

Minutes of a Community Development Meeting held by the Town Board of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, on Tuesday, March 16, 2004, at 2:00 p.m.

Present:

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

Also Present:

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

Chairman Cardinale called the meeting to order at 5:00 p.m.

Chairman Cardinale: "And convene a Community Development Agency meeting and would you give us Resolution 5?"

Resolution #5

Andrea Lohneiss: "This resolution is in reaction to a request by the Audubon Society to have access to the EPCAL property to monitor bird boxes that they had previously had permission to set up there.

So the purpose of the license agreement is to make that use public and it is a not cost license agreement but it does obligate them to provide an insurance certificate which I assume they have done or will do prior to- "

Chairman Cardinale: "They will before I sign it."

Andrea Lohneiss: "Right."

Chairman Cardinale: "And you are moving- you are asking us to vote on that? Somebody move it, please."

Member Densieski: "Sure. Authorize the Supervisor to execute a license agreement Eastern Long Island Audubon Society, Inc. So moved."

Member Blass: "And seconded."

Chairman Cardinale: "Moved and seconded. I point out, Barbara, that on 2, we're changing 4/1/04 to 9/1/04, on 4, 7th and 8th line from the bottom we've made those deletions from the word labor- from the word for to the words events, and we added at 7, monitoring species.

With those changes, it's been moved and seconded and vote please."

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

Andrea Lohneiss: "The resolution is adopted. That's all the business for today's CDA meeting."

Chairman Cardinale: "Thank you. We'll miss you when you are no longer with us to call the meetings, which will be in a month or so, I suppose. But our loss is the county's gain, Andrea.

I would like to close the meeting of the CDA."

Meeting closed: 5:02 p.m.

Barbara Lutton
Town Clerk

Adopted

03/16/04

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY
Resolution # 5

**AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH
EASTERN LONG ISLAND AUDUBON SOCIETY, INC.**

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

WHEREAS, the Eastern Long Island Audubon Society, Inc. wishes to maintain bird boxes that were installed on the EPCAL property for the purposes of observing bird populations at the site and the Town wishes to allow the activity proposed by the Audubon Society,

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Chairman is hereby authorized to execute the attached license agreement, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Audubon Society, the Office of Accounting; the Community Development Agency and the Office of the Town Attorney.

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

LICENSE

License ("License"), made as of the _____ of _____ 2004, by and between the Town of Riverhead Community Development Agency, ("Licensor") having and address at 200 Howell Avenue, Riverhead, New York and Eastern Long Island Audubon Society, Inc, ("Licensee"), having an address at Box 802, Center Moriches, NY 11934, New York, a not-for-profit corporation.

WITNESSETH

WHEREAS, Eastern Long Island Audubon Society, Inc wishes to utilize Town of Riverhead property located at EPCAL for the purpose of monitoring bird boxes and the watching of birds located at the EPCAL; and

WHEREAS, the Town of Riverhead wishes to grant the Licensor 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 agrees 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, 2004 and shall end on September 1, 2004.

3. Condition of the License Properties. Licensee is familiar with the licensed premises, has examined same. Notwithstanding the foregoing, licensee agrees to accept the licensed property "as is".

4. Insurance and Indemnification: Licensee will be responsible for providing comprehensive general liability insurance in the amount of not less than \$2,000,000 with a company or companies reasonably satisfactory to the Licensor. Licensee will provide certificates of the foregoing insurance, showing the Town of Riverhead and the Town of Riverhead Community Development Agency as "additional insured" to the extent of their interest. Finally, licensee agrees to indemnify and hold CDA, 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 CDA or its employees, agents or representatives. Without limiting the generality of the foregoing, Licensee agrees to indemnify and hold CDA and 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 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 attorneys fees incurred by CDA securing compliance with the provision of this indemnification agreement.

6. License Fee. In consideration of the type of work to be conducted at the premises by the licensee, the Town of Riverhead CDA hereby waives any licensee fee.

7. Use of License Property. Licensee agrees to utilize the licensed properties exclusively for the purpose of bird watching and monitoring.

8. Insurance. Shall be maintained as per the attached contract and in coordination with the Town of Riverhead to ensure adequate coverage of all property and liability with all concerned entities being named as additional insured.

9. Repair, Maintenance and Inventory of License Properties.

a) Licensee agrees to maintain the licensed area free of trash and 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 properties without the prior permission of the licensor.

10. Assignment. Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this license, license the license property, 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.

11. 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 property.

12. Notices: Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to 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 at the Licensee, it shall be addressed to PO Box 802, Center Moriches, NY 11934.

13. 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.

14. 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: _____

Eastern Long Island Audubon Society, Inc.

By: _____