

Adopted

3/5/02

Town of Riverhead Community Development Agency

Resolution # 3

Authorizes Chairman to Execute License Agreement with Top 20 Lacrosse Camps

Member COUNCILWOMAN SANDERS offered the following resolution,

which was seconded by Member COUNCILMAN DENSIESKI:

WHEREAS, Top 20 Lacrosse Camps has requested use of a portion of the Calverton Enterprise Park, as indicated on Exhibit C, from between July 1, 2002 and August 1, 2002 to conduct lacrosse camps for youth; and

WHEREAS, the Town of Riverhead will receive rental income in the amount of \$1,900.00 for use of the facility per Attachment C of the License Agreement.

THEREFORE, BE IT RESOLVED, that the CDA hereby authorizes the Chairman to execute a license agreement in the form attached hereto with Top 20 Lacrosse Camps, subject to the provision of an insurance certificate demonstrating coverages acceptable to the Town Attorney prior to initiation of the camp.

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

THE RESOLUTION WAS WAS NOT
THEREUPON DULY ADOPTED

3/5/02

Adopted

Town of Riverhead Community Development Agency

Resolution # 4

Authorizes Chairman to Execute License Agreement with Suffolk County Police Athletic League

Member Sanders offered the following resolution,

which was seconded by Member Lull:

WHEREAS, Suffolk County Police Athletic League has requested use of a portion of the Calverton Enterprise Park, as indicated on Exhibit C, from between March 5, 2002 and June 30, 2002 to conduct soccer camps for youth; and

WHEREAS, the Town of Riverhead will receive rental income in the amount of \$3,600.00 for use of the facility per Attachment C of the License Agreement.

THEREFORE, BE IT RESOLVED, that the CDA hereby authorizes the Chairman to execute a license agreement in the form attached hereto with Suffolk County Police Athletic League, subject to the provision of an insurance certificate demonstrating coverages acceptable to the Town Attorney prior to initiation of the camp.

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

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 Resolution is ADOPTED.

on behalf of Licensee. Licensee acknowledges that no representations with respect to the condition of the License Premises, or with respect to any improvements or fixtures thereon or attached thereto, have been made to it. Licensee shall provide at its own expense portable bathrooms at or near the License Premises for use during the Term. Further Licensee shall be responsible for leveling and/or mowing and/or spraying of the grounds. Both during and upon completion of the daily use Licensee shall be responsible for daily removal of trash generated during said use. Licensee shall provide monitoring of gate at all times during the event.

Licensee agrees to snowfence the licensed area prior to March 1. Furthermore, all preparation of fields, spraying, leveling, mowing, must be undertaken by the Licensee.

4. **LICENSE FEE.** Simultaneously with the execution hereof, Licensee shall pay to Licensor a fee in the amount of \$3,600.00 for use of the premises between March 5, 2002 and June 30, 2002 as described on Exhibit C.

Licensee covenants and agrees that (i) in no event shall Licensee permit any motor vehicle to (1) enter the Calverton Site other than through the Access Point (Exhibit A) or (2) park anywhere other than the Parking Area and (ii) a representative of Licensee shall be present at the Access Point at all times during the Event. A representative of the Licensee shall obtain key from guard house prior to each use and return key to guard house following each use on a daily basis.

5. **PAYMENT.** (a) The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check made payable to the order of The Town of Riverhead Community Development Agency and delivered to Andrea Lohneiss at the address provided for Licensor in the preamble to this License, without notice or demand therefor (except to the extent otherwise expressly provided herein) and without any deduction, credit, set-off, counterclaim or abatement whatsoever. In every case in which Licensee is required to pay to Licensor a sum of money and said sum (or any portion thereof) is not paid when due, interest at an annual rate of 12% shall be payable on such sum (or so much thereof as shall be unpaid) from the date said sum becomes due until the date the unpaid amount is paid. A deposit of \$1,000 will be due on March 1, 2002.

(b) **Security Deposit.** Licensee shall be responsible for removal of all trash and cleanup of the Licensed Premises after each use. In order to ensure that these will be sufficient resources to ensure cleanup by Licensee, if necessary, a security deposit of \$1,000 will be paid to the Licensor by June 1, 2002. Said deposit will be disbursed for damages and cleanup, if necessary. Any unexpended balance will be released upon approval of the condition of the site by the CDA at the conclusion of the License period.

6. **USE; COVENANTS.** (a) Licensee shall use the License Premises consisting of three acres only for the purpose of conducting youth soccer from March 5, 2002 through June 30, 2002, to prepare the License Premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License. Licensee shall provide portable restroom facilities, as needed.