TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY RESOLUTION # $\frac{17}{1}$



DECLARES LEAD AGENCY AND DETERMINES ENVIRONMENTAL SIGNIFICANCE OF THE DESIGNATION OF CULINARY ARTS RIVERHEAD, LLC AS A QUALIFIED AND ELIGIBLE SPONSOR PURSUANT TO THE NEW YORK STATE URBAN RENEWAL LAW.

Councilman De	nsieski	offered the following resolution,
which was seconded by	Councilwoma	n Blass
acquired and assembled for	our (4) parcels locat	Community Development Agency has ed at East Main Street, Riverhead for et Urban Renewal Plan, and
	ion of the Culinary	ment Agency desires to hold a public Arts Riverhead, LLC as a qualified and al Law, and
a SEQR report by the Tow	vn Planning Departr ut a significant adve	ment form has been completed together with ment which recommends that the action be arse impact upon the environment and that be prepared, now
Arts Riverhead, LLC as a Development Agency here Part 617 and further detern	qualified and eligib by declares itself to mines the action to ball al or social environ	at in the matter of designation of Culinary le sponsor, the Riverhead Community be the lead agency pursuant to 6NYCRR be unlisted without significant adversement and that an environmental impact
		he Riverhead Planning Department be legative Declaration as required by
	ning Department, Th	he Town Clerk forward a certified copy of ne Community Development Agency, the
The Vote		
George Bartunek Rose Sanders Barbara Blass Edward Densieski Phil Cardinale	Yes No Yes No Yes No Yes No Yes No Yes No	

TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY



At a meeting of the Members of the Town of Riverhead Community Development Agency, Town of Riverhead, Suffolk County, New York, held at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, in said Town, on October 4, 2005 at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Chairman Cardinale, and upon roll being called, the following were

PRESENT:

Chairman Philip J. Cardinale Member Rose Sanders Member Barbara Blass Member Edward Densieski Member George Bartunek

ABSENT:

COUNCILMAN DENSIESKI

The following resolution was offered by Member	who moved its
adoption, seconded by MenQQUNCILWOMAN BLASS, to-wit:	

Town of Riverhead

Community Development Agency

Resolution # 18

A RESOLUTION CALLING A PUBLIC HEARING ON THE AGENCY'S DESIGNATION OF CULINARY ARTS RIVERHEAD, LLC., AS A QUALIFIED AND ELIGIBLE SPONSOR FOR THE PURCHASE AND DEVELOPMENT OF THE PROPERTY FORMERLY ASSEMBLED AND CONVEYED TO SWEZEY-RIVERHEAD HOLDING LLC AND FOR THE REDEVELOPMENT OF THE PROPERTY FOR USE BY THE SUFFOLK COUNTY COMMUNITY COLLEGE AS A CULINARY SCHOOL

WHEREAS, the Town of Riverhead Community Development Agency (the "Agency") had acquired and assembled, in conformity with the East Main Street Urban Renewal Plan adopted by this Board on October 19, 1993, the following four properties located on East Main Street and Roanoke Avenue in the Town of Riverhead for transfer to Swezey-Riverhead Holding LLC in connection with a proposed urban renewal project known as the "Swezey's Project":

- 1. property formally known as 14 East Main Street, SCTM 0600-128.00-06.00-53.000
- 2. property formally known as part of the Riverhead Parking District No. 1 SCTM 0600-128.00-06.00-66.003 (formerly part of 66.001)
- 3. property formally known as the Rimland Building 0600-128.00-06.00-50.001
- 4. property formally known as the Suburban Furniture Building 0600-128.00-06.00-51.000; (hereinafter collectively referred to as "the Property") and

WHEREAS, Swezey-Riverhead Holding LLC failed to construct the proposed urban renewal project on the Property; and

WHEREAS, Swezey-Riverhead Holding LLC has entered into a contract of sale to convey title to the Property together with other property owned by Swezey-Riverhead Holding LLC to Culinary Arts Riverhead LLC, for the purpose of constructing a 20,000 square foot building to be leased to the Suffolk County Community College for use as a culinary school;

WHEREAS, Sections 556(2), 507(2)(c) and (d) and 968(b) of the General Municipal Law require that a public hearing, following at least ten (10) days public notice, be held by the

Agency on the question of designating Culinary Arts Riverhead LLC the Sponsor for the redevelopment of the Property; and

WHEREAS, by Resolution #17 dated October 4, 2005, the Agency, pursuant to Article 8 of the Environmental Conservation Law (SEQRA), declared itself "lead agency," in the matter of designating Culinary Arts Riverhead LLC as a Qualified and Eligible sponsor for the redevelopment of the Property for the purpose of constructing a 20,000 square foot building to be leased to the Suffolk County Community College for use as a culinary school and determined such designation to be an unlisted action which will not have a significant environmental impact and that a Draft Environmental Impact Statement need not be prepared; and

WHEREAS, the Agency now desires to call a public hearing on the designation of Culinary Arts Riverhead LLC as a Qualified and Eligible sponsor for the redevelopment of the Property for the purpose of constructing a 20,000 square foot building to be leased to the Suffolk County Community College for use as a culinary school; and

WHEREAS, a majority of the Town Board of the Town of Riverhead, acting as Members of the Agency, will attend such public hearing, NOW

THEREFORE, BE IT RESOLVED, by the Members of the Agency, as follows:

Section 1. A public hearing will be held at Riverhead Town Hall, 200 Howell Avenue, in Riverhead, New York in said Town on October 18, 2005 at 7:20 P.M., Prevailing Time, on the question of designating Culinary Arts Riverhead LLC, the Sponsor for the redevelopment of the Property in conformity with the East Main Street Urban Renewal Plan adopted by this Board on October 19, 1993, for the purpose of constructing a 20,000 square foot building to be leased to the Suffolk County Community College for use as a culinary school and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Secretary of the Agency is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the *Traveler-Watchman*, the newspaper hereby designated as the official newspaper for this purpose and one having general circulation in, and available to residents of, the Town, such publication to be made not less than ten (10) days before the date designated for the hearing. The Secretary is hereby further authorized and directed to cause a copy of such Notice of Public Hearing to be posted in such places as she deems appropriate under the circumstances, such posting to be done not less than ten (10) days before the date designated for the hearing.

<u>Section 3.</u> The Notice of Public Hearing shall be in substantially the form attached:

NOTICE OF PUBLIC HEARING

TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK

NOTICE IS HEREBY GIVEN that the Members of the Town of Riverhead Community Development Agency, Town of Riverhead, Suffolk County, New York (the "Agency"), will meet at the Town of Riverhead Town Hall, 200 Howell Avenue, in Riverhead, New York, in said Town, on October 18, 2005 at 7:20 P.M., Prevailing Time, for the purpose of conducting a public hearing on whether Culinary Arts Riverhead LLC should be designated the "qualified and eligible sponsor" for the redevelopment of the following four properties located on East Main Street and Roanoke Avenue in the Town of Riverhead: property formally known as 14 East Main Street (SCTM 0600-128.00-06.00-53.000); property formally part of the Riverhead Parking District No. 1 (SCTM 0600-128.00-06.00-66.003); property formally known as the Rimland Building (SCTM 0600-128.00-06.00-50.001) and property formally known as the Suburban Furniture Building 0600-128.00-06.00-51.000; (hereinafter collectively referred to as "the Property") that had been acquired and assembled by the Agency for transfer to Swezey-Riverhead Holding LLC in connection with a proposed urban renewal project known as the "Swezey's Project" and in conformity with the East Main Street Urban Renewal Plan adopted by the Town Board of the Town of Riverhead on October 19, 1993.

The Riverhead Town Board, pursuant to SEQRA, declared itself "lead agency", by Resolution dated October 4, 2005, for the designation of Culinary Arts Riverhead LLC as a Qualified and Eligible sponsor for the redevelopment of the Property for the purpose of constructing a 20,000 square foot building to be leased to the Suffolk County Community College for use as a culinary school and determined such designation to be an unlisted action which will not have a significant environmental impact and that a Draft Environmental Impact Statement need not be prepared.

At said public hearing the Members of the Agency will hear all persons interested in the subject matter thereof.

Dated: Riverhead, New York October 4, 2005

BY ORDER OF THE MEMBERS OF THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, TOWN OF RIVERHEAD SUFFOLK COUNTY, NEW YORK

Ву:	
	Andrea H. Lohneiss
	Secretary

<u>Section 4.</u> This resolution shall take effect immediately.

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

The Vote:					
Member Bartunek Member Sanders Member Blass Member Densieski Chairman Cardinale					
	,	The Res	olution	is ADC	PTED.

THE VOTE

Bartunek yes no Sanders yes no

Blass yes no Densieski yes no

Cardinale yes no

THE RESOLUTION WAS WAS NOT

THEREFORE DULY ADOPTED



TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

Resolution # 19

AUTHORIZES THE CHAIRMAN TO EXECUTE A LICENSE AGREEMENT WITH ROCK THE MOHAWK ENTERTAINMENT, INC.,

	COUNCILMAN BARTUNEK	offered the following resolution, was seconded
by	COUNCILWOMAN SANDERS	:

WHEREAS, Rock The Mohawk Entertainment, Inc., wishes to film a Car Jump Stunt on a portion of the 7000 foot runway located at Calverton Enterprise Park on October 5, 2005; and

WHEREAS, the Town of Riverhead Community Development Agency wishes to grant Rock The Mohawk Entertainment, Inc. the right to film said stunt;

NOW, THEREFORE, it is hereby

RESOLVED, that the Chairman is hereby authorized to execute the attached License Agreement with Rock The Mohawk Entertainment, Inc. for use of the a portion of the 7000 foot runway located at Calverton Enterprise Park on October 5, 2005; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Rock The Mohawk Entertainment, Inc. at 8981 Sunset Blvd., Suite 102, Los Angeles, CA 90069 Attention: Robb Earnest, Production Manager, the Office of the Town Attorney, the Community Development Director, the Town Financial Administrator, Police Chief of the Riverhead Town Police Department, the Fire Marshal and the Town Engineer.

			VOTE /
		Bartunek <u>//</u> yes no	Sanders yes no
		Blass no	Densieski <u>v</u> yes <u>no</u>
		Cardinale <u>v</u>	_yes no
X:\Agreements\authorize	agreement Bodle ti	THE RESOLUTION	_WAS WAS NOT
2. Agreements (authorize	agreement Rock th	THEREFORE D	ULY ADOPTED

Oct 03 2005 5:36PM

LICENSE AGREEMENT

WHEREAS, LICENSEE is in the business of film production; and

WHEREAS, CDA controls approximately 2,000 acres of land in Calverton, New York, commonly known as Calverton Enterprise Park, which land is more particularly described on the attached Exhibit A; and

WHEREAS, LICENSEE desires to film a Car Jump Stunt on a portion of the 7000 foot runway located at Calverton Enterprise Park ("the Property") on October 5, 2005 (the "Event"); and

WHEREAS, LICENSEE and CDA have agreed to terms under which LICENSEE will be granted the use of a portion of the 7000 foot runway at the Property;

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

1. <u>Use of Property:</u> CDA hereby grants LICENSEE a License providing

LICENSEE with temporary use of the Property depicted on the attached Exhibit A, upon the terms and conditions set forth hereunder. This License will provide LICENSEE its employees, representatives, and agents access to the Property on October 4, 2005 to set up the stunt from 10 a.m. to 6 p.m. and on October 5, 2005 to shoot the stunt from 10 a.m. until 6 p.m.

- 2. <u>Compliance With Laws:</u> LICENSEE will at all times 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, and will secure any and all permits or licenses required for its activities and operations carried out at the Property.
- 3. <u>Compensation:</u> In exchange for License set forth above for the use of the Property, LICENSEE will pay CDA a fee in the amount of \$3,000.00 by certified check for 2 days use of the facility (the "Fee") payable on or before October 3, 2005.
- 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 Event and related activities, including without limitation, provision of emergency medical services, lay-out and administration, and operation of sanitary facilities. Following the Event, LICENSEE will promptly commence garbage and rubbish removal and cleanup (hereafter, "the cleanup") and shall diligently and continuously engage in such cleanup efforts so that the cleanup will be accomplished as before departing the property on October 5, 2005. Buildings, facilities and

grounds will be restored to the condition that existed prior to the Event (hereafter, the "restoration") and be clean and free of clutter and debris. LICENSEE will remove all refuse, rubble, garbage and debris created by the Event or LICENSEE's activities at the Property and dispose of the same in at an appropriate waste facility off site.

5. Insurance and Indemnification: LICENSEE will be responsible for providing comprehensive general liability insurance as evidenced by the attached certificates of insurance. [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 as additional insured to the extent of its interest. Finally, LICENSEE agrees to indemnify and hold CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials of and from any and all loss or liability associated with the Event and related 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 of the Property, excepting liability solely caused by the gross negligence of CDA or its employees, agents or representatives. Without limiting the generality of the foregoing, LICENSEE agrees to indemnify and hold CDA harmless from any lien claimed or asserted for labor, materials or services furnished to LICENSEE in connection with the event. With respect to any suit or claim by CDA. whether under this indemnification provision or otherwise, LICENSEE, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this

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indemnification clause or any reasonable attorney's fees incurred by CDA in securing compliance with the provision of this indemnification agreement.

- Miscellaneous Responsibilities of LICENSEE: Except with respect to 6. 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 for the Event and related activities to take place, including, but not limited to, all planning, marketing, promotions, sponsorship, operations, concessions, garbage removal, cleanup, construction and demolition or removal of all temporary structures, development and removal of systems to deliver adequate supplies of potable water, portable toilets, systems for removal of wastewater, ticketing, security, emergency medical service, traffic control, electrical power and communications. LICENSEE will obtain all necessary licenses, permits and approvals required for the Event and for construction of any temporary structure or system to be used at the Property in connection with the Event or related activities. In addition, LICENSEE will take all actions necessary to restore the property to its condition existing prior to the commencement of operations under this agreement, including, without limiting the generality of the foregoing, the removal of all temporary structures and systems.
- 7. 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.

- 9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- 10. <u>Rights and Interest</u>. The Licensor acknowledges that it has no rights to nor interest in the footage produced by the filming that shall occur hereunder and the Licensee shall own all rights and interest to same.

In Witness Whereof, Rock The Mohawk Entertainment, Inc. has caused its corporate name signed in be this instrument to EARNEST ROSB , hereunto duly authorized, and Riverhead Community Development Agency has caused this instrument to be signed in its corporate name by Philip J. Cardinale, Community Development Agency Chairman, hereunto duly authorized, as of the day and the year first above written.

Rock The Mohawk Entertainment, Inc.,

RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

Philip J. Cardinale CDA Chairman

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AUTHORIZED REPRESENTATIVE

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