

11/19/02

Town of Riverhead Community Development Agency

Resolution # 18

Authorizes Chairman to Execute License Agreement with United Aerial Advertising

Member COUNCILWOMAN SANDERS offered the following resolution,

which was seconded by Member COUNCILMAN LULL:

WHEREAS, United Aerial Advertising has requested use of the Calverton Airport for the purpose of banner towing including landing, refueling, banner storage and takeoff activities from May 26, 2003 to September 1, 2003; and

WHEREAS, the Town of Riverhead will receive \$7,000 for the three month period.

THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Chairman to execute the license agreement with United Aerial Advertising upon receipt and approval by the town Attorney of all applicable permits and approvals, including but not limited to the Federal Aviation Administration, the Suffolk County Health Department and New York State Department of Environmental Conservation (DEC), adequate insurance and Buyer's consent.

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

The Vote:

| | |
|----------------------|------------|
| Member Sanders | <u>yes</u> |
| Member Blass | <u>yes</u> |
| Member Densieski | <u>yes</u> |
| Member Lull | <u>yes</u> |
| Chairman Kozakiewicz | <u>yes</u> |

THE VOTE

Sanders Yes No Blass Yes No
 Densieski Yes No Lull Yes No
 Kozakiewicz Yes No

THE RESOLUTION WAS WAS NOT
 THEREUPON ADOPTED

Adopted

11/19/02

TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

RESOLUTION #19

AUTHORIZES THE CHAIRMAN TO EXECUTE A LICENSE AGREEMENT WITH TELEPHONICS CORPORATION

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

WHEREAS, Telephonics, Inc. has sought use of the Town of Riverhead Community Development Agency's property located at Calverton, NY for the purpose of demonstrating its ground surveillance/detection radar, and

WHEREAS, the Town of Riverhead CDA wishes to permit Telephonics, Inc. permission to utilize said property,

NOW, THEREFORE, it is hereby

RESOLVED, that the Town Board has the right to cancel this license agreement within thirty (30) days for no reason or any reason at all.

RESOLVED, that the Supervisor is hereby authorized to execute a license agreement permitting Telephonics, Inc. use of the CDA property at Calverton substantially in the form attached hereto; and

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Telephonics, Inc. 815 Broad Hollow Road, Farmingdale, NY; the Office of the Town Attorney and the Office of Accounting.

abstain **THE VOTE** *abstain*
Sanders Yes No ~~Blas~~ Yes No
Densieski Yes No ~~Lull~~ Yes No
Kozakiewicz Yes No
THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

LICENSE

License ("License"), made as of the day of November, 2002, by and between the Town of Riverhead, ^{Community Development Agency} ("Licensor") having an address at 200 Howell Avenue, Riverhead, New York, and Telephonics Corporation, ("Licensee"), having an address at 815 Broad Hollow Road, Farmingdale, New York, a Delaware corporation.

WITNESSETH

WHEREAS, Licensee wishes to utilize Town of Riverhead property located at Calverton Industrial Facility for the purpose of demonstrating its ground surveillance/detection radar, and

Community Development Agency

WHEREAS, the Town of Riverhead wishes to grant the Licensor the right to so same.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves and their successors, hereby agree as follows:

1. Licensing: Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use the licensed premises periodically upon request.

2. Term of the License. The term of this License (the "term") shall commence on November 21, 2002 and shall continue for one year, unless extended in writing by mutual agreement.

3. Condition of the License Property. Licensee is familiar with the licensed premises, has examined same and is aware of defects, if any, in

it. Notwithstanding the foregoing, Licensee agrees to accept the licensed property for use “as is”.

4. Insurance and Indemnification: Licensee will be responsible for providing and maintaining 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 (“CDA”) as additional insureds to the extent of their interest. Licensee agrees to indemnify and hold Licensor and CDA, and their respective officers, employees, agents, representatives and officials harmless from any and all loss or liability associated with the 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, or attendees, excepting liability caused by the negligence of Licensor or CDA or its employees, agents or representatives. Without limiting the generality of the foregoing, Licensee agrees to indemnify and hold Licensor and CDA harmless from any lien claimed or asserted for labor, materials or services furnished to Licensee in connection with the use of the property.

5. License Fee. In consideration of the type of work to be conducted at the premises by the Licensee, the Licensor and CDA hereby waive any licensee fee.

6. Use of License Property. Licensee agrees to utilize the licensed properties exclusively for the purpose of demonstration.

7. 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) Licensee shall not be permitted to alter the licensed properties without the prior permission of the licensor.

8. 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.

9. Indemnity: Licensee shall indemnify and hold the Licensor harmless from and against any and all claims, actions, liabilities, losses , costs and expenses, arising from or in connection with the use of the licensed property.

10. 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 the General Counsel, Telephonics Corporation, 815 Broad Hollow Road, Farmingdale, NY 11735 .

11. 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.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

TELEPHONICS CORP.

TOWN OF RIVERHEAD

By: _____

By: _____

RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY

By: _____

4. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled , “Trash, Rubbish and Refuse Disposal,” and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
5. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
6. Parking, paving, and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
8. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, “No Parking, Handicap Only,” and the universal symbol affixed thereto. Further, by execution and filing of this document, James and Margrit McGuire hereby authorizes and consents to the Town of Riverhead to enter premises at Northeast corner of East Main Street (SR25) and Prospect Place, Riverhead, New York, to enforce said handicapped parking regulations;
9. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter, and that any planters, planter boxes, window boxes, or other container plantings shall likewise be maintained on a year-round basis;
10. That all new utilities shall be constructed underground;
11. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the Town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof;
12. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;