

APRIL 15, 2014

CDA RESOLUTION LIST:

CDA

Res. #7 Authorizes the Chairman to Execute a License Agreement with Long Island Aero Modelers Association (LIAMA)

CDA

Res. #8 Authorizes the Chairman to Execute a License Agreement with Riverhead Adventures LLC

TOWN BOARD RESOLUTIONS:

Res. #243 Authorizes Town Supervisor to Execute a License Agreement with the Amagansett Food Institute Regarding Participation in a Weekly Saturday Farmer's Market from May 24, 2014, to November 1, 2014, as Co-Sponsored with the Riverhead Business Improvement District Management Association, Inc, in the Riverhead Parking District, Riverfront Parking Lot

Res. #244 Riverhead Sewer District 2013 Capital Projects Closure

Res. #245 EPCAL Sewer Improvement Project #20017 Budget Adjustment

Res. #246 Ambulance District Budget Adjustment

Res. #247 Calverton Sewer District Budget Adjustment

Res. #248 Child Care Center Building Budget Adjustment

Res. #249 EPCAL Sewer Upgrade Project #20042 Calverton Sewer District Capital Improvement Project Budget Adoption

Res. #250 General Fund Budget Adjustment

Res. #251 Hampton Jitney Inc. Water Service Capital Project Budget Adoption

Res. #252 General Fund Peconic Estuary Budget Adjustment

Res. #253 General Fund Town Attorney Budget Adjustment

Res. #254 Ratifies Fresh Connect Grant Applications by Town of Riverhead & Amagansett Food Institute to NYS Dept. of Agriculture & Markets

Res. #255 Awards Bid for 2' x 4' LED Troffer Lighting Fixtures

**COMMUNITY DEVELOPMENT AGENCY
TOWN OF RIVERHEAD**

Resolution # 7

**AUTHORIZES THE CHAIRMAN TO EXECUTE A LICENSE AGREEMENT WITH
LONG ISLAND AERO MODELERS ASSOCIATION (LIAMA)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, Long Island Aero Modelers Association (LIAMA) has expressed its desire to enter into a license agreement with the Town of Riverhead Community Development Agency ("CDA") to conduct an event entitled "Model Aviation Day" on August 15, 2014 through August 17, 2014; and

WHEREAS, the CDA desires to grant the license to Long Island Aero Modelers Association (LIAMA) for that term.

NOW, THEREFORE, BE IT RESOLVED that the CDA hereby authorizes the Chairman to execute a License Agreement in substantially the form attached between the Town of Riverhead Community Development Agency and Long Island Aero Modelers Association (LIAMA) for a term as follows: (a) commencing on August 15, 2014 and ending on August 17, 2014; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Long Island Aero Modelers Association (LIAMA), 27 Prairie Lane, Lindenhurst, New York, 11757; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**LICENSE AGREEMENT BETWEEN THE
TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
AND LONG ISLAND AERO MODELERS ASSOCIATION (LIAMA)**

This Contract is made and entered into as of this _____ day of May, 2014, by and between Riverhead Community Development Agency, a public instrumentality of the Town of Riverhead, County of Suffolk and State of New York (“CDA”) and Long Island Aero Modelers Association (LIAMA), existing under the laws of the Non-Profit Academy of Model Aeronautics (AMA Chapter #71) and Long Island Aero Modeling Association (LIAMA), having a principal place of business at 27 Prairie Lane, Lindenhurst, New York 11757 (“Licensee”).

WHEREAS, Licensee has formed for the purposes of organizing, and hosting a Charitable Model Aviation Fun-Fly Event; and

WHEREAS, CDA owns fee title to land in Calverton, New York, commonly known as Calverton Enterprise Park (the “Park”), which land is depicted in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Licensee desires a license agreement for Licensee to enter and use a portion of the Park designated herein as the Licensed Area, to conduct an event entitled “Model Aviation Day”, having all proceeds being donated to Wounded Warriors, on Friday, August 15, 2014, Saturday, August 16, 2014 and Sunday, August 17, 2014, between the hours of 9:00 a.m. and 7:00 p.m., (set-up to take place between 7:00 a.m. and 9:00 a.m. each day); and

WHEREAS, CDA desires to grant to Licensee a license to enter and use a portion of the Park designated herein as the Licensed Area, to conduct an event entitled “Model Aviation Day”, having all proceeds being donated to Wounded Warriors, on Friday, August 15, 2014, Saturday, August 16, 2014 and Sunday, August 17, 2014, between the hours of 9:00 a.m. and 7:00 p.m., (set-up to take place between 7:00 a.m. and 9:00 a.m. each day).

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

1. Licensed Area, Use and Term: The area licensed by CDA to Licensee hereunder (the “Licensed Area”) shall consist of that portion or portions of the Park as depicted by the cross-hatching on Exhibit A attached hereto and made a part hereof and shall include the improvements thereon including but not limited to any building, structure, any necessary equipment and any

appurtenances thereto, such as appropriate means for ingress and egress upon the terms and conditions set forth hereunder. This License will provide Licensee and its employees, representatives, agents use and occupancy of the Property as follows: (a) commencing on Friday, August 15, 2014, Saturday, August 16, 2014 and Sunday, August 17, 2014, between the hours of 9:00 a.m. and 7:00 p.m., (set-up to take place between 7:00 a.m. and 9:00 a.m. each day) (the "Term") for purposes of preparing the grounds the intended use of the Licensed Area. Either party may cancel the agreement without cause at any time upon fifteen (15) days written notice.

2. Compliance With Laws: Licensee shall at all times during the Term, 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 arising out of Licensee's Permitted Use and will secure any and all permits or licenses required for its activities and operations carried out at the Licensed Area. CDA agrees to cooperate with Licensee by providing any information at its disposal and otherwise use its best efforts to assist Licensee in pursuing its applications for all necessary approvals.

3. Compensation: There shall be no License fee due for this event as Licensee has provided documentation that said organization is recognized by the Internal Revenue Service as a 501(c)3 non-profit organization.

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 within described activities. At the conclusion of the license period, Licensee will promptly commence garbage and rubbish removal and cleanup (the "Cleanup") so that the Property is delivered back to CDA in the same condition (normal wear and tear excepted) as delivered to Licensee on the commencement date of the Term. Licensee will remove all refuse, rubble, garbage and debris created as a result of its use and activities at the Property and dispose of the same at an appropriate waste facility.

5. Authority of CDA: CDA represents and warrants that it owns fee title to the Licensed Area and has all the requisite authority necessary to enter into this agreement.

6. 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 CDA. (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 and the Town of Riverhead as additional insured's to the extent of their interest. Licensee agrees to indemnify and hold harmless CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability arising out of Licensee's use of the Property as 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, or any concert attendee, of the Property, excepting liability solely caused by the negligence of CDA or the Town of Riverhead or their respective employees, agents or representatives.

7. 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 in connection with the project and related activities to take place, including, but not limited to, all planning, operations, concessions, garbage removal, cleanup, construction and demolition or removal of all temporary structures, development. Licensee will obtain all necessary approvals required for the Project and for construction of any temporary structure or system to be used at the Licensed Area in connection with the Project or related activities. CDA shall use its best efforts to facilitate the Licensee's acquisition of such necessary approvals. In addition, Licensee will take all actions necessary to restore the Property to its condition existing on the date of the commencement of the Term (normal wear and tear excepted) under this agreement, including, without limiting the generality of the foregoing, the removal of all temporary structures and systems.

8. 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. Licensee shall, however be allowed to change the name of either the Licensee entity or the name of the Project in its sole discretion without requiring the prior consent of CDA thereto. Additionally in the event CDA conveys the Park or any part thereof

during the period of time from the date hereof to the end of the Term (and/or any Option Term) any successor in interest to CDA shall be bound to the obligations and responsibilities of CDA herein and Licensee's use and occupancy rights herein shall not be disturbed by any successor in-interest to CDA.

9. Conditions To License Agreement: The rights and obligations of both CDA and Licensee hereunder are conditioned on Licensee's receipt of the necessary approvals for its project. If Licensee is unsuccessful in obtaining the necessary approvals or the Project does not occur, then this Agreement shall terminate and the obligations of each party herein shall be null and void.

10. 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.

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

In Witness Whereof, Licensee has caused this instrument to be signed in its company name by Charles Davis, hereunto duly authorized, and Town of Riverhead Community Development Agency has caused this instrument to be signed in its corporate name by Sean M. Walter, its Chairman, hereunto duly authorized, as of the day and the year first above written.

Long Island Aero Modelers Association

Riverhead Community Development Agency

By: _____
Name:
Title: Member

By: _____
Name: Sean M. Walter
Title: Chairman

**COMMUNITY DEVELOPMENT AGENCY
TOWN OF RIVERHEAD**

Resolution # 8

**AUTHORIZES THE CHAIRMAN TO EXECUTE A LICENSE AGREEMENT WITH
RIVERHEAD ADVENTURES LLC**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, Riverhead Adventures, LLC has expressed its desire to enter into a license agreement with the Town of Riverhead Community Development Agency ("CDA") for two one week terms to conduct two (2) separate 5K recreational runs; and

WHEREAS, the CDA desires to grant the license to Riverhead Adventures, LLC for that term.

NOW, THEREFORE, BE IT RESOLVED that the CDA hereby authorizes the Chairman to execute a License Agreement in substantially the form attached between the Town of Riverhead Community Development Agency and Riverhead Adventures, LLC for two one week terms as follows: (a) commencing on May 26, 2014 and ending on June 2, 2014; and (b) commencing on September 8, 2014 and ending on September 15, 2014; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Riverhead Adventures, LLC, P.O. Box 725, Calverton, New York, 11933; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**LICENSE AGREEMENT BETWEEN THE
TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY
AND RIVERHEAD ADVENTURES, LLC**

This Contract is made and entered into as of this _____ day of May, 2014, by and between Riverhead Community Development Agency, a public instrumentality of the Town of Riverhead, County of Suffolk and State of New York (“CDA”) and Riverhead Adventures, LLC, a limited liability company duly organized and existing under the laws of the State of New York, having a principal place of business at 8 North Woods Road, Baiting Hollow, New York 11933 (“Licensee”).

WHEREAS, Licensee has formed for the purposes of organizing, and hosting survival race events; and

WHEREAS, CDA owns fee title to land in Calverton, New York, commonly known as Calverton Enterprise Park (the “Park”), which land is depicted in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Licensee desires a license agreement for Licensee to enter and use a portion of the Park designated herein as the Licensed Area, to conduct two (2) 5K recreational runs, having a portion of the proceeds being donated to local charities and groups, on Sunday, June 1, 2014 and Sunday, September 14, 2014, between the hours of 8:00 a.m. and 3:00 p.m.; and

WHEREAS, CDA desires to grant to Licensee a license to enter and use a portion of the Park designated herein as the Licensed Area, to hold two (2) 5K recreational runs, for the following terms: (a) commencing on May 26, 2014 and ending on June 2, 2014; and (b) commencing on September 8, 2014 and ending on September 15, 2014.

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

1. **Licensed Area, Use and Term**: The area licensed by CDA to Licensee hereunder (the “Licensed Area”) shall consist of that portion or portions of the Park as depicted by the cross-hatching on Exhibit A attached hereto and made a part hereof and shall include the improvements thereon including but not limited to any building, structure, any necessary equipment and any appurtenances thereto, such as appropriate means for ingress and egress upon the terms and conditions set forth hereunder. This License will provide Licensee and its employees,

representatives, agents use and occupancy of the Property as follows: (a) commencing on May 26, 2014 and ending on June 2, 2014; and (b) commencing on September 8, 2014 and ending on September 15, 2014 (the "Term") for purposes of preparing the grounds the intended use of the Licensed Area which includes without limitation; the construction and installation of temporary structures and facilities necessary to the conduct the two (2) 5K recreational runs described herein (collectively, the "Permitted Use"). Either party may cancel the agreement without cause at any time upon fifteen (15) days written notice.

2. Compliance With Laws: Licensee shall at all times during the Term, 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 arising out of Licensee's Permitted Use and will secure any and all permits or licenses required for its activities and operations carried out at the Licensed Area. CDA agrees to cooperate with Licensee by providing any information at its disposal and otherwise use its best efforts to assist Licensee in pursuing its applications for all necessary approvals.

3. Compensation: In exchange for the License set forth above Licensee shall pay Licensor at the time of execution of the within agreement a fee (the "License Fee") in an amount totaling Four Hundred and 00/100 (\$400.00).

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 within described activities. At the conclusion of the license period, Licensee will promptly commence garbage and rubbish removal and cleanup (the "Cleanup") so that the Property is delivered back to CDA in the same condition (normal wear and tear excepted) as delivered to Licensee on the commencement date of the Term. Licensee will remove all refuse, rubble, garbage and debris created as a result of its use and activities at the Property and dispose of the same at an appropriate waste facility.

5. Authority of CDA: CDA represents and warrants that it owns fee title to the Licensed Area and has all the requisite authority necessary to enter into this agreement.

6. 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 CDA. (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 and the Town of Riverhead as additional insured's to the extent of their interest. Licensee agrees to indemnify and hold harmless CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials from any and all loss or liability arising out of Licensee's use of the Property as 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, or any concert attendee, of the Property, excepting liability solely caused by the negligence of CDA or the Town of Riverhead or their respective employees, agents or representatives.

7. 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 in connection with the project and related activities to take place, including, but not limited to, all planning, operations, concessions, garbage removal, cleanup, construction and demolition or removal of all temporary structures, development. Licensee will obtain all necessary approvals required for the Project and for construction of any temporary structure or system to be used at the Licensed Area in connection with the Project or related activities. CDA shall use its best efforts to facilitate the Licensee's acquisition of such necessary approvals. In addition, Licensee will take all actions necessary to restore the Property to its condition existing on the date of the commencement of the Term (normal wear and tear excepted) under this agreement, including, without limiting the generality of the foregoing, the removal of all temporary structures and systems.

8. 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. Licensee shall, however be allowed to change the name of either the Licensee entity or the name of the Project in its sole discretion without requiring the prior consent of CDA thereto. Additionally in the event CDA conveys the Park or any part thereof

during the period of time from the date hereof to the end of the Term (and/or any Option Term) any successor in interest to CDA shall be bound to the obligations and responsibilities of CDA herein and Licensee's use and occupancy rights herein shall not be disturbed by any successor in-interest to CDA.

9. Conditions To License Agreement: The rights and obligations of both CDA and Licensee hereunder are conditioned on Licensee's receipt of the necessary approvals for its project. If Licensee is unsuccessful in obtaining the necessary approvals or the Project does not occur, then this Agreement shall terminate and the obligations of each party herein shall be null and void.

10. 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.

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

In Witness Whereof, Licensee has caused this instrument to be signed in its company name by Christopher Witt, Member, hereunto duly authorized, and Town of Riverhead Community Development Agency has caused this instrument to be signed in its corporate name by Sean M. Walter, its Chairman, hereunto duly authorized, as of the day and the year first above written.

Riverhead Adventures, LLC

Riverhead Community Development Agency

By: _____
Name:
Title: Member

By: _____
Name: Sean M. Walter
Title: Chairman