

Minutes of a Community Development Agency Meeting held by the Town Board of the Town of Riverhead at Riverhead Town Hall, Howell Avenue, Riverhead, New York on Tuesday, October 4, 2005 at 7:00 p.m.

Present:

Philip Cardinale,	Chairman
Edward Densieski,	Member
George Bartunek,	Member
Barbara Blass,	Member
Rose Sanders,	Member

Also Present:

Andrea Lohneiss,	Director
Barbara Grattan,	Town Clerk
Dawn Thomas, Esq.,	Town Attorney

Andrea Lohneiss: "Andrea Lohneiss, CDA Director."

Resolution #17

Andrea Lohneiss: "Resolution 17 is an environmental resolution with regard to the culinary facility proposed to be located on- "

Chairman Cardinale: "Yeah, let me close the town board meeting for a moment, open the CDA meeting with us sitting as, whatever we are, commissioners. Members okay. Please call the resolution."

Resolution #17

Andrea Lohneiss: "Resolution 17 declares lead agency and determines significance of designation of Culinary Arts Riverhead, LLC. as a qualified and eligible sponsor pursuant to the New York State Urban Renewal Law. Culinary Arts Riverhead LLC is the corporation that Mr. Ron Farr (phonetic) has established for the purpose of the construction and ownership of this facility on Main Street."

Member Densieski: "So moved."

Member Blass: "And seconded."

Chairman Cardinale: "Moved and seconded. Vote please."

The Vote: "Bartunek, yes; Sanders, yes; Blass, yes; Densieski, yes; Cardinale, yes. The resolution is adopted."

Resolution #18

Andrea Lohneiss: "Calls a hearing on that same project, a hearing on the Agency's designation of Culinary Arts Riverhead, LLC as a qualified and eligible sponsor for the purchase and development of the property formerly assembled and conveyed to Swezey Riverhead Holding LLC and for the redevelopment of the property for use by the Suffolk County Community College as a culinary school."

Member Densieski: "So moved."

Member Blass: "And seconded."

Chairman Cardinale: "Moved and seconded. That hearing is what date, Andrea? October-- "

Andrea Lohneiss: "It is the 18th."

Chairman Cardinale: "The 18th, okay."

Andrea Lohneiss: "At 7:20, right."

The Vote: "Bartunek, yes; Sanders, yes; Blass, yes; Densieski, yes; Cardinale, yes. Resolution 18 is adopted."

Resolution #19

Andrea Lohneiss: "Authorizes the Chairman to execute license agreement with Rock the Mohawk Entertainment, Inc. which is a Los Angeles based company that has asked to lease the property at Calverton on the 7,000 foot runway for use tomorrow."

Member Bartunek: "So moved."

Member Sanders: "And seconded."

Chairman Cardinale: "Moved and seconded. Vote please."

The Vote: "Bartunek, yes; Sanders, yes; Blass, yes; Densieski, yes; Cardinale, yes. The resolution is adopted."

Andrea Lohneiss: "And I believe we did receive already a cashier's check for \$3,000.00 for that one day use."

Chairman Cardinale: "Yes, we did."

Andrea Lohneiss: "And that concludes the business of the CDA."

Chairman Cardinale: "Thank you. I'd like to close the meeting of the CDA."

Meeting closed: 8:00 p.m.

*Barbara Statten
Town Clerk*

10/4/05

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY
RESOLUTION # 17

Adopted

DECLARES LEAD AGENCY AND DETERMINES ENVIRONMENTAL SIGNIFICANCE OF THE DESIGNATION OF CULINARY ARTS RIVERHEAD, LLC AS A QUALIFIED AND ELIGIBLE SPONSOR PURSUANT TO THE NEW YORK STATE URBAN RENEWAL LAW.

Councilman Densieski offered the following resolution,
which was seconded by Councilwoman Blass.

WHEREAS, the Town of Riverhead Community Development Agency has acquired and assembled four (4) parcels located at East Main Street, Riverhead for improvements pursuant to the East Main Street Urban Renewal Plan, and

WHEREAS, the Community Development Agency desires to hold a public hearing upon the designation of the Culinary Arts Riverhead, LLC as a qualified and eligible sponsor pursuant to the Urban Renewal Law, and

WHEREAS, an environmental assessment form has been completed together with a SEQR report by the Town Planning Department which recommends that the action be considered unlisted without a significant adverse impact upon the environment and that an environmental impact statement need not be prepared, now

THEREFORE BE IT RESOLVED, that in the matter of designation of Culinary Arts Riverhead, LLC as a qualified and eligible sponsor, the Riverhead Community Development Agency hereby declares itself to be the lead agency pursuant to 6NYCRR Part 617 and further determines the action to be unlisted without significant adverse impacts to either the natural or social environment and that an environmental impact Statement need not be prepared, and

BE IT FURTHER RESOLVED, that the Riverhead Planning Department be directed to publish and post those notices of Negative Declaration as required by 6NYCRR Part 617, and

BE IT FURTHER RESOLVED, that the Town Clerk forward a certified copy of this resolution to the Planning Department, The Community Development Agency, the Town Attorney and Frank Isler, Esq.

The Vote

George Bartunek	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rose Sanders	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Barbara Blass	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Edward Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Phil Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY

Adopted

At a meeting of the Members of the Town of Riverhead Community Development Agency, Town of Riverhead, Suffolk County, New York, held at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, in said Town, on October 4, 2005 at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Chairman Cardinale, and upon roll being called, the following were

PRESENT:

Chairman Philip J. Cardinale
Member Rose Sanders
Member Barbara Blass
Member Edward Densieski
Member George Bartunek

ABSENT:

COUNCILMAN DENSIESKI

The following resolution was offered by Member _____ who moved its adoption, seconded by Member **COUNCILWOMAN BLASS**, to-wit:

Resolution Dated October 4, 2005.

Town of Riverhead

Community Development Agency

Resolution # 18

A RESOLUTION CALLING A PUBLIC HEARING ON THE AGENCY'S DESIGNATION OF CULINARY ARTS RIVERHEAD, LLC., AS A QUALIFIED AND ELIGIBLE SPONSOR FOR THE PURCHASE AND DEVELOPMENT OF THE PROPERTY FORMERLY ASSEMBLED AND CONVEYED TO SWEZEY-RIVERHEAD HOLDING LLC AND FOR THE REDEVELOPMENT OF THE PROPERTY FOR USE BY THE SUFFOLK COUNTY COMMUNITY COLLEGE AS A CULINARY SCHOOL

WHEREAS, the Town of Riverhead Community Development Agency (the "Agency") had acquired and assembled, in conformity with the East Main Street Urban Renewal Plan adopted by this Board on October 19, 1993, the following four properties located on East Main Street and Roanoke Avenue in the Town of Riverhead for transfer to Swezey-Riverhead Holding LLC in connection with a proposed urban renewal project known as the "Swezey's Project":

1. property formally known as 14 East Main Street,
SCTM 0600-128.00-06.00-53.000
2. property formally known as part of the Riverhead
Parking District No. 1
SCTM 0600-128.00-06.00-66.003 (formerly part of 66.001)
3. property formally known as the Rimland Building
0600-128.00-06.00-50.001
4. property formally known as the Suburban Furniture Building
0600-128.00-06.00-51.000; (hereinafter collectively referred to as "the Property") and

WHEREAS, Swezey-Riverhead Holding LLC failed to construct the proposed urban renewal project on the Property; and

WHEREAS, Swezey-Riverhead Holding LLC has entered into a contract of sale to convey title to the Property together with other property owned by Swezey-Riverhead Holding LLC to Culinary Arts Riverhead LLC, for the purpose of constructing a 20,000 square foot building to be leased to the Suffolk County Community College for use as a culinary school;

WHEREAS, Sections 556(2), 507(2)(c) and (d) and 968(b) of the General Municipal Law require that a public hearing, following at least ten (10) days public notice, be held by the

Agency on the question of designating Culinary Arts Riverhead LLC the Sponsor for the redevelopment of the Property; and

WHEREAS, by Resolution # 17 dated October 4, 2005, the Agency, pursuant to Article 8 of the Environmental Conservation Law (SEQRA), declared itself "lead agency," in the matter of designating Culinary Arts Riverhead LLC as a Qualified and Eligible sponsor for the redevelopment of the Property for the purpose of constructing a 20,000 square foot building to be leased to the Suffolk County Community College for use as a culinary school and determined such designation to be an unlisted action which will not have a significant environmental impact and that a Draft Environmental Impact Statement need not be prepared; and

WHEREAS, the Agency now desires to call a public hearing on the designation of Culinary Arts Riverhead LLC as a Qualified and Eligible sponsor for the redevelopment of the Property for the purpose of constructing a 20,000 square foot building to be leased to the Suffolk County Community College for use as a culinary school; and

WHEREAS, a majority of the Town Board of the Town of Riverhead, acting as Members of the Agency, will attend such public hearing, **NOW**

THEREFORE, BE IT RESOLVED, by the Members of the Agency, as follows:

Section 1. A public hearing will be held at Riverhead Town Hall, 200 Howell Avenue, in Riverhead, New York in said Town on October 18, 2005 at 7:20 P.M., Prevailing Time, on the question of designating Culinary Arts Riverhead LLC, the Sponsor for the redevelopment of the Property in conformity with the East Main Street Urban Renewal Plan adopted by this Board on October 19, 1993 , for the purpose of constructing a 20,000 square foot building to be leased to the Suffolk County Community College for use as a culinary school and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Secretary of the Agency is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the *Traveler-Watchman*, the newspaper hereby designated as the official newspaper for this purpose and one having general circulation in, and available to residents of, the Town, such publication to be made not less than ten (10) days before the date designated for the hearing. The Secretary is hereby further authorized and directed to cause a copy of such Notice of Public Hearing to be posted in such places as she deems appropriate under the circumstances, such posting to be done not less than ten (10) days before the date designated for the hearing.

Section 3. The Notice of Public Hearing shall be in substantially the form attached:

NOTICE OF PUBLIC HEARING

TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK

NOTICE IS HEREBY GIVEN that the Members of the Town of Riverhead Community Development Agency, Town of Riverhead, Suffolk County, New York (the "Agency"), will meet at the Town of Riverhead Town Hall, 200 Howell Avenue, in Riverhead, New York, in said Town, on October 18, 2005 at 7:20 P.M., Prevailing Time, for the purpose of conducting a public hearing on whether Culinary Arts Riverhead LLC should be designated the "qualified and eligible sponsor" for the redevelopment of the following four properties located on East Main Street and Roanoke Avenue in the Town of Riverhead: property formally known as 14 East Main Street (SCTM 0600-128.00-06.00-53.000); property formally part of the Riverhead Parking District No. 1 (SCTM 0600-128.00-06.00-66.003); property formally known as the Rimland Building (SCTM 0600-128.00-06.00-50.001) and property formally known as the Suburban Furniture Building 0600-128.00-06.00-51.000; (hereinafter collectively referred to as "the Property") that had been acquired and assembled by the Agency for transfer to Swezey-Riverhead Holding LLC in connection with a proposed urban renewal project known as the "Swezey's Project" and in conformity with the East Main Street Urban Renewal Plan adopted by the Town Board of the Town of Riverhead on October 19, 1993.

The Riverhead Town Board, pursuant to SEQRA, declared itself "lead agency", by Resolution dated October 4, 2005, for the designation of Culinary Arts Riverhead LLC as a Qualified and Eligible sponsor for the redevelopment of the Property for the purpose of constructing a 20,000 square foot building to be leased to the Suffolk County Community College for use as a culinary school and determined such designation to be an unlisted action which will not have a significant environmental impact and that a Draft Environmental Impact Statement need not be prepared.

At said public hearing the Members of the Agency will hear all persons interested in the subject matter thereof.

Dated: Riverhead, New York
October 4, 2005

BY ORDER OF THE MEMBERS OF THE TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY, TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

By: _____
Andrea H. Lohneiss
Secretary

Section 4. This resolution shall take effect immediately.

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

The Vote:

Member Bartunek _____
Member Sanders _____
Member Blass _____
Member Densieski _____
Chairman Cardinale _____

The Resolution is **ADOPTED**.

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

10/04/05

Adopted

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY

Resolution # 19

**AUTHORIZES THE CHAIRMAN TO EXECUTE A LICENSE AGREEMENT
WITH ROCK THE MOHAWK ENTERTAINMENT, INC.,**

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

WHEREAS, Rock The Mohawk Entertainment, Inc., wishes to film a Car Jump Stunt on a portion of the 7000 foot runway located at Calverton Enterprise Park on October 5, 2005; and

WHEREAS, the Town of Riverhead Community Development Agency wishes to grant Rock The Mohawk Entertainment, Inc. the right to film said stunt;

NOW, THEREFORE, it is hereby

RESOLVED, that the Chairman is hereby authorized to execute the attached License Agreement with Rock The Mohawk Entertainment, Inc. for use of the a portion of the 7000 foot runway located at Calverton Enterprise Park on October 5, 2005; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Rock The Mohawk Entertainment, Inc. at 8981 Sunset Blvd., Suite 102, Los Angeles, CA 90069 Attention: Robb Earnest, Production Manager, the Office of the Town Attorney, the Community Development Director, the Town Financial Administrator, Police Chief of the Riverhead Town Police Department, the Fire Marshal and the Town Engineer.

THE VOTE				
Bartunek	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
Sanders	<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

LICENSE AGREEMENT

This Agreement is made and entered into as of this 3rd day of October 2005, by and between **Riverhead Community Development Agency**, a public instrumentality of the Town of Riverhead, County of Suffolk, New York ("CDA"), and **Rock The Mohawk Entertainment, Inc.**, a corporation having an address at: 8981 Sunset Blvd., Suite 102, Los Angeles, CA 90069 Attention: Robb Earnest, Production Manager ("Licensee").:

WHEREAS, LICENSEE is in the business of film production; and

WHEREAS, CDA controls approximately 2,000 acres of land in Calverton, New York, commonly known as Calverton Enterprise Park, which land is more particularly described on the attached Exhibit A; and

WHEREAS, LICENSEE desires to film a Car Jump Stunt on a portion of the 7000 foot runway located at Calverton Enterprise Park ("the Property") on October 5, 2005 (the "Event"); and

WHEREAS, LICENSEE and CDA have agreed to terms under which LICENSEE will be granted the use of a portion of the 7000 foot runway at the Property;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

- 1. Use of Property: CDA hereby grants LICENSEE a License providing

LICENSEE with temporary use of the Property depicted on the attached Exhibit A, upon the terms and conditions set forth hereunder. This License will provide LICENSEE its employees, representatives, and agents access to the Property on October 4, 2005 to set up the stunt from 10 a.m. to 6 p.m. and on October 5, 2005 to shoot the stunt from 10 a.m. until 6 p.m.

2. Compliance With Laws: LICENSEE will at all times comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder, and will secure any and all permits or licenses required for its activities and operations carried out at the Property.

3. Compensation: In exchange for License set forth above for the use of the Property, LICENSEE will pay CDA a fee in the amount of \$3,000.00 by certified check for 2 days use of the facility (the "Fee") payable on or before October 3, 2005.

4. Responsibilities of LICENSEE: Subject to the terms of this Agreement, LICENSEE will be responsible for carrying out and shall have exclusive control of all operations associated with the Event and related activities, including without limitation, provision of emergency medical services, lay-out and administration, and operation of sanitary facilities. Following the Event, LICENSEE will promptly commence garbage and rubbish removal and cleanup (hereafter, "the cleanup") and shall diligently and continuously engage in such cleanup efforts so that the cleanup will be accomplished as before departing the property on October 5, 2005. Buildings, facilities and

grounds will be restored to the condition that existed prior to the Event (hereafter, the "restoration") and be clean and free of clutter and debris. LICENSEE will remove all refuse, rubble, garbage and debris created by the Event or LICENSEE's activities at the Property and dispose of the same in at an appropriate waste facility off site.

5. Insurance and Indemnification: LICENSEE will be responsible for providing comprehensive general liability insurance as evidenced by the attached certificates of insurance. [In addition, LICENSEE will provide casualty insurance on the buildings, structures, equipment and facilities within the Property at their full replacement cost.] LICENSEE shall provide certificates of the foregoing insurance, showing CDA as additional insured to the extent of its interest. Finally, LICENSEE agrees to indemnify and hold CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials of and from any and all loss or liability associated with the Event 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 of the Property, excepting liability solely caused by the gross negligence of CDA or its employees, agents or representatives. Without limiting the generality of the foregoing, LICENSEE agrees to indemnify and hold CDA harmless from any lien claimed or asserted for labor, materials or services furnished to LICENSEE in connection with the event. With respect to any suit or claim by CDA, 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 attorney's fees incurred by CDA in securing compliance with the provision of this indemnification agreement.

6. Miscellaneous Responsibilities of LICENSEE: Except with respect to any specific services, equipment and facilities to be provided by CDA under this Agreement, LICENSEE will be responsible for acquiring all services and materials and otherwise for carrying out all actions necessary for the Event and related activities to take place, including, but not limited to, all planning, marketing, promotions, sponsorship, operations, concessions, garbage removal, cleanup, construction and demolition or removal of all temporary structures, development and removal of systems to deliver adequate supplies of potable water, portable toilets, systems for removal of wastewater, ticketing, security, emergency medical service, traffic control, electrical power and communications. LICENSEE will obtain all necessary licenses, permits and approvals required for the Event and for construction of any temporary structure or system to be used at the Property in connection with the Event or related activities. In addition, LICENSEE will take all actions necessary to restore the property to its condition existing prior to the commencement of operations under this agreement, including, without limiting the generality of the foregoing, the removal of all temporary structures and systems.

7. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party.

Oct 03 2003 3:38PM IN ENKSEY PWA 010 170 1000

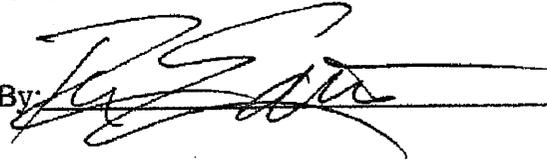
8. Entire Agreement. This contract constitutes the entire agreement between the parties and no further agreement, express or implied, written or oral, exists with respect to the subject matter of this document.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10. Rights and Interest. The Licensor acknowledges that it has no rights to nor interest in the footage produced by the filming that shall occur hereunder and the Licensee shall own all rights and interest to same.

In Witness Whereof, **Rock The Mohawk Entertainment, Inc.** has caused this instrument to be signed in its corporate name by ROBB EARNEST, hereunto duly authorized, and Riverhead Community Development Agency has caused this instrument to be signed in its corporate name by Philip J. Cardinale, Community Development Agency Chairman, hereunto duly authorized, as of the day and the year first above written.

Rock The Mohawk Entertainment, Inc.,

By:  _____

**RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY**

By: _____
Philip J. Cardinale
CDA Chairman

ACORD CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2
DATE 05/24/2005

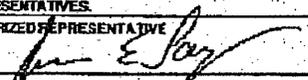
PRODUCER Willis North America, Inc. - Regional Cert Center 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191 877-945-7378		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Viacom Inc. MTV NETWORKS ROCK THE HAWK ENTERTAINMENT, INC. 8981 SUNSET BLVD. STE. 102 LOS ANGELES, CA 90069		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Travelers Property Casualty Company of Am	25674-004
		INSURER B: Travelers Casualty & Surety Company	19038-003
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR & DOT / TR / INSB	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TJGLSA260T402-5TIL-05	1/1/2005	1/1/2006	EACH OCCURRENCE \$ 5,000,000
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	231D6278	1/1/2005	1/1/2006	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	TJCAP260T396-8-TIL-05	1/1/2005	1/1/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	231D6266	1/1/2005	1/1/2006	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
	EXCESS LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER	TJCAP260T396-8-TIL-05	1/1/2005	1/1/2006	Auto Physical Damage \$500 Collision Deductible \$500 Comprehensive Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate Holder is included as an Additional Insured as required by the terms of a written agreement between the parties or in the case of a verbal agreement for liability arising out of the insured's negligent acts. Further the Certificate Holder is also included as a Loss Payee under the Automobile Physical Damage policy only if required by written or in the case of a verbal agreement only for negligent acts of the insured. This additional insured and/or Loss Payee status arises solely as respects the filming of the motion picture and/or television production "CALL TO GREATNESS"

CERTIFICATE HOLDER Town of Riverhead Community Development Agency 200 Howell Ave. Riverhead, NY 11901 631-727-6712 fax	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE
05/24/2005

PRODUCER 877-945-7378
Willis North America, Inc. - Regional Cert Center
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Viacom Inc.
MTV NETWORKS
ROCK THE MOUNTAIN ENTERTAINMENT, INC.
8981 SUNSET BLVD. STE. 102
LOS ANGELES, CA 90069

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Travelers Property Casualty Company of Am	25674-004
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INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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INSR ADD'L LTR	INSRN	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	TJGLSA260T402-5TIL-05	1/1/2005	1/1/2006	EACH OCCURRENCE \$ 5,000,000	
B		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	231D6278	1/1/2005	1/1/2006	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 5,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:					
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	TJCAP260T396-8-TIL-05	1/1/2005	1/1/2006	COMBINED SINGLE LIMIT (Per accident) \$ 3,000,000	
B		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	231D6266	1/1/2005	1/1/2006	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$	
		EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					
		DEDUCTIBLE					
		RETENTION \$					
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				W/C STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A		OTHER	TJCAP260T396-8-TIL-05	1/1/2005	1/1/2006	\$500 Collision Deductible \$500 Comprehensive Deductible	
		Auto Physical Damage					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate Holder is included as an Additional Insured as required by the terms of a written agreement between the parties or in the case of a verbal agreement for liability arising out of the insured's negligent acts. Further the Certificate Holder is also included as a Loss Payee under the Automobile Physical Damage policy only if required by written or in the case of a verbal agreement only for negligent acts of the insured. This additional insured and/or Loss Payee status arises solely as respects the filming of the motion picture and/or television production "CALL TO GREATNESS"

CERTIFICATE HOLDER
Town of Riverhead
200 Howell Ave.
Riverhead, NY 11901
631-727-8712 fax

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
[Signature]