCHLESINGER
HOFFMAN LLP AS SPECIAL COUNSEL**

COUNCILMAN DUNLEAVY offered the following resolution, which was seconded by
COUNCILMAN BARTUNEK :

WHEREAS, the Town Board desires to retain the firm of Jaspan Schlesinger Hoffman, LLP to act as special counsel in connection with two Supreme Court matters.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Law Firm of Jaspan Schlesinger Hoffman LLP to act as legal counsel in connection with the aforementioned Supreme Court litigation at the rate of \$165.00 per hour; and be it further

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

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Law Firm of Jaspan Schlesinger Hoffman, LLP., 300 Garden City Plaza, Garden City, New York, 11530 ; the Office of the Supervisor; the Town Attorney's Office and the Office of Accounting.

THE VOTE

Dunleavy yes ___ no ___ Bartunek yes ___ no ___
Blass yes ___ no ___ Densieski ___ yes ___ no ___
Cardinale yes ___ no ___

abstain

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED



JASPAN SCHLESINGER HOFFMAN LLP
ATTORNEYS AT LAW

1946 - 2006

60

YEARS OF
EXCELLENCE

Laurel R. Kretzing
Partner
516-393-8258
lkretzing@jshllp.com

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Telephone 302.351.8000
Fax 302.351.8010

January 30, 2006

FIRST CLASS MAIL

Dawn Thomas, Esq.
Town Attorney
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

**Re: Agreement for Attorneys' Services
Jul-Bet Enterprises, LLC v. The Town Board of the Town of Riverhead and
Richard W. Hanley, Index No. 06-02071**

Dear Ms. Thomas:

This letter confirms the engagement of JASPAN SCHLESINGER HOFFMAN LLP (the "Firm"), by The Town of Riverhead (the "Client") for the performance of legal services.

1. Description of the Scope of Services to Be Performed. The Firm will provide the following legal services (the "Services") to Client: legal advice, consultation and representation with respect to Jul-Bet Enterprises, LLC v. The Town Board of the Town of Riverhead and Richard W. Hanley and such additional services as may be authorized by you from time to time.

It is understood that our services shall include telephone conferences, negotiations, research, preparation for and attendance at any conferences, depositions, hearings and trials regarding these matters.

2. Fees for Service. The Firm's fees for legal services performed by its various attorneys, law clerks, and paralegal assistants ("Fees") will be based principally on the amount of time devoted, multiplied by each individual's then current hourly billing rate. The hourly rate charged depends upon the attorney performing the work. Partners' hourly rate for this matter currently is \$165. Hourly rates for Associates working on this matter range from \$150 to \$165. The hourly rate for paralegals working on this matter range from \$95 to \$100. Hourly rates may be adjusted by the Firm from time to time and are generally adjusted as of January 1st of each calendar year.

3. Reimbursement of Expenses. The Client will reimburse the Firm for all out-of-pocket expenses ("Expenses") which the Firm incurs in the course of performing the Services such as photocopy, telecopier or express mail, secretarial overtime, process service fees and filings. The Firm

may also require that the client advance monies for expenses. The Firm sometimes request service providers to submit certain charges directly to clients, or will send invoices for certain charges directly to clients. In either case, the Client agrees to pay these charges by the due date established by the provider.

4. Billing Practices and Frequency. The Firm expects that its bills will be paid upon presentment. The Firm may send you bills or statements monthly, or more or less frequently in its discretion, for the Fees and Expenses with respect to each of the matters we are handling on your behalf.

5. Firm's Rights in Event of Non-Payment of Statements for Fees and Exchanges. Should payment of our statement not be promptly paid, the Firm shall have the right to terminate its Services and to withdraw from further representation of you with respect to any or all of the matters we are handling for you. If the Firm does so, it shall give you reasonable notice of its decision, shall assist you insofar as possible in locating successor counsel, and shall cooperate with you and with such counsel in transferring files and responsibility for your representation. If fees are not paid, the Firm reserves the right to assert retaining liens with respect to the files and/or charging liens with respect to any recovery.

6. Termination of Services. The Client may terminate the Firm's representation at any time and for any reason, but will pay fees earned and expenses incurred by the Firm before the effective date of termination. The Firm also has the right to terminate its representation of the Client, subject to its professional obligations and responsibilities.

7. Insurance Coverage. It may be possible that you have a policy of insurance which provides indemnification or a defense with regard to certain types of legal matters. If you have insurance coverage regarding a particular matter you should notify your carrier immediately. If you would like for us to review any insurance policy for possible coverage, you must promptly notify us and provide us with a copy of the entire policy for review.

8. Cooperation with Counsel. You agree to cooperate with the Firm so that we can perform the Services effectively. In particular, you agree to provide us with any relevant records or documents which we may request, to be available on reasonable notice for consultation, and appearances as maybe necessary, to keep us advised of any changes of address or extended absences so that we may communicate readily with you, to provide witnesses at depositions, hearings and trials and to otherwise to assist us as we may request.

9. Fee Disputes. Part 137 of the Rules of the Chief Administrator of the Courts provides a Fee Dispute Resolution Program for the informal and expeditious resolution of fee disputes in certain types of matters between attorneys and clients through arbitration and mediation.

In the event of a fee dispute between the Firm and the Client, whether or not the Firm has already received some or all of the fee in dispute, the Client may seek to resolve the dispute by arbitration pursuant to Part 137 unless the matter is one for which the program does not apply.

Generally, if there is a fee dispute between the Client and the Firm with respect to a fee which is between \$1,000 and \$50,000, and Client so desires, the fee dispute will be resolved through arbitration if initiated by the Client. Arbitration of fee disputes are permitted at the attorney's request if the Client agrees. The Firm's participation in arbitration is mandatory if requested by the Client in a matter for which the Fee Dispute Resolution Program applies.

10. Conflict of Interest. Legal conflicts of interest have become an increasingly difficult problem for law firms and their clients. Jaspan Schlesinger Hoffman LLP is a relatively large law firm, which represents a diverse group of clients. It is our ethical obligation to advise you in the event we become involved in an engagement which is directly adverse to you. Currently, we do not believe that a conflict exists which would preclude the Firm's representation of you in this matter. We will make every effort, however, to identify any conflict situations promptly should they arise and will establish appropriate mechanisms to safeguard your interests in that unlikely event.

However, conflicts of interest are at times extremely difficult to identify and can sometimes arise as a result of client activities or other developments of which we may be unaware. This is particularly true as law firms, as well as their clients, merge or consolidate. Therefore, we are undertaking this representation with the understanding that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to yours. We agree, however, that this agreement shall not apply in any instance where as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client, could be used in any such other matter by such client to your material disadvantage.

11. Means of Communication. This Firm utilizes facsimile transmissions, e-mail, cellular and other mobile communications devices. These methods of communication are not guaranteed to be secure. If you wish that a particular communication be conducted in a more secure format, you will give us prior notice and make appropriate arrangement.

12. Record Retainage. The Firm shall maintain its files in this matter for a period of thirty-six (36) months from the rendering of the last bill for fees in this matter. Unless the client requests delivery of its file prior to such time, the Firm may destroy the file and its contents.

13. Applicable Law. In the event of any dispute regarding this agreement or the Firm's representation of you in this matter, New York law will apply.

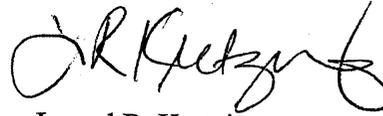
If you have any questions about the terms of our agreement as set forth in this letter, please call me to discuss them. You have the right to consult another attorney to advise you concerning your agreement with us, and we encourage you to do so if you think that would be helpful to you.

January 30, 2006

After you have reviewed this letter and satisfied yourself that you understand its provisions, please confirm your agreement to its terms by signing the enclosed copy of this letter at the place provided and returning it to me.

Thank you for the opportunity to represent you. We appreciate your confidence in selecting our Firm as counsel and look forward to working with you.

Very truly yours,



Laurel R. Kretzing

Dated: Garden City, New York
January 30, 2006

By:

Philip J. Cardinale
Town Supervisor

JASPAN SCHLESINGER HOFFMAN LLP

Attorneys at Law

300 Garden City Plaza

Garden City, New York 11530-3324

516 746-8000

FACSIMILE 516 393-8282

NOTICE OF OUR FIRM'S PRIVACY POLICIES

Client Privacy Is Our Concern: *Under federal and state law, we are prohibited from disclosing any confidential information which you reveal to us in the course of our relationship as attorneys and client, except in a few limited instances. We value our relationship with our clients and are dedicated to providing them with exceptional service. As part of our dedication to servicing your needs, we are committed to protecting the confidentiality of nonpublic personal information about our clients. We are now required by law to inform our clients of our policies regarding privacy of client information. This Privacy Notice will help you understand what type of information we collect and how it is used and what measures we take to protect that information. We have in the past and will continue always to protect your right to privacy.*

What Information We Collect And How We Collect It - We collect nonpublic personal information about you that may include the following:

- Address
- Telephone number
- Social Security number
- Income
- Employment
- Other personal information relevant to your legal representation, including preparing tax returns or planning your estate.

We collect such information primarily from the information we receive from you.

Disclosure - We do not disclose any nonpublic personal information about our clients or former clients to anyone, except as permitted or required by law, or as authorized or requested by the client. Such permitted disclosures include providing information in limited situations to unrelated third parties (such as

accountants or appraisers) who need to know that information to assist us in providing services to you. In all such situations, we stress the confidential nature of information being shared.

We do not share, trade, sell, exchange or in any other way disclose nonpublic personal information except as stated above.

How The Information Is Protected - We restrict access to nonpublic personal information about you to those employees who need to know that information with respect to all matters involving your legal representation, including preparation of tax returns, financial statements, or estate planning and administration. We maintain safeguards that comply with federal and state regulations to guard such information.

All employees are required to maintain the confidentiality of nonpublic personal information about our clients and to follow policies we established to secure such confidentiality.

About This Privacy Notice - The examples contained in this Privacy Notice are provided as illustrations and are not a comprehensive account of the rights of any party under applicable federal and state laws. The policies and protections set forth in this Privacy Notice will remain effective even after the attorney-client relationship is no longer in effect, to the extent we retain nonpublic personal information about you.

Please feel free to contact us for additional information.

D462730



Since 1946

JASPAN SCHLESINGER HOFFMAN LLP

ATTORNEYS AT LAW

MAUREEN T. LICCIONE
Partner
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mliccione@jshllp.com

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Fax 302-351-8010

December 30, 2005

Dawn Thomas, Esq.
Town Attorney
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

**Re: Agreement for Attorneys' Services
Town of Riverhead v. DEC**

Dear Dawn:

This letter confirms the engagement of JASPAN SCHLESINGER HOFFMAN LLP (the "Firm"), by the Town of Riverhead (the "Client") for the performance of legal services.

1. Description of the Scope of Services to Be Performed. The Firm will provide the following legal services (the "Services") to Client: legal advice, consultation and representation with respect to this litigation and such additional services as may be authorized by you from time to time.

It is understood that our services shall include telephone conferences, negotiations, research, preparation for and attendance at any conferences, depositions, hearings and trials regarding these matters.

2. Fees for Service. The Firm's fees for legal services performed by its various attorneys, law clerks, and paralegal assistants ("Fees") will be based principally on the amount of time devoted, multiplied by each individual's then current hourly billing rate. The hourly rate charged depends upon the attorney performing the work. Hourly rates for Partners and Associates working on this matter will be \$165. The hourly rate for paralegals working on this matter range from \$95 to \$100. Hourly rates may be adjusted by the Firm from time to time and are generally adjusted as of January 1st of each calendar year.

3. Reimbursement of Expenses. The Client will reimburse the Firm for all out-of-pocket expenses ("Expenses") which the Firm incurs in the course of performing the Services such as photocopy, telecopier or express mail, secretarial overtime, process service fees and filings. The Firm may also require that the client advance monies for expenses. The Firm sometimes request service providers to submit certain charges directly to clients, or will send

Page 2

Date: December 30, 2005

invoices for certain charges directly to clients. In either case, the Client agrees to pay these charges by the due date established by the provider.

4. Billing Practices and Frequency. The Firm expects that its bills will be paid upon presentment. The Firm may send you bills or statements monthly, or more or less frequently in its discretion, for the Fees and Expenses with respect to each of the matters we are handling on your behalf.

5. Firm's Rights in Event of Non-Payment of Statements for Fees and Exchanges. Should payment of our statement not be promptly paid, the Firm shall have the right to terminate its Services and to withdraw from further representation of you with respect to any or all of the matters we are handling for you. If the Firm does so, it shall give you reasonable notice of its decision, shall assist you insofar as possible in locating successor counsel, and shall cooperate with you and with such counsel in transferring files and responsibility for your representation. If fees are not paid, the Firm reserves the right to assert retaining liens with respect to the files and/or charging liens with respect to any recovery.

6. Termination of Services. The Client may terminate the Firm's representation at any time and for any reason, but will pay fees earned and expenses incurred by the Firm before the effective date of termination. The Firm also has the right to terminate its representation of the Client, subject to its professional obligations and responsibilities.

7. Insurance Coverage. It may be possible that you have a policy of insurance which provides indemnification or a defense with regard to certain types of legal matters. If you have insurance coverage regarding a particular matter you should notify your carrier immediately. If you would like for us to review any insurance policy for possible coverage, you must promptly notify us and provide us with a copy of the entire policy for review.

8. Cooperation with Counsel. You agree to cooperate with the Firm so that we can perform the Services effectively. In particular, you agree to provide us with any relevant records or documents which we may request, to be available on reasonable notice for consultation, and appearances as maybe necessary, to keep us advised of any changes of address or extended absences so that we may communicate readily with you, to provide witnesses at depositions, hearings and trials and to otherwise to assist us as we may request.

9. Fee Disputes. Part 137 of the Rules of the Chief Administrator of the Courts provides a Fee Dispute Resolution Program for the informal and expeditious resolution of fee disputes in certain types of matters between attorneys and clients through arbitration and mediation.

Page 3

Date: December 30, 2005

In the event of a fee dispute between the Firm and the Client, whether or not the Firm has already received some or all of the fee in dispute, the Client may seek to resolve the dispute by arbitration pursuant to Part 137 unless the matter is one for which the program does not apply. Generally, if there is a fee dispute between the Client and the Firm with respect to a fee which is between \$1,000 and \$50,000, and Client so desires, the fee dispute will be resolved through arbitration if initiated by the Client. Arbitration of fee disputes are permitted at the attorney's request if the Client agrees. The Firm's participation in arbitration is mandatory if requested by the Client in a matter for which the Fee Dispute Resolution Program applies.

10. Conflict of Interest. Legal conflicts of interest have become an increasingly difficult problem for law firms and their clients. Jaspán Schlesinger Hoffman LLP is a relatively large law firm, which represents a diverse group of clients. It is our ethical obligation to advise you in the event we become involved in an engagement which is directly adverse to you. Currently, we do not believe that a conflict exists which would preclude the Firm's representation of you in this matter. We will make every effort, however, to identify any conflict situations promptly should they arise and will establish appropriate mechanisms to safeguard your interests in that unlikely event.

However, conflicts of interest are at times extremely difficult to identify and can sometimes arise as a result of client activities or other developments of which we may be unaware. This is particularly true as law firms, as well as their clients, merge or consolidate. Therefore, we are undertaking this representation with the understanding that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to yours. We agree, however, that this agreement shall not apply in any instance where as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client, could be used in any such other matter by such client to your material disadvantage.

11. Means of Communication. This Firm utilizes facsimile transmissions, e-mail, cellular and other mobile communications devices. These methods of communication are not guaranteed to be secure. If you wish that a particular communication be conducted in a more secure format, you will give us prior notice and make appropriate arrangement.

12. Record Retainage. The Firm shall maintain its files in this matter for a period of thirty-six (36) months from the rendering of the last bill for fees in this matter. Unless the client requests delivery of its file prior to such time, the Firm may destroy the file and its contents.

13. Applicable Law. In the event of any dispute regarding this agreement or the Firm's representation of you in this matter, New York law will apply.

Page 4

Date: December 30, 2005

If you have any questions about the terms of our agreement as set forth in this letter, please call me to discuss them. You have the right to consult another attorney to advise you concerning your agreement with us, and we encourage you to do so if you think that would be helpful to you.

After you have reviewed this letter and satisfied yourself that you understand its provisions, please confirm your agreement to its terms by signing the enclosed copy of this letter at the place provided, and return it to me.

Thank you for the opportunity to represent you. We appreciate your confidence in selecting our Firm as counsel and look forward to working with you.

Very truly yours,



Maureen T. Liccione

Dated: Garden City, New York
December 30, 2005

TOWN OF RIVERHEAD

By: _____
Philip J. Cardinale
Town Supervisor

JASPAN SCHLESINGER HOFFMAN LLP

Attorneys at Law

300 Garden City Plaza

Garden City, New York 11530-3324

516 746-8000
FACSIMILE 516 393-8282

NOTICE OF OUR FIRM'S PRIVACY POLICIES

Client Privacy Is Our Concern: *Under federal and state law, we are prohibited from disclosing any confidential information which you reveal to us in the course of our relationship as attorneys and client, except in a few limited instances.* We value our relationship with our clients and are dedicated to providing them with exceptional service. As part of our dedication to servicing your needs, we are committed to protecting the confidentiality of nonpublic personal information about our clients. We are now required by law to inform our clients of our policies regarding privacy of client information. This Privacy Notice will help you understand what type of information we collect and how it is used and what measures we take to protect that information. We have in the past and will continue always to protect your right to privacy.

What Information We Collect And How We Collect It - We collect nonpublic personal information about you that may include the following:

- Address
- Telephone number
- Social Security number
- Income
- Employment
- Other personal information relevant to your legal representation, including preparing tax returns or planning your estate.

We collect such information primarily from the information we receive from you.

Disclosure - We do not disclose any nonpublic personal information about our clients or former clients to anyone, except as permitted or required by law, or as authorized or requested by the client. Such permitted disclosures include providing information in limited situations to unrelated third parties (such as

accountants or appraisers) who need to know that information to assist us in providing services to you. In all such situations, we stress the confidential nature of information being shared.

We do not share, trade, sell, exchange or in any other way disclose nonpublic personal information except as stated above.

How The Information Is Protected - We restrict access to nonpublic personal information about you to those employees who need to know that information with respect to all matters involving your legal representation, including preparation of tax returns, financial statements, or estate planning and administration. We maintain safeguards that comply with federal and state regulations to guard such information.

All employees are required to maintain the confidentiality of nonpublic personal information about our clients and to follow policies we established to secure such confidentiality.

About This Privacy Notice - The examples contained in this Privacy Notice are provided as illustrations and are not a comprehensive account of the rights of any party under applicable federal and state laws. The policies and protections set forth in this Privacy Notice will remain effective even after the attorney-client relationship is no longer in effect, to the extent we retain nonpublic personal information about you.

Please feel free to contact us for additional information.

D462730

JASPAN SCHLESINGER HOFFMAN LLP
STATEMENT OF CLIENT'S RIGHTS
AND RESPONSIBILITIES

Your attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney please read this document carefully.

If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, creed, color, sex, sexual orientation, age, national origin or disability.

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that are revealed in the course of the relationship.

You are entitled to a written retainer agreement which must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request, and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms, or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

Your attorney may not request a fee that is contingent on the securing of a divorce or on the amount of money or property that may be obtained.

Your attorney may not request a retainer fee that is nonrefundable. That is, should you discharge your attorney, or should your attorney withdraw from the case, before the retainer is used up, he or she is entitled to be paid commensurate with the work performed on your case and any expenses, but must return the balance of the retainer to you. However, your attorney may enter into a minimum fee arrangement with you that provides for the payment of a specific amount below which the fee will not fall based upon the handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the services of each.

You are entitled to know in advance how you will be asked to pay for legal fees and expenses, and how the retainer, if any, will be spent.

At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case, which estimate shall be made in good faith but maybe subject to change due to facts and circumstances affecting the case.

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent by counsel, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.

You are expected to be truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable him or her to competently prepare your case.

You are entitled to be kept informed of the status of your case, and to be provided with copies of correspondence and documents prepared on your behalf or received from the court or your adversary.

You have the right to be present in court at the time that conferences are held.

You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case.

Your attorney's written retainer agreement must specify under what circumstances he or she might seek to withdraw as your attorney for nonpayment of legal fees. If an action or proceeding is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment.

You are under no legal obligation to sign a confession of judgment or promissory note, or to agree to a lien or mortgage on your home to cover legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior court approval and notice to you adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can be guaranteed.

If you entrust money with an attorney for an escrow deposit in your case, the attorney must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, a written receipt, and a complete record concerning the escrow. When the terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.

In the event of a fee dispute, you may have the right to seek arbitration. Your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon request.

Receipt Acknowledged:


Maureen T. Liccione, Esq.

By: _____
Philip J. Cardinale
Town of Riverhead

Date: _____

3/7/06

Adopted

TOWN OF RIVERHEAD

Resolution # 198

AUTHORIZES THE RETENTION OF SCOTT DESIMONE, ESQ. AS SPECIAL COUNSEL IN ZONING CODE REVISION

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

WHEREAS, during 2004 the Town Board implemented the recommendations of the Town of Riverhead Comprehensive Plan by adopting new zoning for the Town; and

WHEREAS, the Town has encountered various issues with the new code as adopted, particularly as it relates to zoning and the treatment of non conforming uses within the Town, and

WHEREAS, Scott DeSimone, Esq. is counsel to the Town of Riverhead Zoning Board of Appeals and has first hand knowledge of the issues that have arisen as a result of the adoption of new zoning in the Town of Riverhead, and

WHEREAS, the Town wishes to retain the services of Scott DeSimone, Esq. to assist in amending the Town of Riverhead Zoning Code to address the issues that have arisen.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the retention of Scott DeSimone, Esq. as special counsel in connection with revision of the Town's Zoning Code at the rate of \$125.00 per hour; and be it further

RESOLVED, that the Riverhead Town Board hereby approves the Retainer Agreement provided by Scott DeSimone, Esq.,

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

RESOLVED that the Town Clerk is hereby directed to provide a copy of this resolution to Scott DeSimone, Esq, Dawn Thomas, Esq., Town Attorney and Jack Hansen, Financial Administrator.

THE VOTE

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
			Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

**THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED**

Authorize desimone/dct

03/07/06

Adopted

TOWN OF RIVERHEAD

Resolution # 199

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED AT 5 WILSON STREET, RIVERHEAD, NEW YORK

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

WHEREAS, the Town Board has determined that the property situated at 5 Wilson Street, Riverhead, New York is being used and occupied in violation of various sections of the Code of the Town of Riverhead and the New York State Uniform Fire Prevention and Building Code; and

WHEREAS, the Town Board has determined that based upon the numerous arrests that have been made at such location by the Riverhead Town Police Department for various violations of the New York State Penal Law that such constitutes a nuisance to the surrounding property owners,

NOW, THEREFORE

BE IT HEREBY RESOLVED, that Dawn C. Thomas, Town Attorney for the Town of Riverhead is authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the dwelling situated at 5 Wilson Street, Riverhead, New York in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property and the dwelling situated upon such; and be it further

RESOLVED, that it is left to the discretion of Dawn C. Thomas, Town Attorney for the Town of Riverhead as whether said cause of action should seek monetary and/or punitive damages against the owners, tenants, occupants and/or mortgagee of said property for their illegal use, occupancy and maintenance of said property.

THE VOTE

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

MARCH 7, 2006

Adopted

TOWN OF RIVERHEAD

Resolution # 200

**PUBLICATION OF HELP WANTED ADVERTISEMENT
FOR ASSISTANT TOWN ENGINEER**

COJNCILMAN DUNLEAVY offered the
following resolution, which was seconded by COUNCILMAN BARTUNEK

BE IT RESOLVED, that the Town Board hereby ratify the authorization to publish the attached Help Wanted Advertisement in the March 9, 2006 edition of The News Review along with an internet job posting on Monster.com, Govtjob.net and Govtjobs.com.

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

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

ADVERTISEMENT TO BE PLACED IN NEWS REVIEW

ASSISTANT TOWN ENGINEER/DEPUTY TOWN ENGINEER

PE Required-Asst Town Eng w/all
aspects of operation, design&construction
of Town facilities&infrastructure
Clean Drivers License.EEOC
Town of Riverhead- Accounting Dept.
200 Howell Ave Riverhead NY

INTERNET POSTING

ASSISTANT TOWN ENGINEER/DEPUTY TOWN ENGINEER

Town of Riverhead

Riverhead, New York

Seeking individual to assist Town Engineer with all aspects of operation, design and construction of Town facilities and infrastructure. Responsibilities include engineering work in the development of capital projects, prepare project estimates, manage, implement and maintain contracts with outside engineering consultants. Experience with managing Municipal Capital Projects is highly desirable. Successful candidate must possess excellent written and verbal communication skills and outstanding interpersonal skills to build and maintain effective working relationships with town staff/officials, private sector, local governments, state/federal agencies and the public.

Graduation from an accredited college or university with a bachelors degree in Civil Engineering is required, as well as clean valid State of New York drivers license. Registration as a Licensed Professional Engineer in the State of New York is required at the time of appointment. Successful candidate must pass a Suffolk County Civil Service Examination to be appointed permanently.

Town of Riverhead
Accounting Department
200 Howell Avenue
Riverhead, NY 11901

3/7/06

Adopted

TOWN OF RIVERHEAD

Resolution # 201

SCHEDULING A PUBLIC HEARING PURSUANT TO ARTICLE 12 OF THE NEW YORK STATE TOWN LAW TO DECLARE CERTAIN PREMISES AS NOT REQUIRED FOR THE PURPOSES OF THE RIVERHEAD PUBLIC PARKING IMPROVEMENT DISTRICT NO. 1 AND AUTHORIZING THE SALE AND TRANSFER THEREOF TO THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, AN URBAN RENEWAL AGENCY OF THE STATE OF NEW YORK, PURSUANT TO THE TOWN OF RIVERHEAD'S EAST MAIN STREET URBAN RENEWAL PLAN, ADOPTED OCTOBER 19, 1993

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

WHEREAS, the Town of Riverhead Community Development Agency (CDA) sold and transferred ownership of certain real property located at 118 East Main Street, Riverhead, New York, more particularly described as SCTM Parcel No. 0600-129-1-7 and more commonly known as the "Suffolk Theatre", to Pike Realty Company, LLC, hereinafter referred to as "Pike Realty", for restoration and redevelopment as part of the Suffolk Theatre Urban Renewal Project; and

WHEREAS, as part of that restoration and redevelopment of the Suffolk Theatre, Pike Realty has made application to the Town to acquire an additional 3,778 square feet of property from the Riverhead Public Parking Improvement District No. 1 adjacent to the Suffolk Theatre necessary to build out a backstage area, dressing rooms, fly space and offices, together with exterior improvements including but not limited to sidewalks, handicapped accessible ramps, plaza, landscaping and alley improvements from the parking lot to Main Street; and

WHEREAS, the CDA is considering entering into an Agreement with Pike Realty, pursuant to Article 15 of the General Municipal Law, for the acquisition, sale and transfer of the 3,778 square feet of the property owned by the Riverhead Public Parking Improvement District No. 1 adjacent to the Suffolk Theatre to be redeveloped as part of the Suffolk Theatre Urban Renewal Project; and

WHEREAS, the conveyance and redevelopment of the Suffolk Theatre Urban Renewal Project has been determined by the Town Board of the Town of Riverhead, as lead agency, to be an unlisted action without a significant impact on the environment, as more fully set forth in Resolution #949 of the Town Board adopted October 19, 2004; **NOW THEREFORE**

BE IT RESOLVED, that the Town Board of the Town of Riverhead, as governing body of the Riverhead Public Parking Improvement District No. 1 hereby determines to hold a public hearing pursuant to Article 12 Section 198 of the New York State Town Law on March 21, 2006 at 7:10 o'clock in the evening at the Riley Avenue Elementary School located at Riley Avenue, Calverton, New York to declare a certain portion of District property, 3,778 square feet of the parcel known as SCTM No. 0600-128.00-06.00-066.002 and as more particularly depicted upon the map of Joseph Ingegno, Land Surveyor, dated December 13, 1993 and last revised January 21, 2006, which map has been filed with the Town Board, as not required for the purposes of the aforesaid Improvement District and authorizing the transfer of said property to the Town of Riverhead Community Development Agency, an Urban Renewal Agency of the State of New York, pursuant to the Town of Riverhead's East Main Street Urban Renewal Plan, previously adopted October 19, 1993, for subsequent sale and transfer to Pike Realty Company, LLC for the purchase price of \$12,500.00 to be redeveloped as part of the Suffolk Theatre Urban Renewal Project. Pike Realty Company, LLC, at its sole cost and expense, shall develop a site plan in a form acceptable to the Town Board to expand the existing Suffolk Theatre and to improve the adjacent parking lot with suitable walkways, curbing and plantings; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to publish the attached notice of public hearing in one issue of the News Review, the official newspaper of the Town of Riverhead having general circulation in the Town, on Thursday, March 9, 2006, and

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to: Richard A. Ehlers, Esq., the Town Attorney and the Community Development Director.

THE VOTE

Dunleavy	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no	Bartunek	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
Blass	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no	Densieski	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
Cardinale	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no					

**THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED**

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that pursuant to Article 12 Section 198 of the New York State Town Law, a public hearing shall be held before the Town Board of the Town of Riverhead, in its capacity as the Board for the Public Parking Improvement District No. 1, on the 21st day of March, 2006 at 7:10 o'clock in the evening of that day at the Riley Avenue Elementary School located at Riley Avenue, Calverton, New York, to hear all interested persons with regard to declaring a portion of the Parking District's premises as more particularly shown on the Survey of Joseph A. Ingegno, Land Surveyor, dated December 13, 1993 and last revised January 21, 2006, which survey has been filed with the Town Board and the Town Clerk, as not required for the purposes of the Riverhead Public Parking Improvement District No. 1 and authorizing the transfer thereof to the Town of Riverhead Community Development Agency, an Urban Renewal Agency of the State of New York pursuant to the Town of Riverhead's East Main Street Urban Renewal Plan previously adopted October 19, 1993, for subsequent sale and transfer to Pike Realty Company, LLC for the purchase price of \$12,500.00 to be redeveloped as part of the Suffolk Theatre Urban Renewal Project. Pike Realty Company, LLC, at its sole cost and expense, shall develop a site plan in a form acceptable to the Town Board to expand the existing Suffolk Theatre and to improve the adjacent parking lot with suitable walkways, curbing and plantings.

This Urban Renewal project (the Suffolk Theatre Project) has been determined by the Town Board of the Town of Riverhead, as lead agency, to be an unlisted action without significant impact upon the environment, as more fully set forth in Resolution No. 949 of the Town Board adopted October 19, 2004.

Date: Riverhead, New York
March 7, 2006

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

Adopted

March 7, 2006

TOWN OF RIVERHEAD

Resolution # 202

AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO CONSIDER THE PURCHASE OF A PARCEL LOCATED IN THE TOWN OF RIVERHEAD (purported owner: Dr. Maurice Goldman)

COUNCILWOMAN BLASS offered the following resolution, was seconded by **COUNCILMAN DUNLEAVY** :

WHEREAS, pursuant to the provisions of §247 of the New York State General Municipal Law, fee simple owners of lands may elect to sell and the Town of Riverhead may elect to purchase said lands; and

WHEREAS, Dr. Maurice Goldman has expressed a desire to sell the parcel of approximately 4.9 acres of vacant lands located on the Northerly side of East Main Street, Riverhead, New York, for a purchase price of \$245,500, further described as Suffolk County Tax Map #0600-109-2-12.1, to the Town of Riverhead.

NOW THEREFORE BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the purchase of vacant lands owned by Maurice Goldman, once in the March 16, 2006, issue of the News Review, the official newspaper designated for these purposes, and also to cause a copy of the proposed purchase to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Charles E. Raffe, PO Box 238, Riverhead, New York 11901 , the Open Space Committee; Peconic Land Trust, Attn: Dawn Haight, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11969; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Town Attorney's

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

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that a public hearing will be held on the 4th day of April, 2006 at 7:10 PM o'clock p.m., at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider the purchase of approximately 4.9 acres of vacant lands owned by Maurice Goldman, located on the Northerly side of East Main Street, Riverhead, New York, for \$245,500, further described as Suffolk County Tax Map #0600- 109-2-12.1, to the Town of Riverhead, pursuant to §247 of the New York State General Municipal Law and Chapter 14 of the Riverhead Town Code.

Dated: Riverhead, New York
March 7, 2006

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

March 7, 2006

TOWN OF RIVERHEAD

Resolution # 203

Adopted

AUTHORIZES PUBLICATION OF DISPLAY AD
RE: ATTENDANCE AT SUFFOLK COUNTY POLICE ACADEMY

COUNCILMAN DUNLEAVY

COUNCILMAN BARTUNEK

offered the following resolution, which was seconded by

RESOLVED, that the Town Clerk be and is hereby authorized to publish and post the below advertisement as a display ad in the March 16, 2006, issue of The News Review.

TOWN OF RIVERHEAD
PUBLIC NOTICE

PLEASE TAKE NOTICE, the Town of Riverhead is seeking candidates to attend the Suffolk County Police Academy for the purpose of serving as Part-time Police Officers with the Town of Riverhead Police Department. Candidates for the position must:

1. Apply in person to the Riverhead Town Police Department by April 7, 2006; and
2. Have reached age twenty (20) by date of application; and
3. Be a high school graduate or possess a high school equivalency diploma, recognized by the New York State Department of Education; and
4. Successfully pass a qualifying psychological evaluation as directed by the Suffolk County Department of Civil Service; and
5. Successfully pass a qualifying medical evaluation as directed by the Suffolk County Department of Civil Service; and
6. Successfully pass a qualifying physical fitness agility evaluation at the direction of the Suffolk County Department of Civil Service; and
7. Submit to polygraph testing as directed; and
8. Be a United States citizen; and
9. Possess a valid New York State operator's or chauffeur's license at the time of original appointment and throughout their employment; and
10. Successfully pass an applicant background investigation conducted by the Suffolk County Police Department; and
11. Attend the Suffolk County Police Academy for a minimum of 587 hours of instruction.

12. The course of instruction is **TENTATIVELY** scheduled to begin in the Fall of 2006.

If the candidate fulfills the basic requirements and successfully completes the courses at the Suffolk County Police Academy, that graduate will be awarded a certificate by the Bureau for Municipal Police, which certifies that person as a Police Officer in the State of New York.

Following graduation, the candidate is required to have on-the-job training with the Town of Riverhead for a period of not less than 40 hours.

Any individual requesting further information on this program is directed to call the Riverhead Police Department at 727-4500, ext. 315.

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

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

March 7, 2006

TOWN OF RIVERHEAD

Adopted

Resolution # 204

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST
A HELP WANTED ADVERTISEMENT FOR AUTO MECHANIC**

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

BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached Help Wanted Advertisement in the March 16, 2005 issue of The News Review.

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

THE VOTE

Dunleavy Yes No Bartunek Yes No
Blass Yes No Densieski Yes No
Cardinale Yes No

HELP WANTED

AUTO MECHANIC

Town of Riverhead is seeking qualified individual to serve in the position of F/T Mechanic with 3-5 years experience with large trucks. Applications should be submitted to the Accounting Department, 200 Howell Avenue, Riverhead, NY by March 24, 2006. EOE.

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

Tabled

March 7th, 2006

TOWN OF RIVERHEAD

Resolution # 205

APPROVES SITE PLAN OF PECONIC PLAZA LLC

COUNCILMAN DENSIESKI

offered the following resolution,

which was seconded by **COUNCILWOMAN BLASS**:

WHEREAS, a site plan was submitted by Peconic Plaza LLC, to construct a two lane drive thru window to service the existing Suffolk Federal Credit Union, upon real property located at Old Country Road, Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-84-4-36.5; and

WHEREAS, the Planning Department has reviewed the site plan dated February 17th, 2005, as prepared by Young and Young, LS. and elevations dated February 17th, 2005, as prepared by Young and Young, LS., and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

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

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

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 2005-0817 of the Office of the Supervisor of the Town of Riverhead; and

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER

RESOLVED, that the site plan submitted by Peconic Plaza LLC, to construct a two lane drive thru window to service the existing Suffolk Federal Credit Union upon real property located at Old Country Road, Riverhead, New York, site plan dated February 17th, 2006, as prepared by Young and Young, LS, and elevations dated February 17th, 2006 as prepared by Young and Young LS, be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the Riverhead Town Code, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That all new utilities shall be constructed underground, if feasible;
3. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
4. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
5. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;
6. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
7. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form acceptable to the Town Attorney, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;

8. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan approves and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
9. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
10. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
11. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
12. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
13. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
14. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Peconic Plaza LLC hereby authorizes and consents to the Town of Riverhead to enter premises at Old Country Road, Riverhead, New York to enforce said handicapped parking regulations; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Peconic Plaza LLC, PO Box 1769, Quogue, New York 11959, the Riverhead Planning Department, Riverhead Building Department, Town Attorney and the Town Engineer.

Planning Department

THE VOTE

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

Tabled

Tabled

March 7th, 2006

TOWN OF RIVERHEAD

Resolution # 206

APPROVES SITE PLAN OF 37 EAST MAIN STREET

COUNCILMAN DENSIESKI

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

WHEREAS, a site plan was submitted by Robert Gruber, R.A. to renovate an existing building façade, upon property located at 37 East Main Street, Riverhead, New York 11901, known and designated as Suffolk County Tax Map Number 0600-128-6-72.1; and

WHEREAS, the Planning Department has reviewed the site plan dated November 4th, 2005, as prepared by Robert J. Gruber, R.A. and elevations dated November 4th, 2005, as prepared by Robert J. Gruber, R.A., and has recommended to the Town Board that the site plan be approved; and

WHEREAS, the Town Board, has carefully considered the merits of the petition, the SEQRA record created to date, the report of the Planning Department, the report of the Planning Board, as well as all other pertinent planning, zoning and environmental information; and

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

WHEREAS, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per check number 1316 dated February 22, 2006 to the Office of the Financial Administrator; and

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

THEREFORE, BE IT

RESOLVED, that in the matter of the site plan application of 37 East Main Street, the Riverhead Town Board determines that the site plan to be a Type II pursuant to 6NYCRR Part 617 and that Environmental Impact Statement need not be prepared.

NOW, THEREFORE, BE IT

RESOLVED, that the site plan submitted by Robert Gruber, R.A., to renovate an existing façade front, upon real property located at 37 East Main Street, Riverhead, New York 11901, site plan dated November 4th, 2005, as prepared by Robert J. Gruber, R.A. and elevations dated November 4th, 2005, as prepared by Robert J. Gruber, R.A., be and is hereby approved by the Town Board of the Town of Riverhead, subject to the following:

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

Riverhead to enter premises at 37 East Main Street, Riverhead, New York, to enforce said handicapped parking regulations;

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

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Robert Gruber, R.A., 476 Expressway Drive South, Medford, New York 11763, the Riverhead Planning Department, Riverhead Building Department, Town Attorney and the Town Engineer.

Planning Dept.

THE VOTE

Dunleavy <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	Bartunek <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Blass <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	Densieski <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Cardinale <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

Tabled

March 7, 2006

Adopted

TOWN OF RIVERHEAD

Resolution # 207

**Classifies Action and Declares Lead Agency on Change of Zone
For Ruth S. Worm and refers petition to the Planning Board**

COUNCILMAN DUNLEAVY

offered the following resolution which

was seconded by COUNCILMAN BARTUNEK

WHEREAS, the Riverhead Town Board is in receipt of a petition from Ruth S. Worm, pursuant to Articles XVIII and XXII of the Riverhead Town Code, for a Business PB overlay in order to establish a professional office use in an existing structure located on a 0.64ac. parcel zoned Residence A-40 and improved with a home and an apartment; such property more particularly described as SCTM 0600-127-2-6, and

WHEREAS, a Full Environmental Assessment Form and supporting documentation was submitted as part of the petition, and

WHEREAS, the Riverhead Planning Department has reviewed these materials and has determined the petition to be an Unlisted action pursuant to 6NYCRR Part 617 for which coordinated review is optional and in this case unnecessary, and

WHEREAS, the Riverhead Planning Department has prepared a staff SEQR report outlining the project impacts and recommending that a negative declaration of significance be rendered, and

WHEREAS, the code requires referral to the Riverhead Planning Board and the Town Board desires the recommendations of the Planning Board respecting planning and zoning issues prior to a SEQR determination of significance, now

THEREFORE, BE IT

RESOLVED, that the Riverhead Town Board declares itself to be the lead agency for the zone change of Ruth S. Worm which it classifies as an Unlisted action, and

BE IT FURTHER

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

THE VOTE

Dunleavy yes no Bartunek yes no
Blass yes no Densieski yes no
Cardinale yes no

**THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED**

TOWN OF RIVERHEAD

Adopted

Resolution # 208

AUTHORIZES THE RELEASE OF FOUR BONDS OF SOUND HOUSING, LLC
(PHASE III)

COUNCILMAN BARTUNEK

offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

WHEREAS, Sound Housing LLC posted four (4) Nova Causality performance bonds as follows:

#46551	\$23,326
#44107	\$18,990
#44108	\$18,990
#44109	\$28,358

for condominium buildings on the approved condominium map known as Willow Ponds on the Sound, Condominium Phase III, located at Willow Pond Drive, Riverhead, New York Suffolk County Tax Map Number 0600 / 18.1-4-41 through and including 46, 59 through and including 62, 213 through and including 216, 217 through and including 222, pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and Certificates of Occupancy have been issued.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of aforementioned bonds; and

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Sound Housing LLC, 888 Veterans Memorial Highway, Building 430, Hauppauge, New York 11788, the Building Department; the Accounting Department, the Town Clerk and the Town Attorney's Office.

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Is Is Not
Declared Duly Adopted

Tabled

TOWN OF RIVERHEAD

Resolution # 209

AUTHORIZES THE REDUCTION OF PERFORMANCE BOND OF SUNKEN POND ESTATES, INC.

COUNCILWOMAN BLASS offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

WHEREAS, Sunken Pond Estates, Inc. posted a Performance Bond (SU3127420- The American Institute of Architects) in the amount of Four Hundred Fifty Seven Thousand Eight Hundred Fifty Nine Dollars (\$457,859) for improvements at Middle Road, Riverhead, New York, further described as Suffolk County Tax Map # 0600/ 82.03-1-1 through 32: 82.03-2- 1.1 through 20.1, 82.02-1- 83 through 196; 82.01-1-1 through 82, pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that ninety (90%) percent of the approved construction has been completed to the Building Department's satisfaction;

WHEREAS, the Planning Department has determined that site work conforms to the approved Site Plan, except for the installation of fencing, and Certificates of Occupancy have been issued for the completed construction.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the Performance Bond in the sum of Four Thousand Seven Hundred Fifty Two Dollars (\$457,859) and accepts a Twenty Thousand Dollar (\$20,000) to ensure the correcting of fencing and;

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Sunken Ponds Estates, Inc., 4792 Hempstead Turnpike, Farmingdale, New York 11735, the Building Department; the Accounting Department, the Town Clerk and the Town Attorney's Office.

THE VOTE

Dunleavy Yes No

Bartunek Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Is Is Not
Declared Duly Adopted

March 7, 2006

Adopted

TOWN OF RIVERHEAD

Resolution # 210

AUTHORIZES THE RENAMING OF A TOWN ROAD IN WADING RIVER TO "HILL STREET EAST"

COUNCILMAN DENSIESKI

_____ offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY
_____ :

WHEREAS, it has been discovered that there are two separate and distinct Town roads named, "Hill Street" within the Hamlet of Wading River, Town of Riverhead;

WHEREAS, to assure the quick and certain response of police, fire, ambulance and other emergency services to the residents living on said streets there should be no duplication of road names within the Town of Riverhead, and

WHEREAS, differentiating the road names also serves to ensure that residents and visitors, receive delivery of other goods and services in a prompt and efficient manner.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Riverhead Town Board, sua sponte, shall rename Hill Street located off of Hulse Landing Road, located between Hulse Avenue and Wildwood Road, Wading River to "Hill Street East"; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Highway Department; the Riverhead Fire Department; the Wading River Fire Department, the Riverhead Police Department, the Wading River Post Office and the Riverhead Post Office and the Office of the Town Attorney.

THE VOTE

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
			Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

March 7, 2006

TOWN OF RIVERHEAD
Resolution # 211

Adopted

APPROVES SIGN PERMIT OF DESIGNER DISCOUNT FORMAL WEAR

COUNCILMAN DUNLEAVY

_____ offered the following resolution, which was seconded by

_____ COUNCILMAN BARTUNEK _____

WHEREAS, a sign permit and sketch were submitted by Theresa Marino for property located at 73 East Main Street, Riverhead, New York also known as SCTM# 128.00-06-077.00; and

WHEREAS, pursuant to Section 108-56 C (5) of the Code of the Town of Riverhead, the application was not approved by 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 sign permit application for Designer Discount Formal Wear submitted by Theresa Marino and be it

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Designer Discount Formal Wear, Att: Theresa Marino PO Box 607, Aquebogue, New York 11931, the Planning Department, Code Enforcement Division and the Building Department.

THE VOTE

Bartunek Yes No

Dunleavy Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Is Is Not
Duly Declared Adopted



APPLICATION FOR SIGN PERMIT

Town of Riverhead
Suffolk County, New York

Ver. 1.02
10-24-05

Fee \$ 100 Receipt No. 32804 Application No. 34948 Date Granted 1/1
 Date Denied 1/1 ZB No. 30448 Date Permit Issued 1/1
 Board of Appeals No. _____ Date Approved or Denied 1/1
 SCTM # 128-6-77 Inspector's Approval _____

All information BELOW to be filled out by APPLICANT: A PERMIT MUST BE OBTAINED BEFORE BEGINNING WORK. This Application is to be submitted ACCOMPANIED by BUILDING PLANS DRAWN TO SCALE IN DUPLICATE.

THE OWNER OF THE PROPERTY IS: (PLEASE PRINT CLEARLY)

First Name _____ Last Name _____ Riverhead Enterprises
 or Business Name
 Phone Number (516) 593-5633 Fax Number (516) 593-2654 Cellular Number _____
 Street No. 375 Street Name Sunrise Hwy Town Lynbrook State NY Zip 11563
 Mailing Address (if different from property location): _____

The person responsible for the supervision of the work insofar as the Building Code and the Zoning Ordinance apply is: CONTACT PERSON (if different from owner)

First Name _____ Last Name _____ Theresa Marino (tenant) → Nedel sign co.
 or Business Name
 Street No. P.O. Box 607 Street Name Aguebogue Town NY Zip 11931
 Phone Number (631) 779-3318 Fax Number (631) 279-7187 Cellular Number _____

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

Location of Sign: 73 East Main St (on front of building) If offsite, check box

If offsite, has permission been obtained from property owner, if other than the applicant, upon which the sign is to be erected?
Designer Discount Formal Wear

Use District: DC-1 Sign Area (Sq. Ft.): 32' Height of Sign: 24"

Below, please choose all that apply:

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> New | <input type="checkbox"/> Altered | <input checked="" type="checkbox"/> Permanent | <input type="checkbox"/> Temporary |
| <input type="checkbox"/> Lighted | <input checked="" type="checkbox"/> Single Face | <input type="checkbox"/> Double Faced | <input checked="" type="checkbox"/> Attached To Building |
| <input checked="" type="checkbox"/> Facial (Painted or Affixed) | <input type="checkbox"/> Independent Construction | <input type="checkbox"/> Advertising | <input checked="" type="checkbox"/> Business |

Materials to be used: 1/2" H40

Name of Applicant Theresa Marino has submitted papers for a sign permit, dated 1.12.06
Date of Submission

NO SIGN CAN BE ERECTED UNTIL THE TOWN BOARD APPROVAL IS OBTAINED AND A SIGN PERMIT IS ISSUED. IT IS ADVISABLE NOT TO ORDER YOUR SIGN UNTIL ALL APPROVALS ARE OBTAINED.

Sworn to me before this 25 day

of January, 2006

Notary Public [Signature]

Sign Theresa Marino
 Notary Public, State of New York
 No. 4811709
 Qualified in Suffolk County
 Commission Expires April 30, 2006

7582212322

3/7/06

Town of Riverhead

Resolution # 212

Adopted

AUTHORIZES SUPERVISOR TO EXECUTE AGREEMENT WITH RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC.

COUNCILMAN BARTUNEK offered the following resolution, which was

seconded by COUNCILWOMAN BLASS.

WHEREAS, the Town of Riverhead prepared and submitted an application at the request of the Riverhead Business Improvement District Management Association, Inc. to the NYS Department of Housing and Community Renewal for funds under the NYS Main Street Program for façade and interior building renovations to buildings in the downtown business district; and

WHEREAS, a grant in the amount of \$200,000 was approved by DHCR for this program and a contract (attached) has been provided to the Town of Riverhead Business Improvement District Management Association Inc. for administration of the funds; and

WHEREAS, a request has been made by the RBID DMA to the Town of Riverhead that the Community Development Department manage the administration of this program on its behalf.

THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute the attached agreement between the Town of Riverhead and the Riverhead Business Improvement District Management Association, Inc.

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Bill London, President, RBID DMA, and Andrea Lohneiss, CD Director.

THE VOTE

Dunleavy yes ___ no ___ Bartunek yes ___ no ___
Blass yes ___ no ___ Densieski yes ___ no ___
Cardinale yes ___ no ___

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

CONTRACT

between

TOWN OF RIVERHEAD
(Business Improvement District)
and

**RIVERHEAD BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT ASSOCIATION, INC.**

This agreement, made the ____ day of March, 2006, between the Town of Riverhead, with principal offices located at 200 Howell Avenue, Riverhead, New York, 11901 and the Riverhead Business Improvement District Management Association, Inc. ("RDMA"), a not for profit corporation organized under the laws of the State of New York, having its principal offices at 112 West Main Street, Riverhead, New York, 11901.

WHEREAS, the Town of Riverhead, on behalf of and at the request of the RDMA has submitted a proposal for funding under a local New York Main Street Program (NYMS) which will enable owners of property located within the Town's Business Improvement District to improve the facades and interiors of their buildings; and

WHEREAS, said application for the aforementioned grant funds was approved in the amount of \$200,000; and

WHEREAS, the RDMA has requested that the Town of Riverhead Community Development Department administer the NYMS program on its behalf; and

WHEREAS, the Community Development Department is willing and able to administer the grant as requested,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The Town of Riverhead Community Development Department hereby agrees to administer the NYMS program in accordance with the agreement attached as Exhibit A.
2. The term of this Agreement shall commence upon execution and shall terminate upon the completion of the obligations set forth in the Exhibit A.
3. The RDMA agrees to provide the Town of Riverhead any and all information required for the Town of Riverhead to administer the program in accordance with the agreement. Specifically, the RDMA keep complete accurate books, records, documents and accounts and other evidence pertinent to the performance of this contract. All records must be turned over to The Town of Riverhead Community Development Department upon receipt by the RDMA.

4. The Town of Riverhead agrees to maintain accurate records for this program in compliance with the NYS Main Street Program.

5. The RDMA shall defend, indemnify and save harmless the Town of Riverhead from and against all losses, and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses including without limitation attorney's fees, in connection therewith, of every nature, including but not limited to claims for bodily injury, or death, by any third party and by or on behalf of the RDMA, its contractors, agents, servants or employees, arising out of or in connection with the work which is the subject of the project, and caused, in whole or in part, by the Town, its agents, servants or employees.

IN WITNESS HEREOF, this agreement has been executed by the respective parties on the date herein set forth.

**RIVERHEAD BUSINESS IMPROVEMENT
DISTRICT MANAGEMENT ASSOCIATION, INC.**

By: Bill London, President

TOWN OF RIVERHEAD

By: Philip J. Cardinale, Supervisor

**BUSINESS IMPROVEMENT
DISTRICT**

By: Philip J. Cardinale

NEW YORK MAIN STREET PROGRAM AGREEMENT

This AGREEMENT made effective as of the 1st day of January, 2006, by and between the HOUSING TRUST FUND CORPORATION ("Corporation"), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law (the "PHFL") with an office at 38-40 State Street, Albany, New York 12207, and **Riverhead Business Improvement District Management Association, Inc.** ("Recipient"), a not-for-profit corporation organized pursuant to the Not-For-Profit Corporation Law of the State of New York, having its principal place of business at **P.O. Box 913, 112 West Main Street, Riverhead, New York.**

WITNESSETH:

WHEREAS, pursuant to Articles XVI-A and XVII-B of the PHFL and the regulations promulgated thereunder (collectively, "Statutes"), the Corporation is authorized to enter into contracts to provide grants to qualified community based not-for-profit corporations for the revitalization of eligible main street and surrounding downtown areas under the New York Main Street program ("NYMS"); and

WHEREAS, the Recipient has submitted a proposal to administer a local NYMS program ("Program") with respect to land and improvements ("Target Area") as more fully described in the Program Summary and Description of Target Area attached as Exhibit A; and

WHEREAS, the Corporation has agreed to provide NYMS funds to the Recipient for eligible costs to complete the Program ("Program Costs"), in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of this Agreement, the Statutes, and the Corporation's applicable rules, regulations, policies and procedures, as amended from time to time.

NOW, THEREFORE, in furtherance of the Program, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

1. Scope of Work.

The Recipient shall (a) complete the Program in accordance with the Recipient's approved application ("Application"), which is incorporated herein and summarized in Exhibit A, and its Administrative Plan ("Plan") attached as Exhibit B, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation, and (b) adhere to the Program Budget attached as Exhibit C, and (c) adhere to the Program Schedule attached as Exhibit D, which shall not in any event exceed the term of this Agreement as defined below. The Recipient represents that it has obtained the managerial and technical capability necessary to undertake and perform the Plan in a satisfactory manner. The parties hereto agree that no part of the NYMS funds provided under this Agreement shall be utilized by the Recipient for administrative expenses.

2. Term.

The period of performance for all activities assisted pursuant to this Agreement shall commence on the effective date of this Agreement and end, unless sooner terminated as provided for herein, on the last day of the 24th full calendar month thereafter ("Term").

3. Program Costs.

The maximum amount of NYMS funds to be provided to the Recipient is **two hundred thousand** dollars (\$ 200,000). The Corporation agrees to reimburse the Recipient for Program Costs described in the Application and the Plan, and contained in the Program Budget. Program Costs shall not exceed the amount of NYMS funds available. Any modification, amendment or rescission of Program Costs must be requested in writing, and approved in writing by the Corporation.

4. Use of NYMS Funds to Make Loans.

If the Recipient has been approved by the Corporation to utilize NYMS funds to make loans, and this Agreement is terminated, or if there is a finding by the Corporation of deficient performance or inadequate management capacity by the Recipient, the Corporation shall have the right to require that all payments due under the loan be paid

directly to the Corporation, and the Corporation shall be entitled to all rights and remedies under any loan documents between the Recipient and the borrower. The following language must be inserted into every Promissory Note that evidences a loan of NYMS funds by the Recipient:

“The Lender, in consideration of the New York Main Street (“NYMS”) grant awarded to it by the New York State Housing Trust Fund Corporation (“HTFC”), assigns all of its rights and remedies under this Promissory Note to HTFC. In the event (i) the NYMS Agreement entered into between the Lender and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, finds deficient performance or inadequate management capacity on the part of the Lender, HTFC shall have the right to notify the Debtor under this Promissory Note to make payment directly to HTFC, and to enforce any and all obligations of the Debtor under this Promissory Note or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to Lender and Debtor written notice thereof, Lender is authorized to collect payments and enforce all rights under this Promissory Note.”

5. Regulatory Period.

The Recipient, for a period of seven (7) years from the final disbursement of NYMS funds (“Regulatory Period”), shall take all necessary steps to ensure that owners of properties improved under the Program (“Assisted Property”) maintain the structures and their façades in good condition. The Recipient shall also take all necessary steps to ensure that streetscape enhancements are maintained and kept in good condition during the Regulatory Period. Residential units improved under the Program that become vacant during the Regulatory Period must be marketed, and made affordable, to persons of low income as defined under the Statutes. The Recipient shall require every owner of an Assisted Property to execute a Declaration in the form attached as Exhibit E, which shall be filed in the County Clerk’s Office for the county in which the Assisted Property is located. The Recipient agrees to operate, monitor and regulate the Program in

accordance with the Plan, and in compliance with the terms of this Agreement, throughout the Regulatory Period.

6. Report and Access to Records.

During the Term and the Regulatory Period, the Recipient shall file progress reports with the Corporation in a form and containing such information as the Corporation may require. The Recipient further agrees to provide the Corporation with reports, records and accounts in such form, content and frequency as required by the Corporation. These reports may include, but not be limited to:

Final Report. Upon the request of the Corporation, the Recipient shall within thirty (30) days thereof, provide an interim and/or final report setting forth the work performed pursuant to this Agreement and providing such other information as may be requested by the Corporation.

7. Supporting Documentation.

All expenditures made from NYMS funds pursuant to this Agreement shall be supported by written bids, written contracts, billings, bank documents and any other documentation that the Corporation may request in order to establish that such NYMS funds have been used in accordance with the terms of this Agreement.

8. Disbursement.

The Recipient shall submit to the Corporation requests for disbursements in such form and manner and at such times as the Corporation may require. The Recipient shall not request disbursement of funds under this Agreement until the funds are needed for payment of incurred eligible costs. Each such request shall (a) state the amount requested to be disbursed; (b) be certified by an officer of the Recipient and, where required by the Corporation, by a licensed architect or engineer retained by the Recipient; and (c) constitute an affirmation that the representations and warranties contained in Section 9 hereof remain true and correct on the date thereof. All NYMS funds paid to the Recipient shall be disbursed to the contractor or vendor within five business days of receipt, except where such funds are to reimburse the Recipient for payments already

disbursed to the contractor or vendor. At its option, the Corporation may make such disbursements, as the Corporation determines, directly to the contractor or vendor, and the execution of this Agreement by the Recipient shall constitute an irrevocable direction and authorization to so disburse the funds. No further direction or authorization from the Recipient shall be necessary to warrant such direct disbursement, and all such disbursements shall satisfy pro tanto the obligations of the Corporation. The Corporation shall have no obligation to make disbursements for items other than eligible Program Costs, as herein defined.

9. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

- (a) It is, as of the date hereof, and has been for at least one year prior to the execution of this Agreement, duly organized, validly existing and in good standing under the Not-for-Profit Corporation Law of the State of New York and is authorized to enter into this Agreement and the transactions contemplated hereby.
- (b) If applicable, it has secured commitments for such additional funds sufficient to complete the Program and that the source of such funds is specified in the Program Budget.
- (c) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or complete the Program.
- (d) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.
- (e) The Program, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Program or any construction performed in connection therewith.
- (f) All construction, if any, heretofore performed in connection with the Program has been performed within the perimeter of the Target Area, in accordance with the Plan and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Recipient, the Program or any construction performed in connection therewith.

(any of the foregoing a "Requirement", collectively "Requirements"), and with any restrictive covenants applicable to the Assisted Property, and the intended use of the Assisted Property complies with all applicable zoning ordinances, regulations and restrictive covenants.

- (g) The Plan and any other information contained herein or heretofore provided to the Corporation by the Recipient is true and correct in all respects and accurately represent the condition of the Program and of the Recipient as of the respective dates thereof, no materially adverse change has occurred in the condition of the Program or the financial conditions of the Recipient since the respective dates thereof, and the Recipient has neither received, nor made application for nor received commitments for, any additional grants or loans, other than those specified in the Program Budget.
- (h) There is no default on the part of the Recipient under this Agreement or under any other instrument executed in connection with the Program or with any other Program funded by the New York State Division of Housing and Community Renewal or the Corporation, and no event has occurred and is continuing which notice or the passage of time would constitute an event of default thereunder.
- (i) This Agreement and all other instruments executed in connection with the Program will be, upon execution thereof, legal, valid and binding instruments enforceable against the Recipient in accordance with their terms.

10. Covenants of the Recipient.

The Recipient covenants as follows:

- (a) It will comply promptly with any Requirement and furnish the Corporation, upon request, with official searches made by any governmental authority.
- (b) It will cause all conditions hereof to be satisfied in a timely manner.
- (c) It will, upon demand, correct any defect in the Program or any departure from the Plan not approved by the Corporation. The disbursement of any NYMS funds hereunder shall not constitute a waiver of the Corporation's rights to require compliance with this covenant with respect to any such defects or departures from the Plan.

- (d) It will place at any construction site a sign, the form of which shall have been approved by the Corporation, identifying the participation of the Governor of the State of New York, and the Corporation in the financing of the Program, which sign shall be of a size and in a location so as to be visible from outside the construction site, as approved by the Corporation.
- (e) It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.

11. Insurance.

During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with an insurance certificate for comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, and fidelity bond/crime coverage in an amount not less than the largest anticipated disbursement request for Program funds naming the Corporation as loss payee, together with certificates for automobile insurance (if applicable), fire insurance, worker's compensation and disability benefits in amounts satisfactory to the Corporation. The Corporation reserves the right at any time to suspend or terminate this Agreement if it determines that the Recipient's insurance coverage for the Program is insufficient. Disbursements requested in excess of the fidelity bond coverage will be reduced to the maximum amount of the fidelity bond in effect. The Corporation also reserves the right to further reduce such disbursement or to refuse payment of a disbursement if it is determined that previous disbursements have not yet been distributed to contractors or vendors, and such current disbursement will cause the fidelity bond coverage to be exceeded. All certificates shall be with a New York State licensed carrier of insurance. The insurance policies shall also provide that the Corporation shall be given thirty (30) days unconditional prior written notice of any non-renewal, cancellation, or change in coverage thereof.

12. Contract Supervision.

It is agreed that the services to be performed under this Agreement shall be subject to the overall administration, supervision and direction of the Corporation and that the Corporation may periodically call meetings which shall be attended by Recipient.

13. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all of the purposes of this Agreement in order to assure the expeditious and satisfactory completion of the Program. The Recipient also agrees to complete promptly all forms and reports as may from time to time be required by the Corporation and/or the State of New York in the proper administration and performance of said services. The Recipient further agrees that the Corporation may modify this Agreement as is deemed necessary by the Corporation to best make use of the Corporation's funding sources available for this Program.

14. Default.

(a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of NYMS funds shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.

(b) The following shall constitute an Event of Default hereunder:

(i) if the Recipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or federal law or regulation, or the program policies and procedures established by the Corporation;

(ii) if at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading;

(iii) if the Recipient has failed to commence the Program in a timely fashion or has failed to complete the Program within the Term.

(c) Upon the happening of an Event of Default, the Corporation may, in its

discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- (i) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice.
 - (ii) Commence a legal or equitable action to enforce performance of this Agreement.
 - (iii) Withhold or suspend payment of NYMS funds.
 - (iv) Recapture any NYMS funds disbursed to the Recipient on a pro rata basis over the Regulatory Period. The amount to be recaptured shall be determined by reducing the original amount of NYMS funds disbursed to the Recipient by one seventh (1/7th) for each year of the Regulatory Period the Recipient was in compliance with this Agreement.
 - (v) Exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of NYMS funds expended or used in an unauthorized manner or for an unauthorized purpose.
- (d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Program, unless the Recipient obtains the prior written consent of the Corporation to the contrary, all unspent NYMS funds held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent NYMS funds, the expenditure or use of NYMS funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent

to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover NYMS funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

15. Indemnification.

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Program. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

16. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of NYMS funds received pursuant to this Agreement for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation. The Recipient shall follow a formal procedure approved by the Corporation in soliciting and entering into contracts, leases and/or agreements which will be paid with NYMS funds under this Agreement.

17. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on the Recipient herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior written consent shall be void. No such assignment or delegation shall be effective until the proposed assignee or delegatee (the "Assignee"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement or Assignee shall assume the

obligations imposed on the Recipient by this Agreement, and ensure that the Assignee will comply with all of its obligations under this Agreement. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto.

18. Property Release.

In order to permit the Corporation to publish photographs of Assisted Property for promotional or public relation purposes, the Recipient agrees to obtain a written consent, in the form attached as Exhibit F, from each owner of an Assisted Property, which it will provide to the Corporation upon request.

19. Miscellaneous.

- (a) All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change or address shall be deemed to have been given when it is received.
- (b) No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection herewith, unless such action shall be commenced with six (6) months after the termination of this Agreement, or one year from the accrual of the cause of action, whichever is earlier.
- (c) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law.
- (d) Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agent designated by the Corporation for

such purpose. All consents and approvals to be given by the Corporation hereunder must be in writing.

- (e) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such sections.

20. Exhibits.

The following exhibits are hereby incorporated into this Agreement and the Recipient, shall adhere to the provisions contained therein.

- Exhibit A Program Summary and Description of Target Area
- Exhibit B Administrative Plan
- Exhibit C Program Budget
- Exhibit D Program Schedule
- Exhibit E Declaration Form
- Exhibit F Property Release Form

(SEE NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

HOUSING TRUST FUND CORPORATION

By: _____
Deborah Boatright
Vice President

**Riverhead Business Improvement District
Management Association, Inc.**

By: _____
Name: _____
Title: _____

CONTRACTOR'S CERTIFICATION

I certify the Contractor has _____ /has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports pursuant to Article 7-A of the Executive Law and Article 8 of the Estates, Powers and Trust Laws.

Signed: _____

This contract has been approved by the Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

Exhibit B

Town of Riverhead Main Street Improvement Program

I. Project Development

A. Marketing the Program

The Local Program Administrator will contact each property owner within the Main Street target area to make them aware of the potential availability of financial assistance under the New York Main Street Program. An application will be developed and distributed through Main Street businesses and offices of the Town of Riverhead and the Local Program Administrator.

B. Project Selection

The LPA Main Street Project Review Committee, including representatives of Town Government, will select projects that have an historic value, are visually prominent on Main Street, and will, with the assistance of grant funds, realize a stabilization of a Main Street business. Priority will be afforded to:

1. Buildings where immediate action will stop deterioration of a significant facade.
2. Buildings whose owners have committed to significant investment.
3. Vacant properties where facade improvement would reduce blight and induce new occupancy.
4. Buildings proposed for redevelopment with retail use on first floor and residential use above.

Applications will be considered as received by the LPA Main Street Project Review Committee. Applicants will be notified within 60 days of the submission of a complete application of the disposition of the application.

II. Project Development

A. Work Write-up / Scope of Work

If the LPA Main Street Project Review Committee determines an initial application to be feasible, the LPA's Rehabilitation Specialist will meet with the property-owner and the Town's Code Enforcement officer onsite to develop a scope of work and an initial estimate of costs.

The LPA will determine the approved Main Street Project funding amount based on allocation of the total budget. The property owner will be responsible for paying all agreed upon repairs, but will be reimbursed for 50% of the costs up to \$10,000 for facade work and up to \$50,000 for interior renovations.

The priorities for the scope of work will include: (1) immediate health and safety concerns, (2) the correction of Code violations, (3) consistency with Main Street program design, (4) preservation of historical elements of the building. In addition to code compliance, the LPA's Rehabilitation Specialist will discuss lead-based paint, energy efficiency and historic design standards with the property owner. The Local Program Administrator will be responsible for coordinating work write-ups with New York Main Street, the State Historic Preservation Office and other regulators. If needed, additional experts may be consulted.

B. Contractor Selection

The property owner will select at least three contractors to supply price quotes from a list of contractors maintained by the LPA. If the property owner would like to use a contractor not on the list, references and proof of proper insurance must be supplied to the LPA. The LPA will ensure that Women and Minority owned Business Enterprises are represented on its contractors list.

The quotes will be received by the LPA. A minimum of two quotes will be required. The LPA will advise the property-owner of the lowest responsible bidder on the proposed scope of work. If the property owner chooses other than the lowest bidder, reimbursement will be based on the amount of the lowest bid. The LPA and the property-owner will sign-off on a scope of work.

C. Contracting Procedures

The LPA Main Street Project Review Committee, based on the agreed scope of work, with the concurrence of State regulators, will enter into a contract with the property owner to provide the agreed financial assistance, subject to the property owner entering into a contract for performance of the agreed upon scope of beginning within 30 days of the Review Committee's approval. Said contract must stipulate a completion date and include said contract plans or design as approved by the LPA as an attachment.

The Contract between the LPA and the property owner will specify the timing of payments, any policy on retainage, the method of verifying that matching requirements have been met, and the right of the LPA to inspect work at anytime, as well as to the cancel the contract should work being done be inconsistent with the goals of the Town of Riverhead Main Street Improvement.

III. Construction Management / Quality Control

A. Design Standards

All work done under the Town of Riverhead Main Street Improvement Program will be consistent with design standards as established by the Town of Riverhead. The standards will be approved by the Riverhead Landmarks Preservation Commission, the Town of Riverhead Architectural Review Board and be in conformance with the New York State Building Code, the State Historic Preservation Office requirements, the New York State Housing Trust Fund Corporation standards and other relevant regulating agencies. The Local Program Administrator will enforce the standards throughout the construction process.

B. Inspections

The LPA retains the right to inspect work in progress at any point. The LPA will inspect the subject property, at a minimum, each time a request for reimbursement is filed. Before a final payment can be made, a final inspection will be required. The LPA, the designated design professional and the property owner will all verify that the work was completed properly and is consistent with the contracted scope of work.

IV. Financial Management

A. Staff

The LPA's chief financial officer will be responsible for all financial transactions under the Town of Riverhead Main Street Program. The CFO is covered by a fidelity bond greater than the amount of the largest payment likely to be made under the program.

B. Interim / Construction Financing

The Town of Riverhead's Main Street Program is a reimbursement program. Local property owners will be responsible for obtaining construction / interim financing for their project.

C. Matching Fund Requirements

Facade grants and simple building renovation grants require a dollar for dollar match. Downtown anchor grants require a three for one match. In each case, the Town of Riverhead Main Street Improvement Program requires that at least half the matching amount come from the property owner.

Documentation of matching funds must be supplied with each request for reimbursement. Typically, if a participating owner claims a certain amount of improvements have been made to his or her property and paid by him or her, and the LPA is satisfied this is true (based on both documentation and inspection), a reimbursement of half that amount may be paid.

D. Frequency of Drawdowns and Retainage

Because New York Main Street is a reimbursement program, there will generally be no requirement for retainage. In certain circumstances, particularly if interim payments are requested, retainage requirements may be negotiated and incorporated into the contract.

V. Ongoing Maintenance

A. Obligations

Property owners will be required to maintain property assisted under the Town of Riverhead Main Street Improvement Program for a period of seven years after the final payment is made. This requires that any residential units assisted by program funds remain affordable for the enforcement period, and that any commercial units be maintained in a manner that is consistent with the goals of the program for the enforcement period. A lien will be placed on assisted properties. In the event of non-compliance or resale, the amount of grant funds will be subject to repayment with a simple annual declining balance, based on the seven-year enforcement.

B. Responsible Parties

The Local Program Administrator will monitor projects assisted under the Town of Riverhead Main Street Improvement Program for the duration of the seven year enforcement period. The LPA will periodically inspect assisted property, and will conduct any inspections as directed by the Housing Trust Fund Corporation.

C. Resources

Recognizing that the improvements of Main Street will require ongoing effort, the Local Program Administrator and the Town of Riverhead will continue to seek additional resources to commit to redevelopment of Main Street.

Exhibit A

Program Summary and Description of Target Area

The Riverhead Central Business District Main Street Program is located in the Town of Riverhead. The target area is the Riverhead Central Business District.

Riverhead Business Improvement District will administer a program that will restore a vacant historic theatre into a state of the art center for the performing arts and provide facade renovations in the core business district area.

The program will renovate facades of ten commercial units.

The program will provide a Downtown Anchor Grant towards one civic/community unit.

~~No~~ building renovations will be addressed with this grant. *JC*

No streetscape enhancements will be addressed with this grant

Local Program Administrator: Riverhead Business Improvement District

Local Program: Riverhead Central Business District Main Street Program

Exhibit C Program Budget

	NYMS	Other	Total
ADMINISTRATIVE COSTS			
Personal Services (staff salaries/fringe)		\$15,000	\$15,000
1. Total Personal Services		\$15,000	\$15,000
Other Than Personal Services (OTPS)			
Consultant			
Printing, marketing, mailing			
Other (specify)			
Other (specify)			
2. Total OTPS		-0-	
3. Total Administrative Cost		\$15,000* Town of Riverhead	\$15,000
PROGRAM COSTS			
Architectural/ Engineering fees		\$612,600	\$612,600
Other professional services			
Permits and legal fees		\$24,000	\$24,000
Financing fees			
Testing and assessment			
Other pre-development (specify):			
4. Total Pre-development		\$636,600	\$636,600
Construction Costs (Specify):		\$9,873,400	\$9,873,400
Facades	\$50,000	\$987,340	\$1,037,340
Interior renovation	\$150,000	\$8,886,060	\$9,036,060
Other building construction expenses			
Streetscape improvements			
Fixtures and furnishings	-0-	\$250,000 (NYS)	\$250,000
5. Total Construction	\$200,000	\$10,460,000	\$10,660,000
6. Total Program Costs			
7. Total (Sum of Items 3 - 6)	\$200,000	\$10,475,000	\$10,675,000
If more space is needed please provide an attachment labeled Exhibit 5.			

2004/10/47

Exhibit D Program Schedule

Program Implementation Schedule	Date
A. Completion of Marketing and Outreach	3 / 31 / 05 M D Y
B. Acceptance and review of local applications	5 / 30 / 05 M D Y
C. Selection of specific activities	7 / 31 / 05 M D Y
D. Coordinated Review w/ SHPO	9 / 30 / 05 M D Y
E. Completion of Environmental Reviews	9 / 30 / 05 M D Y
F. Obtain local approvals	12 / 31 / 05 M D Y
G. Project Construction	1 / 1 / 06 M D Y
H. Project Completion	6 / 31 / 06 M D Y
I. All Program/Project Close-Out Reports Submitted	12 / 31 / 06 M D Y
J. Marketing and Occupancy	12 / 31 / 06 M D Y

JAN 4 2007

EXHIBIT E

DECLARATION

This Declaration is made and executed this _____ day of _____, 200__.

WHEREAS, the undersigned is/are the owner(s) ("Owner") of the premises described in Schedule A attached hereto and made a part hereof ("Premises"); and

WHEREAS, the Owner acknowledges that the Premises have been improved with moneys provided by the New York State Housing Trust Fund Corporation ("HTFC") under its New York Main Street revitalization program ("Program").

NOW, THEREFORE, the Owner hereby declares that for a period of seven (7) years ("Regulatory Period") commencing as of the date hereof and terminating _____, 20__, ("Termination Date"), the Premises shall at all times be maintained in good operating order and condition, and all necessary repairs, renewals, replacements, additions and improvements shall, from time to time, be promptly made. Furthermore, during the Regulatory Period the Owner hereby declares the Premises shall not be moved, demolished or altered without the prior written consent of the HTFC. The Owner also hereby declares that, if the Premises contain residential units that were improved under the Program and such improved units become vacant during the Regulatory Period, they shall be marketed, and made affordable, to persons of low income as defined under Articles XVI-A and XVII-B of the New York Private Housing Finance Law.

This Declaration shall be subordinate to a first mortgage granted to the Owner by a lending institution authorized to conduct business in the State of New York.

All the grants, covenants, terms, provisions and conditions herein shall run with the land, binding all subsequent owners, encumbrances and tenants of the Premises.

This Declaration shall automatically lapse on the Termination Date unless extended in writing and recorded in the Office of the Clerk of the County in which the premises are located.

IN WITNESS WHEREOF, this instrument has been signed the day and year set forth above.

OWNER(S): _____

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

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

NOTARY PUBLIC

EXHIBIT F

NEW YORK MAIN STREET
PROPERTY RELEASE

For valuable consideration received, I, _____ (print name), give to the New York State Housing Trust Fund Corporation ("HTFC"), the unrestricted right to use, for any lawful purpose, any photographs taken of the property listed below, which I own and/or for which I have the authority to grant such permission, and to use my name in connection therewith if it so chooses.

I release and discharge HTFC from any and all claims or causes of action arising from the use of such photographs, including without limitation claims for libel or invasion of privacy.

I am eighteen years of age or older. I have read this release and understand its contents. This release is binding upon me, my heirs, successors and assigns.

Property:

Dated:

Witness: _____

Address: _____

Signed: _____

3/7/06

Town of Riverhead
Resolution # 213

Adopted

Authorizes Supervisor to Execute Agreement

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

WHEREAS, the Town of Riverhead received title from the County of Suffolk to a parcel of property known as 0600-81-2-24 by quitclaim deed dated April 22, 2005 and recorded June 27, 2005; and

WHEREAS, the Town of Riverhead is restricted in its use of the subject property exclusively for affordable housing purposes; and

WHEREAS, the Town of Riverhead is required to construct an affordable housing unit on the subject property within three (3) years from the date of the deed for sale to a purchaser whose total annual household income from all sources does not exceed the income eligibility guidelines established by the Suffolk County Community Development Director, or \$71,100 for a household of four based on current HUD income limits for Suffolk County; and

WHEREAS, the Town of Riverhead is required to sell the affordable unit for not greater than the sales price established by the Suffolk County Director of Community Development, or \$222,000 based on 60% of the SONYMA purchase price limit as required under Suffolk County law; and

WHEREAS, the Town of Riverhead established a sales price of \$177,000 as the maximum affordable price for a household of four in 2005 and, in addition, included in this price the cost of demolition of the dilapidated structure located on the property at the time of transfer to the Town and the subject of great concern to the Town Fire Marshal; and

WHEREAS, the purchasers are restricted in their use of the property as a principal residence for twenty (20) years and are subject to recapture provisions stipulated in the Rider to the Agreement as attached; and

WHEREAS, by Resolution #812 of 8/16/05, the Town Board authorized the Supervisor to execute a Construction Contract with NF Management, Inc. for the lot clearance and construction of the single family dwelling unit, said unit to be purchased upon completion by a qualified first-time homeowner occupant approved by the Town of Riverhead in compliance with the stipulations of Suffolk County in the transfer deed as outlined above.

THE VOTE

Dunleavy yes ___ no Bartunek yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

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

THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute the attached Contract and Rider for sale of property located at 173 Horton Ave., Riverhead and known as SCTM #0600-81-2-24 to Roberto and Daisy Salcedo; and

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Roberto and Daisy Salcedo, 5873 Sound Ave., Riverhead, and Andrea Lohneiss.

DUNLEAVY YES ___ NO BARTUNEK YES ___ NO
BLASS YES ___ NO DENSIESKI YES ___ NO
CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

PURCHASE AGREEMENT

Lot No. _____ Model _____ Date _____

Seller: **NF MANAGEMENT, INC. ("Seller")**

Address: Post Office Box 696, Aquebogue, New York 11931 , New York 11931

Owner: **TOWN OF RIVERHEAD ("Town")**

Address: 200 Howell Avenue, Riverhead, New York 11901

Administrator: **TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY ("CDA")**

Address: 200 Howell Avenue, Riverhead, New York 11901

Purchasers: Roberto Salcedo and Daisy Salcedo ("Purchasers")

Present Address: 5872 Sound Avenue, Riverhead, NY 11901

Seller and Purchasers agree as follows:

1) **DESCRIPTION of HOUSE ,AND LOT** - Town and Seller shall sell to Purchasers and Purchasers shall buy from Town and Seller a house constructed according to the plans and specs annexed hereto as Exhibit to be built by Seller on a parcel of land owned by Town known as 173 Horton Avenue, Riverhead, New York, (Specifically: Tax Map Designation: 0600-81-2-24) and more fully described in Schedule A annexed hereto, and

The House and Lot shall include only those items set forth above and on the Disclosure and Disclaimer Statement annexed hereto and made a part hereof.

2) **PURCHASE PRICE** - the price for the Premises is \$ 177,000.00

which shall be paid by Purchasers to Seller as follows:

(a) At the time purchasers signs this contract (inclusive of payments previously made by Purchasers, if any, as a non-binding reservation deposit) \$ -0-

(b) At the time of Closing \$ 177,000.00

All payments towards the purchase price made by Purchasers to Seller prior to commencement of construction shall from time to time and at Seller's choice, be either deposited in escrow, bonded or secured by a Letter of Credit until the earlier of Closing or cancellation of this contract. All payments at Closing by Purchasers shall be in cash, good Certified Check or Official Bank check originally drawn on a New York bank directly to the order of the Seller and shall be accepted subject to collection. Any payment not made by Purchasers within 5 days after its due date shall be deemed a major default by Purchasers under this contract.

3) **CHANGES** - In building the House and performing any other work at the Premises, Seller reserves the right to: (a) determine, with approval of CDA, the location and design of the house and make changes or substitutions of materials or construction for items as set forth in the building plans, provided any such changes are of substantially similar or better quality, and are approved by CDA; (b) determine the grading and landscaping of the Lot to fit into the general pattern of the development; (c) determine elevation and location of foundations

(including reversal of House layout), walks, driveways, and streets to conform with topographical conditions; (d) fix the location 'and setbacks of a House' within the Lot lines and (e) determine whether trees, shrubs and other plant life currently on the Lot are to be removed.

Seller shall notify Purchasers of any major changes, specifications, deviations, additions or deletions which are beyond the scope of those set forth in subsections (a) through (e) above ("Extraordinary Changes"). If Seller notifies Purchasers in writing of any Extraordinary Changes Purchasers shall be deemed to have approved of same, unless Seller receives Purchasers' written disapproval thereof within 10 days from date of the notice by Seller. Upon receipt of Purchasers' disapproval, Seller may, within 30 days thereafter give Purchasers written notice withdrawing its proposed Extraordinary Changes and shall thereafter continue with its development activities without them. If Seller fails to give Purchasers such notice of withdrawal within such 30 day period, Purchasers may declare this contract null and void by so notifying Seller in writing delivered to Seller no later than 45 days after having delivered Seller the original notice of disapproval, whereupon Seller shall promptly return to Purchasers all monies paid by Purchasers to Seller on account of the purchase price and thereafter no party to this contract shall have any further liability or obligation to any other party hereunder.

4) GOVERNMENTAL REQUIREMENTS - If after the date of this contract, any law or governmental authority requires any substitutions, changes or additions in any part of the construction of the House, the materials used in construction, of the manner of construction or any other aspect of development of the Premises, then the actual cost of such substitution, change or addition shall be added to the price of the Premises and shall be payable by Purchasers to Seller at Closing (defined below), provided however, that if the amount of such additional cost exceeds \$1,000 then Purchasers may cancel this contract and receive a full refund of all payments made to Seller on account of the purchase price. However, such right to cancel this contract shall automatically terminate if Purchasers fails to give written notice of cancellation to Seller within 10 days after Seller informs Purchasers of the amount of the additional expense.

5) CLOSING DATE; CLOSING DELAYS BY SELLER - The act of transferring ownership of the Premises in return for payment in full of the purchase price and all other sums due from Purchasers under this contract is known as "Closing", and shall take place at such time and place and on such date as Seller shall designate to Purchasers on not less than 10 days prior written notice (the "Notice for Closing"). Seller shall have the right, from time to time, to adjourn such date and time for Closing on written notice to Purchasers. If the Closing is adjourned by Seller, then Seller shall, by a new Notice- for Closing, fix a new date and time for Closing and shall give Purchasers not less than 10 days prior written notice of the new scheduled date and time for Closing. If this contract is subject to Purchasers' ability to obtain a mortgage loan, Seller may delay construction of the House until after unconditional approval of Purchasers' mortgage loan application has been issued and Purchasers has signified acceptance of the mortgage loan as required by the lender. If due to circumstances beyond Seller's control, including but not limited to material shortages, labor troubles, public utility delay, intervention of public authority, Act of God or national emergency, Closing has not taken place within 12 months after the date of this contract, either Seller or Purchasers may cancel this contract whereupon Seller shall refund to Purchasers all payments made by Purchasers to Seller towards the purchase price of the Premises. Thereafter, this contract shall be deemed cancelled and no party shall have any further liability to any other party under this contract.

6) MORTGAGE LOAN - Purchasers shall apply for a mortgage loan from a lender designated in writing by CDA (the "Lender") in the sum of \$ 177,000.00 to be repaid over a period of 33 years or less at such

fixed or fluctuating rate of interest which such Lender may lawfully charge and subject to such other terms and conditions as the Lender may lawfully require. CDA hereby designates as the Lender to which Purchasers' mortgage loan application is to be made. Not later than 5 days after the date of this contract, Purchasers shall complete and submit an accurate application for the mortgage loan together with such financial and other information as the Lender may require from time to time and do all things necessary on Purchasers' part to qualify for, obtain and close such mortgage loan. Lender's written approval to grant Purchasers a mortgage loan in the amount and for the time period set forth in this paragraph is hereafter referred to as the "Commitment".

THIS MORTGAGE CONTINGENCY PROVISION IS ONLY APPLICABLE IF PURCHASERS APPLIES FOR THE LOAN TO THE LENDER DESIGNATED BY TOWN OF RIVERHEAD CDA. ALTHOUGH PURCHASERS IS FREE TO OBTAIN A MORTGAGE LOAN FROM ANY OTHER LENDER, THIS CONTRACT WILL NOT BE CONTINGENT UPON PURCHASERS'S ABILITY TO OBTAIN A MORTGAGE LOAN COMMITMENT OR MORTGAGE LOAN FROM ANY LENDER NOT DESIGNATED BY CDA, AND PURCHASERS MAY NOT CANCEL THIS CONTRACT BECAUSE HE CANNOT OBTAIN A MORTGAGE LOAN FROM A DIFFERENT LENDER. NEITHER TOWN NOR SELLER NOR CDA REPRESENTS THAT IT CAN OR WILL PROVIDE OR OBTAIN A MORTGAGE LOAN FOR PURCHASERS.

The mortgage loan contingency contained in this Article (7) shall be deemed fulfilled, and this contract shall be considered firm and binding on Purchasers even though the Commitment may contain conditions required to be satisfied by Purchasers including, but not limited to, proofs and confirmations regarding (i) the credit-worthiness of Purchasers or any co-applicant, (ii) existing bank accounts of Purchasers or any co-applicant and any balances thereof, (iii) employment of Purchasers or any co-applicant, (iv) sale of any asset required to be sold by Purchasers or any co-applicant, (v) satisfaction of a debt by Purchasers or any co-applicant as a prerequisite for the loan, and (vi) the condition of the Premises. THE RISK OF BEING ABLE TO COMPLY WITH ALL CONDITIONS OF THE COMMITMENT IN SUFFICIENT TIME TO BE ABLE TO CLOSE TITLE AT THE TIME, PLACE AND DATE SET FORTH IN SELLER'S NOTICE FOR CLOSING, IS EXCLUSIVELY ON PURCHASERS, AND THE FAILURE OF THE LENDER TO FUND THE LOAN BECAUSE OF PURCHASERS'S FAILURE TO COMPLY WITH ALL CONDITIONS OF THE COMMITMENT, REGARDLESS OF CIRCUMSTANCE, SHALL NOT EXCUSE PURCHASERS FROM CLOSING TITLE AND PAYING THE BALANCE OF ALL SUMS DUE UNDER THIS CONTRACT ON THE DATE SET FORTH IN SELLER'S NOTICE FOR CLOSING. If the Commitment is conditioned upon execution of the mortgage loan documents by a co-borrower, the entire risk of the failure of such co-borrower to co-sign the mortgage loan documents shall be upon Purchasers.

Within five (5) days after Lender issues its Commitment, the Purchasers shall

- a) accept the Commitment and pay all application, origination, commitment; appraisal, and other fees and charges as and when required by the Commitment; and (if a copy of the Commitment is not sent directly by Lender to CDA and the Seller), and
- (b) send to CDA and the Seller a true and complete copy of the Commitment.

If the Commitment expires prior to the Closing, Purchasers must obtain renewal or extension of the Commitment period through the Closing of title and pay any fees and charges required to so renew or extend the Commitment.

If required by the Lender, Purchasers shall also pay in full and discharge, prior to Closing, all outstanding obligations and judgments. Purchasers hereby authorizes release to Town, CDA, Seller and/or Lender, all financial; employment, personal, business, occupational and other information relative to Purchasers's mortgage loan application. Purchasers shall sign such authorization forms as may be required from time to time to obtain release or verification of such information.

If the Lender fails to issue its Commitment to Purchasers within 60 days after the date of this contract, either Purchasers, CDA or Seller may cancel this contract only if at the time notice of cancellation is given, the Lender has still not issued its Commitment to grant the mortgage loan. Notwithstanding the foregoing, it is an express condition to Purchasers' right to cancel that Purchasers has strictly complied with all obligations imposed on Purchasers under this contract or by the Lender with respect to Purchasers' mortgage loan application. To cancel, the canceling party must give **written notice of cancellation** to the other party, whereupon there shall be refunded to Purchasers all payments made by Purchasers on account of the purchase price of the Premises. Thereafter, this contract shall be deemed cancelled and no party to this contract, shall have any further liability or obligation to any other in connection with this contract or transaction.

7) DEED AND ENCUMBRANCES UPON OWNERSHIP - The deed to be given by Town to Purchasers at Closing shall be the usual Bargain and Sale with Covenant against Grantor's Acts deed, but subject, nevertheless, to the matters set forth in sub-paragraphs (a) through (f) below which need not be recited in the deed given at Closing but shall survive Closing, and Town's covenant in the deed against encumbrances shall be deemed modified accordingly. The deed shall be duly executed and acknowledged by Town in proper statutory form for recording (except for payment of the New York State transfer tax), so as to convey to Purchasers fee simple title to the Premises, free and clear of all liens and encumbrances, except as herein stated, and shall also contain the covenant required by subdivision 5 of Section 13 of the Lien Law. Town shall give and Purchasers shall accept such title and deed description of the Premises subject to the liens, encumbrances and other matters set forth in this contract, as Equity Abstract Corp., 1380 Roanoke Avenue, Riverhead, New York ("Equity") is willing to approve and insure without additional premium. At Purchasers' sole discretion, Purchasers may obtain title insurance from any title insurance company or Purchasers may decline to obtain any title insurance at all. HOWEVER, NEITHER TOWN NOR SELLER SHALL BE OBLIGATED TO CAUSE PURCHASERS'S TITLE COMPANY (IF OTHER THAN EQUITY), TO OMIT ANY EXCEPTION TO TITLE IF EQUITY IS WILLING TO INSURE, WITHOUT ADDITIONAL PREMIUM, PURCHASERS'S TITLE WITHOUT SUCH EXCEPTION OR AGAINST ENFORCEMENT OF SUCH EXCEPTION. Purchasers shall be responsible to pay the title company the entire premium for Purchasers' title insurance, and shall also pay the applicable New York State transfer tax. The sale and transfer of ownership of the Premises to Purchasers shall, even though not stated in the deed, be subject to:

(a) Ordinances, rules, regulations, requirements and approvals of applicable governmental authorities, provided not violated by the dwelling to be constructed.

(b) Such state of facts as shown on the Lot survey attached hereto. If no survey is attached to this contract, then the sale and transfer shall be subject to any state of facts which an accurate survey of the Premises as they appear on the date of Closing may show, provided title is not rendered unmarketable.

(c) Rights for installation, use and/or maintenance of easements and rights of way for utilities, sewer, cable television, drainage, scenic purposes, screening and planting which have already been granted or may be granted after this contract is signed or after Closing, provided they do not prevent use of the Premises for one-family residence purposes.

(d) Declarations, covenants, restrictions, reservations, exceptions, easements and agreements which have been recorded, or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of the Premises as a one family residence.

(e) Reservations by Town or CDA of ownership of streets abutting the Premises, provided access from the Premises over such streets to the nearest public highway is given Purchasers until the

streets are offered and accepted for dedication by the appropriate municipality.

(f) Unpaid taxes and liens., provided the title insurance company shall insure against collection of same out of the Premises.

(g) Equity 'Sharing Covenants and Restrictions in form annexed hereto' as Schedule A and made a part hereof.

8) EQUITY SHARING COMMITMENT BY PURCHASERS - Purchasers understands that the Premises are being sold to Purchasers at a price which is substantially below their true market value, as part of a special affordable housing program sponsored by the Town. Purchasers further understands that Purchasers' selection to participate in this program is based, in part, upon Purchasers' intention to make the Premises his permanent residence, and that restrictions will be imposed upon the transfer or abandonment of the Premises by Purchasers within 15 years after Closing. At Closing, Purchasers shall assume by written instrument in recordable form the an Equity Sharing Mortgage in the form annexed and made a part of this Purchase Agreement as Schedule A.

9) CONDITION OF PREMISES ON CLOSING DATE - Seller and Purchasers shall close title even though there are things remaining to be done be Seller at the Premises, provided a Certificate of Occupancy for the House has been issued and Seller gives Purchasers a written list at Closing which sets forth the incomplete items and provides for completion within three (3) months after Closing, weather and circumstances permitting. Purchasers and CDA shall be provided by Seller with an opportunity to inspect the Premises prior to Closing. This paragraph shall survive delivery of the deed.

10) ENCUMBRANCES EXISTING AT CLOSING.- If there is anything affecting the sale which Town, CDA or Seller is obligated to pay and discharge, Seller may use any portion of the balance of the purchase price to discharge it at Closing. As an alternative Seller and/or CDA may deposit money with or do whatever other acts may be required by Equity Abstract Corp. so that it is willing to insure Purchasers' title clear of the matter or is willing to insure against enforcement or collection out of the Premises.

11) INABILITY OF TOWN TO TRANSFER OWNERSHIP - If Town is unable to transfer ownership of the Premises in accordance with this contract, Seller, Town and CDA shall only be liable to Purchasers for the return to Purchasers of all payments made by Purchasers to seller towards the purchase price of the Premises. Thereafter, this contract shall be deemed cancelled and no party to this contract shall have any further liability to any other party under this contract. Neither CDA, Town nor Seller shall be required to commence any action or proceeding or incur any expense in order to remove the condition which prevents Town from transferring ownership of the Premises in accordance with this contract.

12) LACK of LABOR/MATERIALS o SELLER'S RIGHT TO CANCEL - Seller may cancel this contract by forwarding a refund in the full amount paid by the Purchasers to Seller on account of the purchase price together with a notice in writing, addressed to the Purchasers at the address hereinabove set forth in the event of the occurrence of either of the following: (1) that any governmental bureau, department or sub-division thereto shall impose restrictions on the manufacture, sale, distribution and/or use of materials from its regular suppliers or from

using same in the construction and/or completion of the House; or (2) that the Seller is unable to obtain materials from its usual sources due to strikes, lockouts, war, military operations and requirements or national emergencies, or the installation of public utilities is restricted or curtailed.

13) **PURCHASERS MAY NOT TAKE POSSESSION OF THE PREMISES PRIOR TO CLOSING** Neither Purchasers nor anyone acting on Purchasers' behalf may enter or take possession of and part of the Premises prior to Closing. . This prohibition is regarded by Seller as extremely important and violation by Purchasers shall constitute a major default by Purchasers under this contract.

14) **SELLER'S OBLIGATIONS END AT CLOSING** - The delivery of the deed for the Premises to Purchasers or Purchasers' representative at Closing shall be deemed to mean that all things required to be done by Town, CDA and Seller under this contract have been done and that Purchasers shall not claim otherwise except as to those things, if any, which are specifically stated in this contract or in a separate writing signed by Seller or Seller's attorney on Seller's behalf, to survive or continue beyond Closing or delivery of the deed.

15) **NO BROKER CONSULTED BY PURER** - Purchasers warrants that Purchasers did not employ or consult with any broker or agent other than those employed by Seller in connection with this transaction. This paragraph shall survive delivery of the deed.

16) **PAPERS TO BE DELIVERED TO PURCHASERS AT CLOSING** - At the time of Closing, the following papers shall be delivered to Purchasers:

(a) Certificate of Occupancy for the Premises

(b) New York Board of Fire Underwriter's Certificate, if available, for the Premises

(c) Builder's warranty in accordance with the General Business Law of the State of New York

17) **ASSIGNMENT OR RECORDING PROHIBITED** - This contract may not be assigned by Purchasers nor recorded in any county clerk's office by Purchasers or anyone on Purchasers' behalf.

18) **ADDITIONAL MONEY TO BE PAID BY PURCHASERS AT CLOSING** - At closing, Purchasers shall pay, or reimburse to Seller if Seller has already made payment, in addition to all other sums payable and reimbursable elsewhere under this contract, all charges for (a) inspections, (b) appraisals, (c) survey and surveying services, (d) title examination and policy insuring the lender's interest, (e) lender's attorneys fees for preparation of all loan documents, (f) all commitment fees, points, origination fees and ether fees and charges (howsoever characterized) imposed or exacted by the lender in connection with the mortgage loan, (g) mortgage recording taxes, (h) governmental charges which may be assessed on account of the mortgage loan, (i) New York State real estate transfer tax on the deed, (j) all recording and filing charges payable to any public official (including Community Preservation Tax) and (k) water tap and connection fees, water meter deposit, water vault, water meter reading equipment and water test fees.

Purchasers shall also apportion with Seller as of the end of the day prior to Closing, and pay to Seller at Closing the apportioned amount due for taxes, sewer use and water use. Purchasers shall also pay the deposits required by -the lender to establish the estimated or escrow fund for future payments of taxes, fuel oil, and insurance premiums (if applicable).

If through no fault of Seller, Purchasers fails for any reason to close title within 7 days after the date originally scheduled for Closing or the later date(if applicable) to which Seller adjourned the Closing, all of the aforementioned apportionments shall be made as of midnight of the day preceding (i) the date originally scheduled for Closing or (ii) Seller's adjourned Closing date (as the case may be). In addition, Purchasers shall pay to Seller at or prior to the actual

Closing an amount equal to four one-hundredths of one percent (.04%) (which equals an annual rate of 14.6%) of the purchase price for the Premises for each day beyond such originally scheduled or Seller's adjourned Closing date, to and including the date of actual Closing, for reimbursement and defrayal of Seller's carrying costs and other charges, which amount Purchasers acknowledges to be reasonable and proper.

19) EXTRA WORK AND EXTRA ITEMS ORDERED BY PURCHASERS - Any work or items ordered by Purchasers which are not included in the plans or standard model of the House shall, except as may otherwise be provided in this contract or in a writing signed by Seller, be paid for in full by Purchasers at the time they are ordered. However the failure of Seller to perform or supply and install such work or items shall not entitle Purchasers to cancel this contract. Purchasers' only right in the event of Seller's failure to perform such extra work or supply and install such extra items is to receive a refund or credit at the time of Closing equal to the total payments made to Seller for such extra work or extra items.

20) OPTIONS AND COLOR SELECTIONS - Any choices given by Seller to Purchasers in colors, products, materials, design, features and similar matters shall be made by Purchasers in writing at Seller's office or model site, within 10 days after notification to Purchasers to make such choices. If there is anything as to which Purchasers has a choice, and Purchasers fails to inform Seller of Purchasers' choice within such 10 day time period, then Seller may make the choice on Purchasers' behalf and Purchasers shall accept such choice so made by Seller as if originally made by Purchasers. No claim or objection to Closing shall be made by Purchasers because of any choice made by Seller in any case where Purchasers failed to give Seller timely notice of Purchasers' choice.

21) ACKNOWLEDGEMENT THAT THERE ARE NO OTHER UNDERSTANDINGS; CHANGES -This contract contains the final and entire understanding and agreement between Seller and Purchasers, and neither Seller nor Purchasers shall be bound by any terms, conditions, statements, or representations, oral or written, not set forth in this contract. Any notice to be given hereunder shall be in writing and shall be sent by regular mail to the respective parties at the addresses first above given for each or at such other address as any party may hereafter designate to the others in writing. Any changes to this contract, must be in writing and signed by the party to be bound, and must also be authorized by the CDA.

22) PURCHASERS' DEFAULT - If Purchasers fails to appear and close title in accordance with this contract on the date and at the time and place stated in Seller's notice to Purchasers for Closing, or if Purchasers fails to observe or perform any other thing to be observed or performed by Purchasers, Seller may send Purchasers a written notice of default giving Purchasers, in the case of a default based upon failure to close title, 30 days from the date of such notice to cure such default by closing title, and in the case of all other defaults, 10 days from the date of such notice to cure any other default. Upon Purchasers' failure to cure such default within such 30 day or 10 day period (as the case may be), this contract shall, at Seller's option, be deemed cancelled and Seller shall have the right to retain as and for liquidated damages, all sums paid; by Purchasers to Seller on account of the purchase price inclusive of all extra work and extra items ordered by Purchasers. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SUCH 30 DAY PERIOD FOR DEFAULT BASED ON FAILURE TO CLOSE AND WITHIN SUCH 10 DAY PERIOD FOR ALL OTHER DEFAULTS. Upon cancellation of this contract for Purchasers' failure to cure any such default, Seller shall be released and discharged of all liability and obligations to Purchasers under this contract. Thereafter the Premises may be sold or disposed of as though this contract had never existed and without any accounting to Purchasers for the proceeds of any subsequent sale. The foregoing remedy shall be in addition to any and all other remedies available to Seller under

this contract or at law for any default by Purchasers under this contract.

23) **MORE THAN ONE PURCHASERS; AUTHORITY TO SIGN** - If 2 or more persons are named as Purchases in this contract, any one of them is hereby made agent for the other in all matters of any and every kind or nature with respect to the Premises and/or this contract. The act, assent, election or approval by ore shall conclusively constitute the act, assent, election and approval by all.

24) **CDA NOT RESPONSIBLE** - It is hereby understood and agreed by Purchasers that Seller is solely responsible for all construction, labor, materials and workmanship, and that comments and complaints concerning such mattes shall be directed to the Seller.

25) **CHANGE AFFECTING QUALIFICATION FOR AFFORDABLE HOUSING PROGRAM** - Purchasers shall give immediate written notice to Seller and CDA of any Change in financial status or other change which may affect the ability of Purchasers to qualify for the Affordable Housing Program. If it is determined by CDA in its sole discretion that Purchasers does not qualify, or having qualified, no longer qualifies, for the Affordable Housing Program, CDA may unilaterally cancel this contract by giving written notice of cancellation to Purchasers. Thereafter, upon sale and closing of the House to another, all payments made by Purchasers on account of the purchase price shall be refunded and neither Purchasers, nor Seller, nor Town, nor CDA shall thereafter have any further obligation, responsibility or liability to each other under this contract or relative to this transaction. It is understood and agreed that Purchasers shall not hold Seller responsible or liable in any way, nor shall Purchasers make any claim against Seller, arising out of or in any way attributable to any determination, action or omission by Town or CDA regarding Purchasers' eligibility for the Affordable Housing Program, or any other aspect of such program.

THE ATTORNEYS REPRESENTING THE SELLER OR ANY LENDER REPRESENT SUCH PARTIES ONLY AND NOT SHE PURCHASERS. THE PURCHASERS MAY RETAIN INDEPENDENT COUNSEL AT PURCHASERS'S OWN EXPENSE IN ORDER TO PROTECT PURCHASERS'S OWN INTEREST.

IN WITNESS WHEREOF the parties hereto have executed this Purchase Agreement as of the day and year first above written.

NF MANAGEMENT, INC.

BY: _____

TOWN of RIVERHEAD

BY: _____

RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

BY: _____

Purchasers:

PURCHASE AGREEMENT

Lot NO. _____ Model _____ Date _____

Seller: **NF MANAGEMENT, INC. ("Seller")**

Address: Post Office Box 696, Aquebogue, New York 11931 , New York 11931

Owner: **TOWN OF RIVERHEAD ("Town")**

Address: 200 Howell Avenue, Riverhead, New York 11901

Administrator: **TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY ("CDA")**

Address: 200 Howell Avenue, Riverhead, New York 11901

Purchasers: Roberto Salcedo and Daisy Salcedo ("Purchasers")

Present Address: 5872 Sound Avenue, Riverhead, NY 11901

Seller and Purchasers agree as follows:

1) **DESCRIPTION OF HOUSE ,AND LOT** - Town and Seller shall sell to Purchasers and Purchasers shall buy from Town and Seller a house constructed according to the plans and specs annexed hereto as Exhibit to be built by Seller on a parcel of land owned by Town known as 173 Horton Avenue, Riverhead, New York, (Specifically: Tax Map Designation: 0600-81-2-24) and more fully described in Schedule A annexed hereto, and

The House and Lot shall include only those items set forth above and on the Disclosure and Disclaimer Statement annexed hereto and made a part hereof.

2) **PURCHASE PRICE** - the price for the Premises is \$ 177,000.00

which shall be paid by Purchasers to Seller as follows:

(a) At the time purchasers signs this contract (inclusive of payments previously made by Purchasers, if any, as a non-binding reservation deposit)

\$ -0-

(b) At the time of Closing

\$ 177,000.00

All payments towards the purchase price made by Purchasers to Seller prior to commencement of construction shall from time to time and at Seller's choice, be either deposited in escrow, bonded or secured by a Letter of Credit until the earlier of Closing or cancellation of this contract. All payments at Closing by Purchasers shall be in cash, good Certified Check or Official Bank check originally drawn on a New York bank directly to the order of the Seller and shall be accepted subject to collection. Any payment not made by Purchasers within 5 days after its due date shall be deemed a major default by Purchasers under this contract.

3) **CHANGES** - In building the House and performing any other work at the Premises, Seller reserves the right to: (a) determine, with approval of CDA, the location and design of the house and make changes or substitutions of materials or construction for items as set forth in the building plans, provided any such changes are of substantially similar or better quality, and are approved by CDA; (b) determine the grading and landscaping of the Lot to fit into the general pattern of the development; (c) determine elevation and location of foundations

(including reversal of House layout), walks, driveways, and streets to conform with topographical conditions; (d) fix the location and setbacks of a House within the Lot lines and (e) determine whether trees, shrubs and other plant life currently on the Lot are to be removed.

Seller shall notify Purchasers of any major changes, specifications, deviations, additions or deletions which are beyond the scope of those set forth in subsections (a) through (e) above ("Extraordinary Changes"). If Seller notifies Purchasers in writing of any Extraordinary Changes Purchasers shall be deemed to have approved of same, unless Seller receives Purchasers' written disapproval thereof within 10 days from date of the notice by Seller. Upon receipt of Purchasers' disapproval, Seller may, within 30 days thereafter give Purchasers written notice withdrawing its proposed Extraordinary Changes and shall thereafter continue with its development activities without them. If Seller fails to give Purchasers such notice of withdrawal within such 30 day period, Purchasers may declare this contract null and void by so notifying Seller in writing delivered to Seller no later than 45 days after having delivered Seller the original notice of disapproval, whereupon Seller shall promptly return to Purchasers all monies paid by Purchasers to Seller on account of the purchase price and thereafter no party to this contract shall have any further liability or obligation to any other party hereunder.

4) GOVERNMENTAL REQUIREMENTS - If after the date of this contract, any law or governmental authority requires any substitutions, changes or additions in any part of the construction of the House, the materials used in construction, of the manner of construction or any other aspect of development of the Premises, then the actual cost of such substitution, change or addition shall be added to the price of the Premises and shall be payable by Purchasers to Seller at Closing (defined below), provided however, that if the amount of such additional cost exceeds \$1,000 then Purchasers may cancel this contract and receive a full refund of all payments made to Seller on account of the purchase price. However, such right to cancel this contract shall automatically terminate if Purchasers fails to give written notice of cancellation to Seller within 10 days after Seller informs Purchasers of the amount of the additional expense.

5) CLOSING DATE; CLOSING DELAYS BY SELLER - The act of transferring ownership of the Premises in return for payment in full of the purchase price and all other sums due from Purchasers under this contract is known as "Closing", and shall take place at such time and place and on such date as Seller shall designate to Purchasers on not less than 10 days prior written notice (the "**Notice for Closing**"). Seller shall have the right, from time to time, to adjourn such date and time for Closing on written notice to Purchasers. If the Closing is adjourned by Seller, then Seller shall, by a new Notice- for Closing, fix a new date and time for Closing and shall give Purchasers not less than 10 days prior written notice of the new scheduled date and time for Closing. If this contract is subject to Purchasers' ability to obtain a mortgage loan, Seller may delay construction of the House until after unconditional approval of Purchasers' mortgage loan application has been issued and Purchasers has signified acceptance of the mortgage loan as required by the lender. If due to circumstances beyond Seller's control, including but not limited to material shortages, labor troubles, public utility delay, intervention of public authority, Act of God or national emergency, Closing has not taken place within 12 months after the date of this contract, either Seller or Purchasers may cancel this contract whereupon Seller shall refund to Purchasers all payments made by Purchasers to Seller towards the purchase price of the Premises. Thereafter, this contract shall be deemed cancelled and no party shall have any further liability to any other party under this contract.

6) MORTGAGE LOAN - Purchasers shall apply for a mortgage loan from a lender designated in writing by CDA (the "**Lender**") in the sum of \$ 177,000.00 to be repaid over a period of 33 years or less at such

fixed or fluctuating rate of interest which such Lender may lawfully charge and subject to such other terms and conditions as the Lender may lawfully require. CDA hereby designates as the Lender to which Purchasers' mortgage loan application is to be made. Not later than, 5 days after the date of this contract, Purchasers shall complete and submit an accurate application for the mortgage loan together with such financial and other information as the Lender may require from time to time and do all things necessary on Purchasers' part to qualify for, obtain and close such mortgage loan. Lender's written approval to grant Purchasers a mortgage loan in the amount and for the time period set forth in this paragraph is hereafter referred to as the "Commitment".

THIS MORTGAGE CONTINGENCY PROVISION IS ONLY APPLICABLE IF PURCHASERS APPLIES FOR THE LOAN TO THE LENDER DESIGNATED BY TOWN OF RIVERHEAD CDA. ALTHOUGH PURCHASERS IS FREE TO OBTAIN A MORTGAGE LOAN FROM ANY OTHER LENDER, THIS CONTRACT WILL NOT BE CONTINGENT UPON PURCHASERS'S ABILITY TO OBTAIN A MORTGAGE LOAN COMMITMENT OR MORTGAGE LOAN FROM ANY LENDER NOT DESIGNATED BY CDA, AND PURCHASERS MAY NOT CANCEL THIS CONTRACT BECAUSE HE CANNOT OBTAIN A MORTGAGE LOAN FROM A DIFFERENT LENDER. NEITHER TOWN NOR SELLER NOR CDA REPRESENTS THAT IT CAN OR WILL PROVIDE OR OBTAIN A MORTGAGE LOAN FOR PURCHASERS.

The mortgage loan contingency contained in this Article (7) shall be deemed fulfilled, and this contract shall be considered firm and binding on Purchasers even though the Commitment may contain conditions required to be satisfied by Purchasers including, but not limited to, proofs and confirmations regarding (i) the credit-worthiness of Purchasers or any co-applicant, (ii) existing bank accounts of Purchasers or any co-applicant and any balances thereof, (iii) employment of Purchasers or any co-applicant, (iv) sale of any asset required to be sold by Purchasers or any co-applicant, (v) satisfaction of a debt by Purchasers or any co-applicant as a prerequisite for the loan, and (vi) the condition of the Premises. THE RISK OF BEING ABLE TO COMPLY WITH ALL CONDITIONS OF THE COMMITMENT IN SUFFICIENT TIME TO BE ABLE TO CLOSE TITLE AT THE TIME, PLACE AND DATE SET FORTH IN SELLER'S NOTICE FOR CLOSING, IS EXCLUSIVELY ON PURCHASERS, AND THE FAILURE OF THE LENDER TO FUND THE LOAN BECAUSE OF PURCHASERS'S FAILURE TO COMPLY WITH ALL CONDITIONS OF THE COMMITMENT, REGARDLESS OF CIRCUMSTANCE, SHALL NOT EXCUSE PURCHASERS FROM CLOSING TITLE AND PAYING THE BALANCE OF ALL SUMS DUE UNDER THIS CONTRACT ON THE DATE SET FORTH IN SELLER'S NOTICE FOR CLOSING. If the Commitment is conditioned upon execution of the mortgage loan documents by a co-borrower, the entire risk of the failure of such co-borrower to co-sign the mortgage loan documents shall be upon Purchasers.

Within five (5) days after Lender issues its Commitment, the Purchasers shall

a) accept the Commitment and pay all application, origination, commitment; appraisal, and other fees and charges as and when required by the Commitment; and (if a copy of the Commitment is not sent directly by Lender to CDA and the Seller), and

(b) send to CDA and the Seller a true and complete copy of the Commitment.

If the Commitment expires prior to the Closing, Purchasers must obtain renewal or extension of the Commitment period through the Closing of title and pay any fees and charges required to so renew or extend the Commitment.

If required by the Lender, Purchasers shall also pay in full and discharge, prior to Closing, all outstanding obligations and judgments. Purchasers hereby authorizes release to Town, CDA, Seller and/or Lender, all financial; employment, personal, business, occupational and other information relative to Purchasers's mortgage loan application. Purchasers shall sign such authorization forms as may be required from time to time to obtain release or verification of such information.

If the Lender fails to issue its Commitment to Purchasers within 60 days after the date of this contract, either Purchasers, CDA or Seller may cancel this contract only if at the time notice of cancellation is given, the Lender has still not issued its Commitment to grant the mortgage loan. Notwithstanding the foregoing, it is an express condition to Purchasers' right to cancel that Purchasers has strictly complied with all obligations imposed on Purchasers under this contract or by the Lender with respect to Purchasers' mortgage loan application. To cancel, the canceling party must give **written notice of cancellation** to the other party, whereupon there shall be refunded to Purchasers all payments made by Purchasers on account of the purchase price of the Premises. Thereafter, this contract shall be deemed cancelled and no party to this contract, shall have any further liability or obligation to any other in connection with this contract or transaction.

7) DEED AND ENCUMBRANCES UPON OWNERSHIP - The deed to be given by Town to Purchasers at Closing shall be the usual Bargain and Sale with Covenant against Grantor's Acts deed, but subject, nevertheless, to the matters set forth in sub-paragraphs (a) through (f) below which need not be recited in the deed given at Closing but shall survive Closing, and Town's covenant in the deed against encumbrances shall be deemed modified accordingly. The deed shall be duly executed and acknowledged by Town in proper statutory form for recording (except for payment of the New York State transfer tax), so as to convey to Purchasers fee simple title to the Premises, free and clear of all liens and encumbrances, except as herein stated, and shall also contain the covenant required by subdivision 5 of Section 13 of the Lien Law. Town shall give and Purchasers shall accept such title and deed description of the Premises subject to the liens, encumbrances and other matters set forth in this contract, as Equity Abstract Corp., 1380 Roanoke Avenue, Riverhead, New York ("Equity") is willing to approve and insure without additional premium. At Purchasers' sole discretion, Purchasers may obtain title insurance from any title insurance company or Purchasers may decline to obtain any title insurance at all. HOWEVER, NEITHER TOWN NOR SELLER SHALL BE OBLIGATED TO CAUSE PURCHASERS'S TITLE COMPANY (IF OTHER THAN EQUITY), TO OMIT ANY EXCEPTION TO TITLE IF EQUITY IS WILLING TO INSURE, WITHOUT ADDITIONAL PREMIUM, PURCHASERS'S TITLE WITHOUT SUCH EXCEPTION OR AGAINST ENFORCEMENT OF SUCH EXCEPTION. Purchasers shall be responsible to pay the title company the entire premium for Purchasers' title insurance, and shall also pay the applicable New York State transfer tax. The sale and transfer of ownership of the Premises to Purchasers shall, even though riot stated in the deed, be subject to:

(a) Ordinances, rules, regulations, requirements and approvals of applicable governmental authorities, provided not violated by the dwelling to be constructed.

(b) Such state of facts as shown on the Lot survey attached hereto. If no survey is attached to this contract, then the sale and transfer shall be subject to any state of facts which an accurate survey of the Premises as they appear on the date of Closing may show, provided title is not rendered unmarketable.

(c) Rights for installation, use and/or maintenance of easements and rights of way for utilities, sewer, cable television, drainage, scenic purposes, screening and planting which have already been granted or may be granted after this contract is signed or after Closing, provided they do not prevent use of the Premises for one-family residence purposes.

(d) Declarations, covenants, restrictions, reservations, exceptions, easements and agreements which have been recorded, or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of the Premises as a one family residence.

(e) Reservations by Town or CDA of ownership of streets abutting the Premises, provided access from the Premises over such streets to the nearest

streets are offered and accepted for dedication by the appropriate municipality.

(f) Unpaid taxes and liens., provided the title insurance company shall insure against collection of same out of the Premises.

(g) Equity 'Sharing Covenants and Restrictions in form annexed hereto' as Schedule A and made a part hereof.

8) EQUITY SHARING COMMITMENT BY PURCHASERS - Purchasers understands that the Premises are being sold to Purchasers at a price which is substantially below their true market value, as part of a special affordable housing program sponsored by the Town. Purchasers further understands that Purchasers' selection to participate in this program is based, in part, upon Purchasers' intention to make the Premises his permanent residence, and that restrictions will be imposed upon the transfer or abandonment of the Premises by Purchasers within 15 years after Closing. At Closing, Purchasers shall assume by written instrument in recordable form the an Equity Sharing Mortgage in the form annexed and made a part of this Purchase Agreement as Schedule A.

9) CONDITION OF PREMISES ON CLOSING DATE - Seller and Purchasers shall close title even though there are things remaining to be done be Seller at the Premises, provided a Certificate of Occupancy for the House has been issued and Seller gives Purchasers a written list at Closing which sets forth the incomplete items and provides for completion within three (3) months after Closing, weather and circumstances permitting. Purchasers and CDA shall be provided by Seller with an opportunity to inspect the Premises prior to Closing. This paragraph shall survive delivery of the deed.

10) ENCUMBRANCES EXISTING AT CLOSING.- If there is anything affecting the sale which Town, CDA or Seller is obligated to pay and discharge, Seller may use any portion of the balance of the purchase price to discharge it at Closing. As an alternative Seller and/or CDA may deposit money with or do whatever other acts may be required by Equity Abstract Corp. so that it is willing to insure Purchasers' title clear of the matter or is willing to insure against enforcement or collection out of the Premises.

11) INABILITY OF TOWN TO TRANSFER OWNERSHIP - If Town is unable to transfer ownership of the Premises in accordance with this contract, Seller, Town and CDA shall only be liable to Purchasers for the return to Purchasers of all payments made by Purchasers to seller towards the purchase price of the Premises. Thereafter, this contract shall be deemed cancelled and no party to this contract shall have any further liability to any other party under this contract. Neither CDA, Town nor Seller shall be required to commence any action or proceeding or incur any expense in order to remove the condition which prevents Town from transferring ownership of the Premises in accordance with this contract.

12) LACK OF LABOR/MATERIALS o SELLER'S RIGHT TO CANCEL - Seller may cancel this contract by forwarding a refund in the full amount paid by the Purchasers to Seller on account of the purchase price together with a notice in writing, addressed to the Purchasers at the address hereinabove set forth in the event of the occurrence of either of the following: (1) that any governmental bureau, department or sub-division thereto shall impose restrictions on the manufacture, sale, distribution and/or use of materials from its regular suppliers or from

using same in the construction and/or completion of the House; or (2) that the Seller is unable to obtain materials from its usual sources due to strikes, lockouts, war, military operations and requirements or national emergencies, or the installation of public utilities is restricted or curtailed.

13) **PURCHASERS MAY NOT TAKE POSSESSION OF THE PREMISES PRIOR TO CLOSING** Neither Purchasers nor anyone acting on Purchasers' behalf may enter or take possession of and part of the Premises prior to Closing. . This prohibition is regarded by Seller as extremely important and violation by Purchasers shall constitute a major default by Purchasers under this contract.

14) **SELLER'S OBLIGATIONS END AT CLOSING** - The delivery of the deed for the Premises to Purchasers or Purchasers' representative at Closing shall be deemed to mean that all things required to be done by Town, CDA and Seller under this contract have been done and that Purchasers shall not claim otherwise except as to those things, if any, which are specifically stated in this contract or in a separate writing signed by Seller or Seller's attorney on Seller's behalf, to survive or continue beyond Closing or delivery of the deed.

15) **NO BROKER CONSULTED BY PURER** - Purchasers warrants that Purchasers did not employ or consult with any broker or agent other than those employed by Seller in connection with this transaction. This paragraph shall survive delivery of the deed.

16) **PAPERS TO BE DELIVERED TO PURCHASERS AT CLOSING** - At the time of Closing, the following papers shall be delivered to Purchasers:

(a) Certificate of Occupancy for the Premises

(b) New York Board of Fire Underwriter's Certificate, if available, for the Premises

(c) Builder's warranty in accordance with the General Business Law of the State of New York

17) **ASSIGNMENT OR RECORDING PROHIBITED** - This contract may not be assigned by Purchasers nor recorded in any county clerk's office by Purchasers or anyone on Purchasers' behalf.

18) **ADDITIONAL MONEY TO BE PAID BY PURCHASERS AT CLOSING** - At closing, Purchasers shall pay, or reimburse to Seller if Seller has already made payment, in addition to all other sums payable and reimbursable elsewhere under this contract, all charges for (a) inspections, (b) appraisals, (c) survey and surveying services, (d) title examination and policy insuring the lender's interest, (e) lender's attorneys fees for preparation of all loan documents, (f) all commitment fees, points, origination fees and ether fees and charges (howsoever characterized) imposed or exacted by the lender in connection with the mortgage loan, (g) mortgage recording taxes, (h) governmental charges which may be assessed on account of the mortgage loan, (i) New York State real estate transfer tax on the deed, (j) all recording and filing charges payable to any public official (including Community Preservation Tax) and (k) water tap and connection fees, water meter deposit, water vault, water meter reading equipment and water test fees.

Purchasers shall also apportion with Seller as of the end of the day prior to Closing, and pay to Seller at Closing the apportioned amount due for taxes, sewer use and water use. Purchasers shall also pay the deposits required by the lender to establish the estimated or escrow fund for future payments of taxes, fuel oil, and insurance premiums (if applicable).

If through no fault of Seller, Purchasers fails for any reason to close title within 7 days after the date originally scheduled for Closing or the later date(if applicable) to which Seller adjourned the Closing, all of the aforementioned apportionments shall be made as of midnight of the day preceding (i) the date originally scheduled for Closing or (ii) Seller's adjourned Closing date (as the case may be). In addition, Purchasers shall pay to Seller at or

Closing an amount equal to four one-hundredths of one percent (.04%) (which equals an annual rate of 14.6%) of the purchase price for the Premises for each day beyond such originally scheduled or Seller's adjourned Closing date, to and including the date of actual Closing, for reimbursement and defrayal of Seller's carrying costs and other charges, which amount Purchasers acknowledges to be reasonable and proper.

19) EXTRA WORK AND EXTRA ITEMS ORDERED BY PURCHASERS - Any work or items ordered by Purchasers which are not included in the plans or standard model of the House shall, except as may otherwise be provided in this contract or in a writing signed by Seller, be paid for in full by Purchasers at the time they are ordered. However the failure of Seller to perform or supply and install such work or items shall not entitle Purchasers to cancel this contract. Purchasers' only right in the event of Seller's failure to perform such extra work or supply and install such extra items is to receive a refund or credit at the time of Closing equal to the total payments made to Seller for such extra work or extra items.

20) OPTIONS AND COLOR SELECTIONS - Any choices given by Seller to Purchasers in colors, products, materials, design, features and similar matters shall be made by Purchasers in writing at Seller's office or model site, within 10 days after notification to Purchasers to make such choices. If there is anything as to which Purchasers has a choice, and Purchasers fails to inform Seller of Purchasers' choice within such 10 day time period, then Seller may make the choice on Purchasers' behalf and Purchasers shall accept such choice so made by Seller as if originally made by Purchasers. No claim or objection to Closing shall be made by Purchasers because of any choice made by Seller in any case where Purchasers failed to give Seller timely notice of Purchasers' choice.

21) ACKNOWLEDGEMENT THAT THERE ARE NO OTHER UNDERSTANDINGS; CHANGES - This contract contains the final and entire understanding and agreement between Seller and Purchasers, and neither Seller nor Purchasers shall be bound by any terms, conditions, statements, or representations, oral or written, not set forth in this contract. Any notice to be given hereunder shall be in writing and shall be sent by regular mail to the respective parties at the addresses first above given for each or at such other address as any party may hereafter designate to the others in writing. Any changes to this contract, must be in writing and signed by the party to be bound, and must also be authorized by the CDA.

22) PURCHASERS' DEFAULT - If Purchasers fails to appear and close title in accordance with this contract on the date and at the time and place stated in Seller's notice to Purchasers for Closing, or if Purchasers fails to observe or perform any other thing to be observed or performed by Purchasers, Seller may send Purchasers a written notice of default giving Purchasers, in the case of a default based upon failure to close title, 30 days from the date of such notice to cure such default by closing title, and in the case of all other defaults, 10 days from the date of such notice to cure any other default. Upon Purchasers' failure to cure such default within such 30 day or 10 day period (as the case may be), this contract shall, at Seller's option, be deemed cancelled and Seller shall have the right to retain as and for liquidated damages, all sums paid; by Purchasers to Seller on account of the purchase price inclusive of all extra work and extra items ordered by Purchasers. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SUCH 30 DAY PERIOD FOR DEFAULT BASED ON FAILURE TO CLOSE AND WITHIN SUCH 10 DAY PERIOD FOR ALL OTHER DEFAULTS. Upon cancellation of this contract for Purchasers' failure to cure any such default, Seller shall be released and discharged of all liability and obligations to Purchasers under this contract. Thereafter the Premises may be sold or disposed of as though this contract had never existed and without any accounting to Purchasers for the proceeds of any subsequent sale. The foregoing remedy shall be in addition to any and all other remedies available to Seller under

this contract or at law for any default by Purchasers under this contract.

23) **MORE THAN ONE PURCHASERS; AUTHORITY TO SIGN** - If 2 or more persons are named as Purchases in this contract, any one of them is hereby made agent for the other in all matters of any and every kind or nature with respect to the Premises and/or this contract. The act, assent, election or approval by one shall conclusively constitute the act, assent, election and approval by all.

24) **CDA NOT RESPONSIBLE** - It is hereby understood and agreed by Purchasers that Seller is solely responsible for all construction, labor, materials and workmanship, and that comments and complaints concerning such matters shall be directed to the Seller.

25) **CHANGE AFFECTING QUALIFICATION FOR AFFORDABLE HOUSING PROGRAM** - Purchasers shall give immediate written notice to Seller and CDA of any change in financial status or other change which may affect the ability of Purchasers to qualify for the Affordable Housing Program. If it is determined by CDA in its sole discretion that Purchasers does not qualify, or having qualified, no longer qualifies, for the Affordable Housing Program, CDA may unilaterally cancel this contract by giving written notice of cancellation to Purchasers. Thereafter, upon sale and closing of the House to another, all payments made by Purchasers on account of the purchase price shall be refunded and neither Purchasers, nor Seller, nor Town, nor CDA shall thereafter have any further obligation, responsibility or liability to each other under this contract or relative to this transaction. It is understood and agreed that Purchasers shall not hold Seller responsible or liable in any way, nor shall Purchasers make any claim against Seller, arising out of or in any way attributable to any determination, action or omission by Town or CDA regarding Purchasers' eligibility for the Affordable Housing Program, or any other aspect of such program.

THE ATTORNEYS REPRESENTING THE SELLER OR ANY LENDER REPRESENT SUCH PARTIES ONLY AND NOT SHE PURCHASERS. THE PURCHASERS MAY RETAIN INDEPENDENT COUNSEL AT PURCHASERS'S OWN EXPENSE IN ORDER TO PROTECT PURCHASERS'S OWN INTEREST.

IN WITNESS WHEREOF the parties hereto have executed this Purchase Agreement as of the day and year first above written.

NF MANAGEMENT, INC.

BY: _____

TOWN of RIVERHEAD

BY: _____

RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

BY: _____

Purchasers:

Rider #1

RIDER TO CONTRACT DATED THE _____
DAY OF _____, 2006

By and between
TOWN OF RIVERHEAD/CDA
And
Roberto Salcedo and Daisy Salcedo
PURCHASERS

Second Mortgage
(Equity Sharing Mortgage)

The Purchasers, Roberto Salcedo and Daisy Salcedo, residing at 5872 Sound Avenue, Riverhead, New York 11901, promise to occupy as his/her/their primary residence the property heretofore defined for a period of fifteen (15) years which shall begin when such property is transferred to Purchasers

The Purchasers hereby acknowledges that the owner, Town of Riverhead (hereinafter referred to as "**TOWN**"), and its duly authorized agency, Riverhead Community Development agency (hereinafter referred to as "**CDA**"), has provided the Purchasers of the premises herein defined in **SCHEDULE "A"** annexed and identified as Horton Avenue, Riverhead, New York, (Specifically: Tax Map Designation: 0600-81-2-24), and (hereinafter referred to as "**LOT**" with participation in an affordable housing program consisting of a house and lot at below market value cost. Purchasers further acknowledge that in consideration of participation in the affordable housing program, they shall pay to the Town such sums as are hereinafter provide.

RECAPTURE PROVISION

It is hereby agreed that upon the transfer, conveyance, rental, abandonment or failure of the purchasers to occupy the lot as their primary residence as hereinabove provided, Purchaser shall pay to the Town the following amounts:

During years 1 - 5	=	100% of appreciation less documented permanent improvements
During years 6-10	=	90% of appreciation less documented permanent improvements
During year 11	=	80% of appreciation less documented permanent improvements
During year 12	=	70% of appreciation less documented permanent improvements
During year 13	=	60% of appreciation less documented permanent improvements
During year 14	=	50% of appreciation less documented permanent improvements
During year 15	=	40% of appreciation less documented permanent improvements
During year 16	=	30% of appreciation less documented permanent improvements
During year 17	=	20% of appreciation less documented permanent improvements
During year 18	=	10% of appreciation less documented permanent improvements
After year 19	=	0% of appreciation

The term **"APPRECIATION"** shall mean the amount by which the total consideration which the Purchasers receive upon sale of the lot by them exceeds the original purchase price as set forth in his purchase agreement plus any documented permanent improvements made by the Purchasers during their period of ownership of the lot. The term **"TOTAL CONSIDERATION"** shall mean the cash and non cash consideration which the Purchasers receive from the sale of the lot which is paid a grantee, included but limited to the principal sum of any purchase money mortgage which a grantee gives the Purchasers to secure any unpaid amount of the purchase price.

Purchasers further agrees that the permission of the RDCA and /or the Town must obtained prior to rental of the lot, and any rent received shall become the property of the CDA less any mortgage, insurance or taxes on the lot at the same percentages as is reflected in the **Recapture Provisions** hereinabove.

Purchasers shall notify and obtain written consent from the RDCA and Town prior to refinancing the first mortgage or placing additional liens or encumbrances on the lot, including but not limited to a third mortgage. The RDCA, its successors and/or assigns, shall have a right of first refusal to buy back the premises subject to the **Recapture Provisions** hereinabove.

In the event of default or breach of this equity sharing agreement by the Purchaser, the Town shall have the right, in addition to all other remedies, to institute foreclosure proceedings.

In the event of default, breach or foreclosure, the Purchasers shall pay for all attorneys' fees and court costs incurred by the Town in connection with such default, breach or foreclosure.

By: RCDA - _____

Roberto Salcedo_
Purchaser

ANDREA LOHNEISS, Director

Daisy Salcedo_____
Purchaser

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made and dated the Day of 2005, by the TOWN OF RIVERHEAD, a municipal corporation having an office at 200 Howell Avenue, Riverhead, New York, hereinafter referred to as the "DECLARANT".

W I T N E S S E T H :

WHEREAS, the DECLARANT is the owner in fee simple of the premises more particularly described on SCHDEULE A annexed; and

WHEREAS, it is the specific intention of the DECLARANT that the premises be maintained as moderate priced housing:

1. The premises shall be maintained in a clean condition, and free of debris, trash and rubbish.
2. No boats shall be stored or maintained in the front yards of any dwelling on the PREMISES.
3. Outdoor clothes drying shall be limited to umbrella or T-arm type polls or posts. There shall be no string, rope or cable attached to fencing and no outdoor clothes drying shall be permitted in the front yards of any dwellings on the PREMISES.
4. Garbage and refuse containers shall be maintained in the rear of the dwelling except on collection days.
5. All exterior elements, including but not limited to siding, roofing, eaves, windows, doors, shutters, steps, railings and lights shall be maintained by the owners in good condition and nothing herein contained shall preclude such proper maintenance.

The above-mentioned Covenants and Restrictions shall be and constitute real covenants running with the land and shall be binding upon the DECLARANT and any and all subsequent owners of the said real property or any part thereof, and upon their successors and assigns, subject, however, to the right of the Town of Riverhead Community Development Agency to amend, alter, annual or repeal in whole or part, the foregoing Covenants and Restrictions at any time, with the consent of the owner of owners for the same time being of any part of the premises herein described, and such right shall be effectual and may be exercised without consent of any adjacent owners of lienors of this or any other property.

IN WITNESS WHEREOF, the DECLARANT has hereunto set its hand and seal the day and year first above written.

TOWN OF RIVERHEAD

By: _____
PHILIP J. CARDINALE
SUPERVISOR

NOTARY PUBLIC

3/7/06

Town of Riverhead
Resolution 214

Adopted

Authorizes Supervisor to Execute Letter Agreement with Peconic Chapter of the American Institute of Architects

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

WHEREAS, the Town of Riverhead has completed a Comprehensive Plan (2003) and adopted modifications to the Town of Riverhead Zoning Code affecting the downtown business district; and

WHEREAS, the American Institute of Architects has authorized a Peconic Chapter which is obligated to provide urban planning assistance during their provisional period; and

WHEREAS, the Peconic Chapter approached the Town of Riverhead with an offer of voluntary assistance to refine, supplement, and augment the planning efforts of the town board and staff; and

WHEREAS, the town board is also considering the adoption of a historic district for which the development of guidelines for implementation would facilitate its implementation by the Landmarks Preservation Commission and town board.

THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute the attached Agreement between the Peconic Chapter of the American Institute of Architects setting forth the agreed-upon tasks which the AIA planning committee and town board have determined will facilitate implementation of effective redevelopment as well as protection of historic buildings and structures.

BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Maziar Berhooz (mbarchi+texture, pc, One Main Street, East Hampton, NY 11937), Rick Hanley, Andrea Lohneiss, Richard Wines, and Roy Sokoloski.

DUNLEAVY	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO	BARTUNEK	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
BLASS	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO	DENSIESKI	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
CARDINALE	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO					
THIS RESOLUTION <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT DECLARED DULY ADOPTED									

LETTER AGREEMENT

The following 'Letter of Intent' between the Town of Riverhead, represented by Supervisor Phil Cardinale, and the Planning Committee of the Peconic Chapter of the American Institute of Architects, represented by its Chairman, provides the parameters for certain planning activities to be undertaken the planning committee in an effort to affect desirable downtown development respecting the architectural, historic and density attributes of the Town.

The Planning Committee agrees to prepare a bulk study of the existing heights and lot coverages of buildings in the DC-1 District to be completed and presented within 30 days. In addition, within 60 days, the planning committee will develop recommendations, if any, regarding proposed modification of maximum permitted height for buildings on the south side of Main St., suggest modifications, if any, to current design standards for buildings in the DC-1 District, and propose guidelines for the buildings located within the downtown Historic District to be implemented by the Landmarks Preservation Commission.

The principal contacts for the Town of Riverhead are Andrea Lohneiss, Director, Community Development Agency and Rick Hanley, Director, Planning Department.

The principal contacts for the Planning Committee are the Co-chairmen Maziar Behrooz and Edvin Stromsten. The committee members who will participate in this effort will include Bill Chaleff, Eva Growney, Louie Lindiakos, Robert Stromski and Greg Zwirko.

The Town of Riverhead will provide published documents, maps, and staff assistance.

This agreement is terminable upon delivery of written notice by either party at either party's option.

Agreed:

Supervisor, Town of Riverhead

date

Chairman, Planning Committee

date

March 7, 2006

TOWN OF RIVERHEAD

Adopted

Resolution # 215

GRANTS EXCAVATION PERMITS TO

SUFFOLK CEMENT PRODUCTS, INC.

COJNCILMAN DUNLEAVY

_____ offered the following resolution,

COUNCILWOMAN BLASS

which was seconded by _____:

WHEREAS, Suffolk Cement Products, Inc. has petitioned the Town Board for an Excavation Permit pursuant to Chapter 62 of the town Code of the Town of Riverhead for an approximately 26 acre parcel of real property located at Middle Road, Calverton (SCTM#0600-100-2-4.7), and

WHEREAS, the present^{use} of the property for the purpose of removal of sand to support the applicants cement products business constitutes a pre-existing, non-conforming use on the subject property, and

WHEREAS, the applicant has presented sufficient proof to the Town Board establishing that the aforementioned pre-existing, non-conforming use of the property has not been discontinued, and

WHEREAS, the applicant has provided the Town Board with an application and excavation plan requesting permission to continue to excavate at the aforementioned location in accordance with the Mined Land Reclamation Permit issued pursuant to Article 23 of the New York State Environmental Conservation Law which permits the mining of sand and gravel from 22 acres of the 26 acre site pursuant to an excavation plan prepared by Young & Young dated November 11, 2005 (Permit No. 1-4730-00050/00001), and

WHEREAS, the Town Board has reviewed the application for an excavation permit and has determined same is in compliance with the requirements of Chapter 62 in all respects,

NOW, THEREFORE, BE IT

RESOLVED, that based upon the foregoing, the Town Board hereby grants the excavation permit requested by the applicants, such excavation permit authorizing the excavation of up to 22 acres of property as approved in the permit issued by the New York State

Department of Environmental Conservation dated February 6, 2006, 2002, and be it further,

RESOLVED, all activities authorized by this permit must be in strict conformance with the terms of this permit as well as the terms of the permit issued by the Department of Environmental Conservation dated February 6, 2006 and in strict accordance with the excavation plan prepared by Young & Young dated November 11, 2005 , and be it further

RESOLVED, that the applicant shall provide a performance bond in the amount acceptable to the Town Engineer and in a form acceptable to the Town Attorney to secure the proper performance of the excavation permit including required reclamation, and be it further

RESOLVED, that all other provisions of Chapter 62 being hereby waived pursuant to Chapter 62.5, and be it further,

RESOLVED, that the term of this permit shall run concurrent with the term of the Mined Land Reclamation Permit issued by the DEC dated February 6, 2006; to wit: July 23, 2010, and be it further,

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Suffolk Cement Products, Inc., Stephen R. Angel, Esq., Charles E. Raffe, Esq., the Riverhead Planning Department, Town of Riverhead Building Department, Division of Code Enforcement and the Office of Accounting.

THE VOTE

Dunleavy yes ___ no, Bartunek yes ___ no
Blass yes ___ no, Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

3/7/06

Adopted

TOWN OF RIVERHEAD

Resolution # 216

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH PECONIC BAYKEEPER, INC.

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded by

COUNCILMAN BARTUNEK
_____ :

WHEREAS, the Town recognizes the importance of promoting respectful and responsible use of our riverfront and estuarine resources; and

WHEREAS, the Town has determined that the presence of the Peconic Baykeeper at the Town dock is a positive addition to the riverfront in downtown Riverhead; and

WHEREAS, Peconic Baykeeper, Inc. seeks permission to keep its boat at the Town's riverfront dock located adjacent to the Town's parking area and behind the East End Arts Council.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute the attached License Agreement with Peconic Baykeeper, Inc; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Peconic Baykeeper, Inc., 206 Lincoln Street, Riverhead, New York, 11901; James Divan, riverhead Town Bay Constable; Building and Grounds Department; the Office of Accounting and the Office of the Town Attorney.

THE VOTE

Dunleavy yes no Bartunek yes no
 Blass yes no Densieski yes no
 Cardinale yes no

**THE RESOLUTION WAS WAS NOT
 THEREFORE DULY ADOPTED**

LICENSE

License ("License"), made as of the day of March, 2006, by and between the Town of Riverhead, ("Licensor") having an address at 200 Howell Avenue, Riverhead, New York and Peconic Baykeeper, Inc., ("Licensee"), having an address at 206 Lincoln Street, Post Office Box 1308, Riverhead, New York 11901.

WITNESSETH

WHEREAS, Peconic Baykeeper wishes to utilize the Town of Riverhead's dock located on the Peconic River behind the East End Arts Council property and adjacent to the Town's parking area ("The Licensed Premises") to keep its boat; and

WHEREAS, the Town of Riverhead wishes to grant the Licensee the right to conduct the aforementioned activity;

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

1. Licensing: Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use the Licensed Premises.

2. Term of the License. The term of this License (the "term") shall commence on April 1, 2006 and shall end on December 31, 2006.

3. Condition of the License Premises. Licensee is familiar with the licensed premises, has examined same, and, except as explicitly

hereinafter provided, Licensee agrees to accept the licensed premises in its "as is" condition without any representations or warranties.

4. Insurance and Indemnification: Licensee will be responsible for providing comprehensive general liability insurance in the amount of not less than \$1,000,000 with a company or companies reasonably satisfactory to the Licensor. Licensee will provide certificates of the foregoing insurance, showing the Town of Riverhead as "Additional Insured" to the extent of their interest. Finally, Licensee agrees to indemnify and hold the Town of Riverhead and their respective officers, employees, agents, representatives and officials harmless from any and all loss or liability associated with its use of the property and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by licensee and its employees, agents, representatives and concessionaires of the Property, excepting liability solely caused by the gross negligence of the Town or its employees, agents or representatives. Without limiting the generality of the foregoing, Licensee agrees to indemnify and hold the Town of Riverhead harmless from any lien claimed or asserted for labor, materials or services furnished to Licensee in connection with the use of the property. With respect to any suit or claim by the Town, whether under this indemnification provision or otherwise, Licensee, for itself, its agents, employees and representatives, hereby expressly waives any defense

which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by the Town of Riverhead securing compliance with the provision of this indemnification agreement. Licensee will work with the Town of Riverhead to ensure adequate coverage of all property and liability with all concerned entities being named as "additional insured".

5. License Fee. In consideration of the type of use to which the Licensee intends to conduct at the premises, the Town of Riverhead hereby waives any licensee fee.

6. Use of License Premises. Licensee agrees to utilize the licensed premises only as dock space to keep its boat.

7. Repair, Maintenance and Inventory of License Premises.

a) Licensee agrees to maintain the licensed area free of trash, debris and to return the premises back to its original condition following completion of the license term.

b) The Licensee shall not be permitted to alter the licensed premises without the prior permission of the Licensor.

8. Assignment. Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this license, the license premises, in whole or in part, or permit Licensee's interest to be vested in any other party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time, or in the aggregate from time to time, of the stock, partnership or other

ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

9. Indemnity: Licensee shall indemnify and hold the Licensor harmless from and against any and all claims, actions, liabilities, losses (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorney fees and expenses), arising from or in connection with the use of the licensed premises.

10. Notices: Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor at 200 Howell Avenue, Riverhead, New York. If such notice is directed to the Licensee, it shall be addressed to 206 Lincoln Street, P.O. Box 1308, Riverhead, New York 11901.

11. Miscellaneous: Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this agreement, which alone, fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This license may not be changed or terminated orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

12. Cross Default: To the extent that the Licensor and Licensee are parties to related agreements, any default under the related agreements shall be deemed to be a default under this License, and any default under this license shall be deemed a default under such similar agreements.

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

TOWN OF RIVERHEAD

By: _____
Philip J. Cardinale, Supervisor

PECONIC BAYKEEPER, INC.

By: _____
Kevin McAllister

03/07/06

Adopted

Town of Riverhead

Resolution # 217

APPROVES THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE HOUSING TRUST FUND CORPORATION

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

WHEREAS, grant funding is available from the New York State Housing Trust Fund Corporation Residential Emergency Services to Offer Repairs to the Elderly program (RESTORE); and

WHEREAS, the RESTORE grant provides funds for the cost of emergency repairs to eliminate hazardous conditions in homes owned by eligible elderly residents when the homeowners cannot afford to make the repairs in a timely fashion; and

WHEREAS, the Town of Riverhead Community Development Department wishes to apply for these funds for the benefit of the Town's elderly residents; and

WHEREAS, the maximum grant allowable grant award is \$50,000 to fund eligible home repair projects costing less than \$5,000 each;

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Community Development Department Director Andrea Lohneiss to complete and submit a RESTORE grant application for \$50,000 and authorizes the Town Supervisor to sign the grant application.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Community Development Director Andrea Lohneiss.

DUNLEAVY YES ___ NO BARTUNEK YES ___ NO

BLASS YES ___ NO DENSIESKI YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

March 7, 2006

Adopted

TOWN OF RIVERHEAD
Resolution # 218

MODIFIES TOWN POLICY REGARDING
LIFE INSURANCE AND INSURANCE EQUIVALENTS

COUNCILMAN DENSIESKI offered the following resolution was
seconded by COUNCILMAN DUNLEAVY:

WHEREAS, pursuant to Resolution 1174 of 1999, the Town of Riverhead resolved to extend its policy of providing accidental death insurance policies covering Town Department Heads and Town Elected Officials as a fringe benefit to include the ability for Town Elected Officials and Departments to elect to obtain disability insurance and/or annuities, and

WHEREAS, the Town Board now wishes to provide Department Heads and Elected Officials the ability to elect participation in an annuity program, disability insurance, or in the New York State Deferred Compensation Program as alternatives to obtaining accidental death insurance,

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Riverhead continues its policy of providing accidental death insurance to Department Heads and Elected Officials as set forth in resolution 1174 of 1999, and be it further

RESOLVED, that the Town of Riverhead hereby expand the aforementioned policy to allow Department Heads and Elected Officials to participate in either an annuity plan, disability insurance or the New York State Deferred Compensation Program, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to each Town elected official and each department head, and John J. Hansen, Financial Administrator.

THE VOTE
Dunleavy yes ___ no Bartunek yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

Not adopted

March 7, 2006

TOWN OF RIVERHEAD

Resolution # 219

EXERCISES TOWN'S OPTION TO RECEIVE FRANCHISE FEES FROM CABLEVISION.

COUNCILMAN DUNLEAVY offered the following resolution, was seconded by COUNCILMAN BARTUNEK:

WHEREAS, Cablevision entered into a franchise agreement with the Riverhead in 2002 which set forth the rights and obligations of Cablevision for operation of cable utility systems within the Town of Riverhead; and

WHEREAS, Section 18 of the franchise agreement between Cablevision and the Town of Riverhead permits the Town of Riverhead, upon notice to Cablevision, to receive franchise fees from Cablevision of up to five percent of the Cablevisions gross revenue; and

WHEREAS, the Town Board has determined that it is appropriate to exercise the Town's right to receive franchise fees pursuant to the franchise agreement,

NOW, THEREFORE, it is hereby

RESOLVED, that the Supervisor is hereby authorized to execute a written request to Cablevision pursuant to section 18.1 of the franchise agreement between the Town of Riverhead and Cablevision requesting the initiation of a franchise fee in the amount of five (5%) percent, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Dody P. Tschirch, VP Public Affairs, David Cullen, Special Projects Manager, the Office of Accounting and the Office of the Town Attorney.

THE VOTE

Dunleavy ___ yes no Bartunek yes ___ no
Blass ___ yes ___ no Densieski ___ yes no
Cardinale yes ___ no

THE RESOLUTION ___ WAS WAS NOT THEREFORE DULY ADOPTED

March 7, 2006

TOWN OF RIVERHEAD

Adopted

Resolution # 220
421

RESCINDS RESOLUTION #216 (MAY 3, 2005)

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT

COUNCILMAN BARTUNEK

offered the following resolution, was seconded by

COUNCILWOMAN BLASS

WHEREAS, The Town of Riverhead plays pre-recorded music in the form of compact discs, digital video discs, cassettes, and other media in Town facilities and at Town events (e.g. the senior center, teen activities); and

WHEREAS, many of these works are protected by U.S. Copyright Law; and

WHEREAS, a municipality requires permission from the holders of such copyrights to use the works in a public forum; and

WHEREAS, the American Society of Composers, Authors, and Publishers (ASCAP) represents the holders of copyrights for over 8 million such works; and

WHEREAS, ASCAP offers a license granting permission to municipalities to play all of the works of copyright holders ASCAP represents.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached license agreement with ASCAP for the right to play pre-recorded music represented by ASCAP; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Jennifer Chadwick, American Society of Composers, Authors, & Publishers, 2690 Cumberland Parkway, Suite 490, Atlanta, GA 30339; the Office of the Supervisor; the Accounting Department; Parks and Recreation; Senior Citizens' Services and the Office of the Town Attorney.

DUNLEAVY YES ___ NO BARTUNEK YES ___ NO
BLASS YES ___ NO DENSIESKI YES ___ NO
CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

May 3, 2005

TOWN OF RIVERHEAD

Resolution # 421

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT

COUNCILWOMAN SANDERS

offered the following resolution, was seconded by

COUNCILMAN BARTUNEK :

WHEREAS, The Town of Riverhead plays pre-recorded music in the form of compact discs, digital video discs, cassettes, and other media in Town facilities and at Town events (e.g. the senior center, teen activities); and

WHEREAS, many of these works are protected by U.S. Copyright Law; and

WHEREAS, a municipality requires permission from the holders of such copyrights to use the works in a public forum; and

WHEREAS, the American Society of Composers, Authors, and Publishers (ASCAP) represents the holders of copyrights for over 8 million such works; and

WHEREAS, ASCAP offers a license granting permission to municipalities to play all of the works of copyright holders ASCAP represents;

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute a license agreement with ASCAP in the amount of \$260.00 per year for the right to play pre-recorded music represented by ASCAP; and be it further

RESOLVED, So that the intent of this Honorable Board be widely known, the Town Clerk is hereby directed to forward a certified copy of this resolution to Jennifer Chadwick, American Society of Composers, Authors, & Publishers, 2690 Cumberland Parkway, Suite 490, Atlanta, GA 30339; the Office of the Supervisor; the Accounting Department; Parks and Recreation; Senior Citizens' Services and the Office of the Town Attorney.

Agreement between the American Society of Composers, Authors and Publishers ("ASCAP")

located at

2690 Cumberland Parkway, Suite 490
Atlanta, GA 30339-3913

by Town of Riverhead, NY

("LICENSEE"), located at

200 Howell Avenue
Riverhead, NY 11901

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

(i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.

(ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.

(iii) "Live Entertainment" means music that is performed at the Premises by musicians, singers or other performers.

(iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.

(v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.

(vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.

(vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing 01/01/2005, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;
- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
- (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).

The term "dramatico-musical work" as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.

(d) This license does not authorize performances:

- (i) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE'S Premises, and is not open to the general public;
- (ii) by or at colleges and universities;
- (iii) at any professional sports event or game played on the Premises;
- (iv) at any permanently situated theme or amusement park owned or operated by LICENSEE;
- (v) by any symphony or community orchestra;
- (vi) by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

3. License Fee

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule attached to and made part of this Agreement. For purposes of this Agreement,

(i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.

(ii) "Special Events License Fees" mean the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fees due.

(iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other local government entities.

(b) Unless otherwise limited by law, LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

4. Reports and Payments

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
- (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and (ii) a report containing the information set forth in paragraph 4.(d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety days after the conclusion of each Special Event, LICENSEE shall submit to ASCAP payment for such Special Event and a report in printed or computer readable form stating:
- (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the "Gross Revenue" of the event. "Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event;
 - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under an ASCAP License Agreement, LICENSEE shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by ASCAP, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.
- (f) LICENSEE agrees to furnish to ASCAP, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.
- (g) ASCAP shall have the right to examine LICENSEE'S books and records at LICENSEE's place of business during normal business hours to such extent as may be necessary to verify the reports required by paragraph 4.(d) above. ASCAP shall have the right to adjust LICENSEE's Base License Fee based upon the most recently available revised population figures and Population Estimates Program provided by the U.S. Census Department.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund on a pro-rata basis to LICENSEE any unearned license fees paid in advance.

6. Interference in Operations

ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP's operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE on a pro-rata basis any unearned license fees paid in advance.

7. **Non-Discrimination**

LICENSEE recognizes that ASCAP must license all similarly situated users on a non-discriminatory basis. LICENSEE agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other municipalities, counties and other governmental entities shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

8. **Notices**

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information, such as change of address, change of person/office responsible, etc. within 30 days of such change.

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP and LICENSEE,

this 25~~th~~ day of Jan, 2006

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

by Bern Bauer

TOWN OF RIVERHEAD, NY

LICENSEE

by Phil Cardone Sup

TITLE Supervisor

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)



ASCAP

2005 RATE SCHEDULE
FOR LOCAL GOVERNMENTS

SCHEDULE A Base License Fee

POPULATION			BASE LICENSE FEE
1	-	50,000	\$ 268
50,001	-	75,000	537
75,001	-	100,000	644
100,001	-	125,000	860
125,001	-	150,000	1,074
150,001	-	200,000	1,396
200,001	-	250,000	1,718
250,001	-	300,000	2,041
300,001	-	350,000	2,364
350,001	-	400,000	2,686
400,001	-	450,000	3,008
450,001	-	500,000	3,331
500,001	-	plus	4,082 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$53,714.

SCHEDULE B Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$268.

License Fee for Year 2006 and Thereafter

For each calendar year commencing 2006, all dollar figures set forth in Schedules A, B and C above (except for \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

ASCAP, 2690 Cumberland Parkway, Suite 490, Atlanta, GA 30339-3912 1-800-505-4052 770-805-3475 (Fax)



Account No.: _____

2005
ASCAP REPORT FORM
FOR LOCAL GOVERNMENTAL ENTITIES

Licenses: Town of Riverhead Report Completed By: _____
 Title: _____ Date Completed: _____ Email Address: _____
 Telephone No.: _____ Fax No.: _____ Web Site Address: _____

CERTIFICATE: I hereby certify that the data reported below is true and correct as of this _____ day of _____, 200_____
SCHEDULE A - BASE LICENSE FEE (Due upon execution of Agreement and within 30 days of the Agreement's renewal date.)
 REPORT YEAR: _____ POPULATION: _____ BASE LICENSE FEE: \$ _____
 (Per current U.S. Census Data) (Please refer to Rate Schedule.)

SCHEDULE B - SPECIAL EVENTS* (Report and payment due 90 days after the conclusion of each special event.)

EVENT DATE (MM/DD/YY) If More than 1 Event Per Day, Please Report as Separate Entries	PERFORMER(S) OR GROUP(S) APPEARING	GROSS REVENUE** OF EVENT (MUST EXCEED \$25,000)	% APPLIED TO GROSS REVENUE	EVENT FEE	IS A PROGRAM OF MUSICAL WORKS ATTACHED Yes or No	IF THE EVENT IS CO-SPONSORED Please identify the Co-sponsor name, address, phone number and ASCAP account number
			x .01	\$		Name: _____ Address: _____ Phone No.: _____ Account No.: _____
			x .01	\$		Name: _____ Address: _____ Phone No.: _____ Account No.: _____
			x .01	\$		Name: _____ Address: _____ Phone No.: _____ Account No.: _____
			x .01	\$		Name: _____ Address: _____ Phone No.: _____ Account No.: _____

**"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.
 ***"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C - STATE MUNICIPAL AND/OR COUNTY LEAGUES OR STATE ASSOCIATIONS OF ATTORNEYS

REPORT YEAR: _____ ANNUAL LICENSE FEE: \$268.00 (Due within 30 days of renewal date.)
 Total Fees Reported From Any or All of Schedules A, B or C: \$ _____



**2006 RATE SCHEDULE
FOR LOCAL GOVERNMENTS**

SCHEDULE A Base License Fee

POPULATION			BASE LICENSE FEE
1	-	50,000	\$ 280
50,001	-	75,000	560
75,001	-	100,000	672
100,001	-	125,000	897
125,001	-	150,000	1,121
150,001	-	200,000	1,457
200,001	-	250,000	1,793
250,001	-	300,000	2,130
300,001	-	350,000	2,467
350,001	-	400,000	2,803
400,001	-	450,000	3,139
450,001	-	500,000	3,476
500,001	-	plus	4,259 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$56,049

SCHEDULE B Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$280.

License Fee for Year 2007 and Thereafter

For each calendar year commencing 2007, all dollar figures set forth in Schedules A, B and C above (except for \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

ASCAP, 2690 Cumberland Parkway, Suite 490, Atlanta, GA 30339-3912 1-800-505-4052 770-805-3475 (Fax)
 Websites: E-Payments www.ascap.com/gls web or www.ascap.com
 Licensing questions: municipallicensing@ascap.com

MARCH 7, 2006

Adopted

TOWN OF RIVERHEAD

AUTHORIZATION TO REIMBURSEMENT FEE

RESOLUTION # 221

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

WHEREAS, the Riverhead Tax Receiver has recommended that Emil Norsic & Sons Inc. be reimbursed \$300.00 for expenses incurred due to a deposit error generating a denied admission to the Riverhead Scavenger Waste Facility.

NOW THEREFORE, BE IT RESOLVED that the reimbursement of \$300.00 to Emil Norsic & Sons Inc. is hereby approved.

THE VOTE

Dunleavy Yes No Bartunek Yes No
Blass Yes No Densieski Yes No
Cardinale Yes No

3/7/06

Adopted

Town of Riverhead
Resolution # 222

AWARDS BID FOR PECONIC RIVERFRONT BICYCLE AND PEDESTRIAN PROJECT – ADDITION NO. 1

COUNCILMAN DENSIESKI

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

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Peconic Riverfront Bicycle and Pedestrian Improvement Project: and

WHEREAS, three (3) bids were received, opened and read aloud on the 31st day of May 2005, at the time and place given in the notice to Bidders; and

WHEREAS, Terry Contracting & Materials, Inc. submitted the lowest Total Bid as well as the lowest combined total of Total Bid and Total Bid Project Addition No. 1; and

WHEREAS, the Community Development Department has received approval from the Suffolk County Office of Community Development for grant funds in the amount of \$122,600 for the award of Addition No. 1: and

WHEREAS, the Town of Riverhead Parking District Committee has resolved to support the award of Addition No. 1 to provide for additional sidewalks and other pedestrian safety provisions to augment the project.

THEREFORE, BE IT RESOLVED, that the Town Board hereby awards Project Addition No. 1 for the Peconic Riverfront Bicycle and Pedestrian Improvement Project to Terry Contracting & Materials, Inc. in the amount of One Hundred Eighteen Thousand Six Hundred Nine Dollars (\$118,609.00); and

BE IT FURTHER RESOLVED, that the Town Clerk is authorized to forward a certified copy of this resolution to Terry Contracting & Materials, Inc., Young & Young, Ken Testa, and Andrea Lohneiss.

DUNLEAVY YES ___ NO BARTUNEK YES ___ NO

BLASS YES ___ NO DENSIESKI YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

3/7/06

Town of Riverhead

Resolution # 223

Tabled

SUPPORTS SUBMISSION OF APPLICATION TO NYS DEPARTMENT OF STATE FOR SHARED MUNICIPAL SERVICES INCENTIVE GRANT FUNDING BY THE TOWN OF SOUTHAMPTON

COUNCILMAN BARTUNEK

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

WHEREAS, the Town of Southampton has submitted a grant application to the New York Department of State (NYDOS) for funding for planning and assessment activities associated with the creation of a coordinated rail and bus network on the east end of Long Island within the five eastern towns of Suffolk County (East Hampton, Riverhead, Shelter Island, Southampton and Southold) which would replace existing transit services; and

WHEREAS, the application submitted by the Town of Southampton under the State Shared Municipal Services Incentive Grant Program (SMSI) represents an initiative to be performed as a partnership with the Town of Southampton acting as lead agency; and

WHEREAS, the five east end towns deem it to be in the public interest and benefit to enter into a partnership in order to complete the planning and assessment activities associated with the creation of a coordinated rail and bus network on the east end of Long Island; and

WHEREAS, Southampton's SMSI Proposal presents an initiative which is estimated to cost \$400,000 to complete and which requires a local cash share of 10% of the total project costs; and

WHEREAS, the Town of Southampton proposes that the local cash share be pro rated between the participating towns on the basis of the population of the 2000 Census for each municipality; and

WHEREAS, an estimate of said pro rata costs is \$17,650 for the Town of Southampton, \$7,700 for the Town of East Hampton, \$7,300 for the Town of Riverhead, \$900 for the Town of Shelter Island, \$6,450 for the Town of Southold based on a total project cost of \$400,000, State funds of \$360,000 and combined local share of \$40,000; and

WHEREAS, it is intended that upon approval by DOS of the grant funds a Memorandum of Understanding (intermunicipal agreement) will be prepared to stipulate each Town's participation subject to the provisions of Article 18 and Section 199-o of the General Municipal Law of the State of New York, as amended, Applicable Sections of the

Administrative Code of Suffolk County, and the provisions of the Anti-Discrimination Order of Suffolk County.

THEREFORE, BE IT RESOLVED, that the Town Board hereby ratifies the submission of the application by the Town of Southampton, including a pro-rata share of the local match based upon the grant funds approved by the Department of State but in no event greater than \$7,300; and

BE IT FURTHER RESOLVED, that the Town Clerk shall provide two (2) certified copies of this resolution to the NYS Department of State (SMSI Program, Bureau of Fiscal Management, 10th Floor, Suite 1000, 41 State Street, Albany, NY 12231-0001), and one certified copy of this resolution to Southampton Supervisor Patrick Heaney, Transportation Commission Executive Director Thomas Neely, Vince Taldone, and Andrea Lohneiss.

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

Tabled

March 7, 2006

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 224

EXTENDS THE COMMENT PERIOD FOR DRAFT ENVIRONMENTAL IMPACT STATEMENT - HEADRIVER, LLC (WALMART STORE)

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

WHEREAS, by resolution dated November 15, 2005, the Riverhead Town Board did accept the Draft Environmental Impact Statement ("DEIS") supporting the site plan petition of Headriver, LLC to allow the construction of a 167,951 square foot Walmart Store and related site improvements upon real property located at Route 58, Riverhead, New York; such property more particularly described as Suffolk County Tax Map Number 0600-119-1-1.2, and

WHEREAS, the Town Board held a public hearing on the DEIS on February 15, 2006 at which time public comments were heard and

WHEREAS, the Town Board left the public hearing open for public comment for a period of 10 days following the public hearing, i.e. through February 25, 2006, and

WHEREAS, the Town Board wishes to extend the period for public comment through to and including March 15, 2006 to obtain any additional comments the public wishes to make,

NOW. THEREFORE. BE IT

RESOLVED, that the Town Board hereby extends the comment period on the DEIS supporting the site plan petition of Headriver, LLC through to and including March 15, 2006.

RH/planning

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

SMJ

Adopted

March 7, 2006

TOWN OF RIVERHEAD

Resolution # 225

AUTHORIZES THE SUPERVISOR TO EXECUTE A RETAINER AGREEMENT WITH PETER BERGEN. ESQ. AND AUTHORIZES PETER BERGEN TO FILE A MOTION TO INTERVENE IN THE BROADWATER PERMITTING PROCESS ON BEHALF OF THE TOWN OF RIVERHEAD

COUNCILMAN DUNLEAVY offered the following resolution, was seconded by COUNCILWOMAN BLASS:

WHEREAS, the Town Board has resolved to oppose the location of the proposed Broadwater LNG facility in the Long Island Sound off of Wading River, and

WHEREAS, the Town has the ability to intervene in the permitting process for the facility to voice its objections, and

WHEREAS, Peter Bergen, Esq. is an attorney specializing in public utilities law and other regulatory legal matters,

NOW, THEREFORE, BE IT,

RESOLVED, that Town Board hereby authorizes the Supervisor to execute the attached retainer agreement with Peter Bergen, and be it further

RESOLVED, that the Town Board authorizes Peter Bergen to file the documents necessary to intervene in the Broadwater LNG facility permitting process, and be it further,

RESOLVED, that the Town Clerk is hereby directed to send a copy of this resolution to G.S. Peter Bergen, Esq., 27 Pine Street, Port Washington, New York 11050, the office of Accounting and the office of the Town Attorney.

THE VOTE

Dunleavy yes ___ no Bartunek yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale ___ yes ___ no

THE RESOLUTION WAS ___ WAS NOT THEREFORE DULY ADOPTED

5 yes

3/7/06

TOWN OF RIVERHEAD

Adopted

Resolution # 226

ACCEPTS LETTER OF CREDIT OF SOUTH BAY SPORTSPLEX, INC. (VERTICAL LINE APPAREL, INC.)

Councilman Dunleavy offered the following resolution, was seconded by
Councilwoman Blass :

WHEREAS, South Bay Sportsplex, Inc. (Vertical Line Apparel, Inc.) has submitted a North Fork Bank Irrevocable Standby Letter of Credit #3330001331 in the sum of Thirty Five Thousand Seven Hundred Forty Two (\$35,742) Dollars representing the 5% site plan security as noted in the approved site plan dated September 20, 2005, Resolution #906, to construct an addition of 13,014 sq. ft. onto an existing 23,265 sq. ft. building with related site improvements located at 4062-652 Grumman Boulevard, Calverton, New York, further described as Suffolk County Tax Map #0600-135-1-7.32 a/k/a 0600-135-1-7.5, pursuant to Section 108-133 (I) of the Riverhead Town Code; and

WHEREAS, the Town Attorney has reviewed said irrevocable standby letter of credit and deems it to be sufficient in form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the North Fork Bank Irrevocable Standby Letter of Credit #3330001331 in the sum of Thirty Five Thousand Seven Hundred Forty Two (\$35,742) Dollars; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Vertical Line Apparel, Inc., 4062-652 Grumman Boulevard, Calverton, New York, 11933, Attn: Douglas Dey; the Riverhead Planning Department; the Riverhead Building Department and the Office of the Town Attorney.

THE VOTE

Dunleavy yes ___ no ___ Bartunek yes ___ no ___
Blass yes ___ no ___ Densieski yes ___ no ___
Cardinale yes ___ no ___

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

Adopted

RESOLUTION # <u>227</u> ABSTRACT #06-08 March 2, 2006 (TBM 3/7/06)				
<i>Councilwoman Glass</i> offered the following Resolution which was seconded by <i>Councilman Bartunek</i>				
FUND NAME		CD-due 3/31/06	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	\$ 10,700,000.00	\$ 765,144.93	\$ 11,465,144.93
TEEN CENTER	5	\$ 6,500.00		\$ 6,500.00
RECREATION PROGRAM FUND	6	\$ 110,000.00	\$ 712.63	\$ 110,712.63
SITE COUNCIL	7	\$ 500.00		\$ 500.00
DARE PROGRAM	8	\$ 500.00		\$ 500.00
CHILD CARE CENTER BUILDING FUN	9	\$ 18,500.00	\$ 95.00	\$ 18,595.00
TOWN BOARD SPECIAL PROGRAM FUND	24	\$ 106,000.00		\$ 106,000.00
YOUTH COURT SCHOLARSHIP	25	\$ 1,400.00		\$ 1,400.00
SENIOR CITIZEN DAY CARE CENTER	27	\$ 5,000.00	\$ 1,611.16	\$ 6,611.16
ANIMAL SPAY/NEUTERING FUND	29	\$ 2,600.00		\$ 2,600.00
ECONOMIC DEVELOPMENT ZONE FUND	30	\$ 7,000.00	\$ 2,711.76	\$ 9,711.76
HIGHWAY FUND	111	\$ 1,500,000.00	\$ 96,895.38	\$ 1,596,895.38
WATER DISTRICT	112	\$ 220,000.00	\$ 46,675.47	\$ 266,675.47
REPAIR & MAINTENANCE	113	\$ 1,000,000.00		\$ 1,000,000.00
RIVERHEAD SEWER DISTRICT	114	\$ 2,450,000.00	\$ 35,918.40	\$ 2,485,918.40
REFUSE & GARBAGE COLLECTION DI	115	\$ 825,000.00	\$ 315,435.86	\$ 1,140,435.86
STREET LIGHTING DISTRICT	116	\$ 200,000.00	\$ 13,741.82	\$ 213,741.82
PUBLIC PARKING DISTRICT	117	\$ 125,000.00		\$ 125,000.00
BUSINESS IMPROVEMENT DISTRICT	118	\$ 22,000.00		\$ 22,000.00
AMBULANCE DISTRICT	120	\$ 270,000.00	\$ 182.15	\$ 270,182.15
EAST CREEK DOCKING FACILITY FU	122	\$ 95,000.00	\$ 250.00	\$ 95,250.00
CALVERTON SEWER DISTRICT	124	\$ 150,000.00	\$ 5,072.07	\$ 155,072.07
RIVERHEAD SCAVANGER WASTE DIST	128	\$ 275,000.00	\$ 20,521.71	\$ 295,521.71
SEWER DISTRICT FUND	173	\$ 160,000.00		\$ 160,000.00
WORKERS' COMPENSATION FUND	173	\$ 2,325,000.00	\$ 41,479.11	\$ 2,366,479.11
RISK RETENTION FUND	175	\$ 1,200,000.00	\$ 8,625.18	\$ 1,208,625.18
UNEMPLOYMENT INSURANCE FUND	176	\$ 24,000.00		\$ 24,000.00
CDBG CONSORTIUM ACOUNT	181		\$ 578.81	\$ 578.81
PUBLIC PARKING DEBT	381	\$ 30,000.00		\$ 30,000.00
SEWER DEBT	382	\$ 610,000.00		\$ 610,000.00
GENERAL FUND DEBT	384	\$ 10,200,000.00		\$ 10,200,000.00
SCAVENGER DEBT	385	\$ 120,000.00		\$ 120,000.00
SUFFOLK THEATER	386	\$ 50,000.00		\$ 50,000.00
TOWN HALL CAPITAL PROJECTS	406		\$ 61,512.34	\$ 61,512.34
YOUTH SERVICES CAP PROJECT	452		\$ 2,505.84	\$ 2,505.84
SENIORS HELP SENIORS CAP PROJE	453		\$ 2,936.53	\$ 2,936.53
MUNICIPAL FUEL FUND	625	\$ 25,000.00		\$ 25,000.00
MUNICIPAL GARAGE FUND	626		\$ 22,766.45	\$ 22,766.45

THE VOTE

Dunleavy yes no Bartunek yes no
 Glass yes no Densieski yes no
 Cardinale yes no

**THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED**

RESOLUTION # 227 ABSTRACT #06-08 February 23, 2006 (TBM 3/07/06)

Councilman [Signature] offered the following Resolution which was seconded by
Councilman [Signature]

FUND NAME		CD-due 3/15/06	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	\$ 5,800,000.00	\$ 14,979.67	\$ 5,814,979.67
POLICE ATHLETIC LEAGUE	4	\$ 32,000.00	\$ 578.16	\$ 32,578.16
TEEN CENTER	5	\$ 16,000.00		\$ 16,000.00
RECREATION PROGRAM FUND	6	\$ 70,000.00	\$ 360.00	\$ 70,360.00
SR NUTRITION SITE COUNCIL	7	\$ 5,000.00		\$ 5,000.00
DARE PROGRAM	8	\$ 2,000.00		\$ 2,000.00
CHILD CARE CENTER BUILDING FUND	9	\$ 100,000.00		\$ 100,000.00
TOWN BOARD SPECIAL PROGRAM	24	\$ 9,000.00		\$ 9,000.00
SRS DAYCARE BUILDING FUND	27	\$ 28,000.00		\$ 28,000.00
EDZ FUND	30	\$ 45,000.00		\$ 45,000.00
HIGHWAY FUND	111	\$ 1,625,000.00	\$ 10,785.93	\$ 1,635,785.93
WATER DISTRICT	112	\$ 890,000.00	\$ 541,104.23	\$ 1,431,104.23
REPAIR & MAINTENANCE	113	\$ 830,000.00		\$ 830,000.00
RIVERHEAD SEWER DISTRICT	114	\$ 2,250,000.00	\$ 1,766.28	\$ 2,251,766.28
REFUSE & GARBAGE COLLECTION DI	115	\$ 875,000.00	\$ 791.07	\$ 875,791.07
STREET LIGHTING DISTRICT	116	\$ 500,000.00	\$ 10.90	\$ 500,010.90
PUBLIC PARKING DISTRICT	117	\$ 30,000.00	\$ 30,019.90	\$ 60,019.90
BUSINESS IMPROVEMENT DISTRICT	118	\$ 5,000.00		\$ 5,000.00
AMBULANCE DISTRICT	120	\$ 200,000.00		\$ 200,000.00
EAST CREEK DOCKING FACILITY	122	\$ 105,000.00		\$ 105,000.00
CALVERTON SEWER DISTRICT	124	\$ 230,000.00	\$ 66.61	\$ 230,066.61
RIVERHEAD SCAVANGER WASTE DIST	128	\$ 1,000,000.00	\$ 57.05	\$ 1,000,057.05
SEWER DISTRICT FUND	130	\$ 380,000.00		\$ 380,000.00
WORKERS' COMPENSATION FUND	173	\$ 1,000,000.00	\$ 105.26	\$ 1,000,105.26
RISK RETENTION FUND	175		\$ 14,513.85	\$ 14,513.85
UNEMPLOYMENT INSURANCE FUND	176	\$ 48,500.00		\$ 48,500.00
PUBLIC PARKING DEBT SERVICE	381	\$ 4,000.00	\$ 33,409.71	\$ 37,409.71
SEWER DISTRICT DEBT	382	\$ 65,000.00		\$ 65,000.00
WATER DISTRICT DEBT SERVICE	383	\$ 85,000.00	\$ 537,697.19	\$ 622,697.19
GENERAL FUND DEBT SERVICE	384	\$ 3,875,000.00	\$ 294,497.54	\$ 4,169,497.54
SCAVANGER WASTE DISTRICT DEBT	385	\$ 20,000.00	\$ 37,958.06	\$ 57,958.06
SUFFOLK THEATER GML 6-L DEBT S	386	\$ 560,000.00	\$ 68,515.00	\$ 628,515.00
MUNICIPAL FUEL FUND	625	\$ 15,000.00	\$ 3,034.14	\$ 18,034.14
TRUST & AGENCY	735		\$ 2,809,539.39	\$ 2,809,539.39
SPECIAL TRUST	736	\$ 60,000.00		\$ 60,000.00
COMMUNITY PRESERVATION FUND	737	980000	\$ 1,000,000.00	\$ 1,980,000.00
CDA-CALVERTON	914	50000		\$ 50,000.00
TOTAL ALL FUNDS		\$ 21,789,500.00	\$ 5,399,789.94	\$ 27,189,289.94