

DECEMBER 18, 2012

CDA RESOLUTION LIST:

CDA

Res. #20 Authorizes the Chairman to Execute a License Agreement with Riverhead Adventures, LLC

TOWN BOARD RESOLUTION LIST:

Res. #943 General Fund Buildings and Grounds Budget Adjustment

Res. #944 General Fund Marina and Docks Budget Adjustment

Res. #945 2012 NYS Environmental Facilities Corporation Clean Vessel Act Assistance Program Budget Adoption

Res. #946 Police Department Budget Adjustment

Res. #947 Amends Resolution #454 (*Changes the Status of an Account Clerk Typist*)

Res. #948 Setting Terms and Conditions of Employment for Deputy Tax Receiver Cori Fife

Res. #949 Promotes a Maintenance Mechanic in the Sewer District (Sean McCabe)

Res. #950 Appoints Call-In Personnel for the Riverhead Recreation Department

Res. #951 Authorizes Notice to Bidders for Sanitary Pump Station Upgrades Hangar Pump Station – Calverton Sewer District Contract No. CASD 05-04 HPS

Res. #952 Rescinds Resolution #860 of 2012 (Declares Route 58, LLC in Default in Connection with Site Plan Approval of the Construction of a Bowling Center) and Accepts Irrevocable Letter of Credit of Route 58, LLC (Water Key Money Fees – “All Star Lanes of Aquebogue, LLC”)

Res. #953 Authorizes Settlement of Legal Action by Field Day, LLC and AEG Live, LLC, Against the Town of Riverhead and Riverhead Police Chief David Hegermiller

Res. #954 Approves Application for Amendment of Fresh Water Wetlands Inventory for McGann-Mercy High School (SCTM #600-82-3-6)

Res. #955 Appoints Sinnreich Kosakoff & Messina LLP as Special Counsel in the Matter of Donna M. Zlatniski, Et. Al. v. the Town of Riverhead Et. Al.

Res. #956 Authorizes the Supervisor to Execute Professional Services Agreement with George J. Hockbrueckner & Associates, Inc.

- Res. #957** Authorizes the Supervisor to Execute Agreement with North Fork Animal Welfare League, Inc. for Operation of the Town of Riverhead animal Shelter
- Res. #958** Authorizes the Supervisor to Execute a Lease Agreement with Kiwanis Club of Greater Riverhead for Storage for Toys for Tots
- Res. #959** Authorizes the Town Clerk to Publish and Post Public Notice to Change the Date of a Riverhead Town Board Meeting
- Res. #960** Authorizes the Adoption of the Incorporation of Certain Private Roads into the Town of Riverhead's Highway System Pursuant to New York State Highway Law Section 189 Highways by Use
- Res. #961** Accepts the Resignation of a Public Safety Dispatcher I (Margaret Wickers)
- Res. #962** 21st Century Oncology Sewer Extension Capital Project Budget Adjustment
- Res. #963** Authorizes Amendment to Resolution #940 for Extension of Time to Remit Real Property Taxes for Senior Citizens Receiving Enhanced Star Pursuant to Section 425 or Section 467 of NYS RPTL
- Res. #964** Appoints Representative to the Peconic Bay Region Community Preservation Fund Advisory Opinion Bureau
- Res. #965** Authorizes the Supervisor to Execute a Settlement Agreement with CSC Acquisition – NY, Inc. (Cablevision) Regarding a Cablevision Franchise Compliance Fee Audit
- Res. #966** Amends Resolution #942 (Authorizes the Town Clerk to Publish and Post a Public Notice to Consider a Local Law to Amend Chapter 108 of the Riverhead Town Code Entitled "Zoning" (Site Plan Review - §108-132 Contents of Application)
- Res. #967** Authorizes the Supervisor to Execute a Stipulation with an Employee Holding Civil Service Job 500201 with Town of Riverhead Police Department
- Res. #968** Establishes Time of Regular Meetings of the Town Board
- Res. #969** Pays Bills
- Res. #970** General Fund Historical Properties Budget Adjustment

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ADOPTED

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

Resolution # 20

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

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

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-10K 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 weeks terms as follows: (a) commencing on May 20, 2013 and ending on May 27, 2013; and (b) commencing on August 5, 2013 and ending on August 12, 2013; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Riverhead Adventures, LLC, 8 North Woods Road, Baiting Hollow, 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 December, 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 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 – 10K recreational run, having a portion of the proceeds being donated to local charities and groups, on Saturday, May 25, 2013 and Saturday, August 10, 2013, between the hours of 9:00 a.m. and 10:00 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 – 10K recreational runs, for the following terms: (a) commencing on May 20, 2013 and ending on May 27, 2013; and (b) commencing on August 5, 2013 and ending on August 12, 2013.

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 20, 2013 and ending on May 27, 2013; and (b) commencing on August 5, 2013 and ending on August 12, 2013 (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 – 10K 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 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 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 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 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 _____, 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