

**OCTOBER 2, 2012**

**CDA RESOLUTIONS:**

**CDA #14     Authorizes the Chairman to Execute a License Agreement with CSC Holdings, LLC**

**TOWN BOARD RESOLUTIONS:**

**Res. #764     2011 Jamesport Boardwalk Capital Improvement Project Budget Adoption**

**Res. #765     Closure of Account in Capital One**

**Res. #766     Riverhead Sewer Rehabilitation Budget Adoption**

**Res. #767     Authorizes Release of Water Project Funds Ext. 89 Peconic River Sportsman's Club US Navy**

**Res. #768     Water District Route 105 Transmission Budget Adjustment**

**Res. #769     Authorizes Court Recall for a Retired Police Detective**

**Res. #770     Ratifies the Appointment of an Automotive Equipment Operator to the Highway Department (Keith Fink)**

**Res. #771     Ratifies the Appointment of an Automotive Equipment Operator to the Highway Department (John Meyer)**

**Res. #772     Ratifies the Appointment of an Automotive Equipment Operator to the Highway Department (David Osman)**

**Res. #773     Classifies Action on Special Permit of Philip Swotkiewicz and Calls Public Hearing**

**Res. #774     Appoints a Call-In Recreation Aide-Volleyball Attendant to the Recreation Department (Eugene Barrow)**

**Res. #775     Authorizes Town Clerk to Publish and Post a Public Notice to Consider Expenditure of Community Preservation Funds in the amount of \$900,000.00 for Costs and Expenses Related and Necessary to Create an Open Space Preserve**

**Res. #776     Appoints a Call-In Park Attendant II to the Recreation Department (Andrew Blackmore)**

- Res. #777** Appoints a Call-In Park Attendant II to the Recreation Department (Christine Spero)
- Res. #778** Appoints a Call-In Park Attendant II to the Recreation Department (George Spero)
- Res. #779** Authorizes Town Clerk to Publish and Post Notice of Public Hearing to Consider the Adoption of the 2013 Preliminary Annual Budget for the Town of Riverhead
- Res. #780** Authorizes Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 37 Entitled “Retirement” of the Riverhead Town Code (Article III)
- Res. #781** Adopts a Local Law Amending Chapter 26 Entitled “Officers and Employees” of the Riverhead Town Code
- Res. #782** Adopts a Local Law to Amend Chapter 101 Entitled “Vehicles and Traffic” of the Riverhead Town Code (§101-4. One Way Streets - St. John’s Place)
- Res. #783** Appoints Bracken Margolin Besunder, LLP as Special Counsel to the Board of Assessment Review
- Res. #784** Appoints Sinnreich, Kosakoff & Messina LLP as Special Counsel in the Matter of Brud Rossman v. Allen M. Smith, Et. Al.
- Res. #785** Authorizes Supervisor to Execute Agreement with Riverhead Soccer Club for Training and Referee Services for Town of Riverhead Police Athletic League Girls and Boys Soccer Program for 2012 Calendar Year
- Res. #786** Approves the Chapter 90 Application of Abate of NY Long Island Chapter (St. Mary’s Food and Toy Run – November 4, 2012)
- Res. #787** Ratifies Agreement with Robert W. Johnson for Dog Adoption Video-Recording
- Res. #788** Rejects Bid & Authorizes Town Clerk to Republish and Repost Notice to Bidders for Calcium Hypochlorite Tablets
- Res. #789** Resolution to Authorize the Cornell Cooperative Extension to Locate ECO- Counters at Various Locations within the Town of Riverhead
- Res. #790** Pays Bills

**Res. #791 Awards Bid for Food**

**Res. #792 Awards Bid for Janitorial Supplies**

10.02.12  
12014

ADOPTED

**TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY**

**Resolution # 14**

**AUTHORIZES THE CHAIRMAN TO EXECUTE A LICENSE AGREEMENT WITH CSC  
HOLDINGS, LLC**

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

**NOW THEREFORE BE IT RESOLVED** that the Town Board of the Town of Riverhead hereby authorizes the Chairman to execute a License Agreement in substantially the same form as attached between the Town of Riverhead Community Development Agency and CSC Holdings, LLC in connection with the utilization of a portion of Town of Riverhead-Enterprise Park at Calverton Eastern Runway, Grumman Boulevard/River Road, Calverton for testing of WiFi technology system; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to James Newman, V.P. , CSC Holdings, LLC, 1111 Stewart Avenue, Bethpage, New York 11714; 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 ABSENT

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

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

This Contract is made and entered into as of this \_\_\_\_ day of October, 2012, 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 CSC Holdings, LLC, (the "Licensee"), a limited liability company duly organized and existing under the laws of the State of Delaware having a principal place of business at 1111 Stewart Avenue, Bethpage, New York 11714.

**WHEREAS**, Licensee is in the business, among other things, of developing and testing WiFi technology and systems; and

**WHEREAS**, CDA owns fee title to approximately 1800 acres of land in Calverton, New York, commonly known as Calverton Enterprise Park (the "Park"); and

**WHEREAS**, the Licensee wishes to use the ten thousand (10,000) foot runway to conduct testing of an improved WiFi technology system to provide greater or enhanced connectivity for a term commencing on October 15, 2012 and ending on October 19, 2012; and

**WHEREAS**, by separate agreement CDA has granted certain rights and privileges to Altitude Express, Inc. d/b/a SkyDive Long Island for use of the ten thousand (10,000) foot runway; and

**WHEREAS**, CDA desires to grant to Licensee and Licensee desires to obtain from CDA a license in order for Licensee to enter and use a portion of the Park designated herein as the Licensed Area, to test said WiFi technology system.

**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 the ten thousand (10,000) foot runway, 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. Subject to Licensee and Altitude Express, Inc. d/b/a SkyDive Long Island entering into an agreement for mutual use of the ten thousand (10,000) foot runway, this License will provide Licensee and its employees, representatives, agents use and occupancy of the Licensed Area commencing on October 15, 2012 and terminating on October 19, 2012 (the "Term") for purposes of network set-up, conducting testing, tear down of network set-up and clean-up. The hours of operation for testing shall be as follows: (a) October 15, 2012 from 5:00 a.m. to 10:00 p.m.; and (b) October 16 through October 19, 2012 from 7:00 a.m. to 10:00 p.m. The Licensee, its employees, representatives, agents use shall not install, affix or make any permanent structures to the Licensed Area. The use of the Licensed Area shall consist without limitation of the following; one test car with WiFi antennas; portable WiFi base stations secured upon tripods (7 per mile); fiber and co-ax loop; and cablevision fiber truck necessary to the conduct the testing described herein (collectively, the "Permitted Use"). In the event that Licensee neglects, fails or is otherwise unsuccessful in entering into a separate agreement with Altitude Express, Inc. d/b/a SkyDive Long Island on or before October 10, 2012, Either party may cancel the agreement without cause

at any time upon written notice. In the event this agreement is cancelled, the CDA shall promptly refund the license fee to Licensee.

In the event of inclement weather or other unforeseen delay, Licensee upon giving notice to CDA, Licensee shall be permitted to conduct the Permitted Use in the Licensed Area for up to three additional days; namely October 23, 2012, October 24, 2102 and October 25, 2012. The hours of operation shall be from 7:00 a.m. to 10:00 p.m.

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 CDA at the time of signing this agreement a fee (the "License Fee") in an amount of two thousand and 00/100 (\$2,000.00).

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 Licensed Area 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 Licensed Area 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 commercial general liability insurance in the amount of not less than \$2,000,000 with a company or companies reasonably satisfactory to CDA. Licensee shall provide certificate of the foregoing insurance, showing CDA and the Town of Riverhead as additional insureds 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 Licensed Area 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 and representatives, of the Licensed Area, excepting liability 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 Permitted Use 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. If applicable, Licensee will obtain all necessary approvals required for the Permitted Use and for construction of any temporary structure or system to be used at the Licensed Area in connection with the Permitted Use 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 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: (a) Licensee's receipt of the necessary approvals for its Permitted Use, if applicable; and (b) proof or other confirmation that Licensee has entered into a binding agreement with Altitude Express, Inc. d/b/a SkyDive Long Island on or

before October 10, 2012. If Licensee is unsuccessful in obtaining the necessary approvals and binding agreement, 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 Jerry Genova, EVP Network Management, 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.

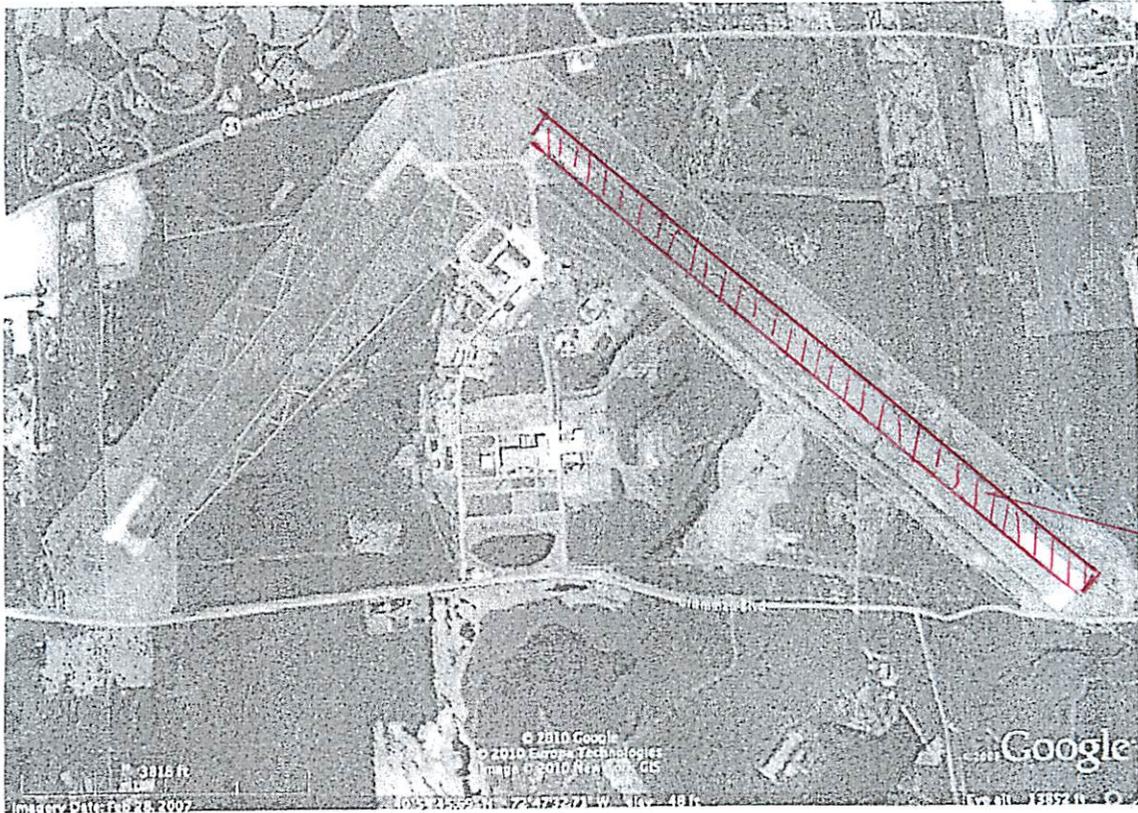
CSC Holdings, LLC

Riverhead Community  
Development Agency

By: \_\_\_\_\_  
Name: Jerry Genova  
Title: EVP,  
Network Management

By: \_\_\_\_\_  
Name: Sean M. Walter  
Title: Chairman

# Exhibit A



LICENSED  
AREA