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**North Shore of Long Island,  
Asharoken, New York  
Coastal Storm Risk Management  
Feasibility Study**

**Appendix F**

**Pertinent Correspondence**

**November 2015**

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Flood Protection and Dam Safety  
625 Broadway, Albany, New York 12233-3504  
P: (518) 402-8185 | F: (518) 402-9029  
[www.dec.ny.gov](http://www.dec.ny.gov)

March 23, 2015

Honorable Greg Letica  
Mayor  
Village of Asharoken  
1 Asharoken Avenue  
Asharoken, New York, 11768

Re: United States Army Corps of Engineers (Corps) response to the draft Public Access Plan (Plan) for the Asharoken Storm Damage Reduction Project

Dear Mayor Letica:

Enclosed is a Memorandum for the Record (MFR) containing the comments from the Corps on the draft Public Access Plan for the Asharoken Storm Damage Reduction Project. The Plan was prepared by the Village of Asharoken and received by the New York State Department of Environmental Conservation (Department) on November 24, 2014. The Department formally submitted the plan to the Corps for review on the same day (November 24, 2014).

It should be noted that these comments represent the position of the Army Corps of Engineers New York District. The Tentatively Selected Plan (TSP) milestone will be used to confirm concurrence on the Plan with both Army Corps North Atlantic Division and Army Corps Headquarters.

The Department would like to offer any assistance or clarifications you may need in addressing the comments presented by the Corps. After reviewing the comments, please contact me to discuss the next steps in the process at (518) 402-8139 or [matthew.chlebus@dec.ny.gov](mailto:matthew.chlebus@dec.ny.gov).

Sincerely,



Matt Chlebus  
Environmental Engineer  
Coastal Erosion Management Section

Enclosure: Corps MFR on the Asharoken Project Public Access Plan

cc: S. McCormick, NYSDEC  
S Couch, Army Corps of Engineers  
R. Pinzon, Army Corps of Engineers



Department of  
Environmental  
Conservation

## MEMORANDUM FOR: The Record

SUBJECT: North Shore of Long Island, Asharoken, NY, Coastal Storm Risk Management Study

1. The subject study is underway and proceeding to the Tentatively Selected Plan (TSP) Milestone to obtain concurrence within U.S. Army Corps of Engineers (USACE) to release the feasibility report for public and agency review. Since this project includes the proposed placement of sand for construction of a beach, the non-Federal sponsor is required to prepare a public access plan, as input into the study for both estimating real estate costs associated with the project and establishing compliance with USACE policy for cost-sharing of the proposed plan. The Village of Asharoken and the New York State Department of Environmental Conservation (NYSDEC), acting as the non-Federal sponsor, submitted a public access plan, dated 18 November 2014 (enclosure 1). This Memorandum for the Record (MFR) documents the New York District (District) position on the public access plan. The upcoming TSP milestone will be used to confirm higher authority concurrence on the District position. Until this occurs, this should be considered as a tentative position.
2. USACE public access requirements are identified in Engineering Regulation (ER) 1105-2-100 and, more specifically, in ER 1165-2-130. The guidance contained in these regulations is based upon U.S.C 426e(d). The law specifically states "Shores other than public will be eligible for Federal assistance if there is benefit such as that arising from public use or from the protection of nearby public property or if the benefits to those shores are incidental to the project, and the Federal contribution to the project shall be adjusted in accordance with the degree of such benefits." The regulations that interpret this law require access plans to be developed that are consistent with the recreational use of the area, and specifically, require access points at every half mile and parking consistent with the expected recreational use.
3. The public access plan identifies the expected recreational use for the study area as low and cites existing use at comparable nearby facilities as evidence of the expected low recreational use of the area after construction. The District agrees with the non-Federal sponsor's assumption of low recreational use. Presently, the recreational use is so low as to not warrant consideration of recreational benefits attributed to the project. However, to solidify this determination, the District requests that the non-Federal sponsor expand upon the information contained in the public access plan to describe the facilities that were evaluated, the access that is allowed at these facilities (for example, are there residential restrictions on use), if the facilities are comparable to the Asharoken Long Island Sound beach, and how the determination of usage was made.
4. The public access plan identifies locations for shore perpendicular access points to the beach along the 2 mile study area. The plan identifies 3 fixed points, 1 located at the east end and 2 located at the west end of the project. The plan identifies a range of possible parcels for 2 access points in the middle of the project that could be acquired. A range of parcels have been identified, since there is uncertainty in the willingness of property owners to sell their property, and the non-Federal sponsor would like to retain flexibility in providing the necessary real estate for the project. A review of the proposed parcels indicates that plan identifies a distance greater than 3/10 of a mile over which each of these access points could be provided. While flexibility in the specific access point can be



provided, the sponsor needs to ensure that selection of the parcels satisfies the half-mile requirement. The acquisition of these parcels cannot be pursued independently, but must be done in recognition of this fact. The access plan should clearly state the intention of providing access points each half mile. If the half-mile requirement is not met, the non-Federal sponsor would be required to provide either additional access points or be responsible for 100% of the costs where there is no public access.

5. The access plan identifies that access point 1, located at the east end of the project area, would be located on property owned by the Town of Huntington. It is the District's understanding that the beach in this area is in ownership of the Town and Village, but that a large portion of the area, including the parking facilities, are on property owned by the power plant. The access plan attaches an existing, 1970 agreement between the Town of Huntington and the power plant (at the time LILCO) that provides for access to the boat ramp facility. This existing agreement was written specifically to allow for access to the boat ramp. If this agreement is intended to ensure parking for recreational beach use, it is likely this would need to be revised or amended to address some specific concerns, described below.
  - A. The Village of Asharoken is not a party to this agreement. The Village of Asharoken will be the local sponsor for the Asharoken Project, responsible for ensuring public access. The Village would need to have a formal standing with this agreement, either directly or indirectly, for example, through an inter-municipal agreement with the Town of Huntington.
  - B. The existing agreement, since written for boating use, contains seasonal restrictions that allow limitations on use outside of March 1 through November 30 (Page 5 item 7). It also contains time of day restrictions from 5:30 AM to 9:30 PM (Page 5 item 8). While the time of day restrictions may be appropriate, restrictions should not be placed on seasonal usage.
  - C. The existing agreement contains language that allows the Town to restrict usage to Town of Huntington residents only (Page 6 item 12). This would not be allowable, to be compliant with our public access requirements.
  - D. The agreement allows the power company to terminate use of facility intermediately or permanently w/o notice (Page 6 item 16), and allows either party to terminate the agreement upon 1 year's prior notice (Page 9 item 22). These provisions would not allow the Village to guarantee that the access would be maintained over the life of the project and would need to be reconciled.
6. The access plan identifies the proposed parking that would be included across the project area. The plan has identified that the existing site conditions limit the availability of parking. The plan proposes a large parking lot in the east end of the project area that would provide for a relatively high density recreational use and a small parking lot in the west end of the project area that would allow for medium density recreational use. In the middle locations within the project area, the plan proposes curb cuts for drop-off locations, without parking. These sites would provide for access by facilitating circulation within the project area access points, using alternative transportation such as walking or biking, which would provide for low-use recreation. USACE regulations require for parking at each access point consistent with the expected recreational use of the area. As described in paragraph 3, there is very low expected recreational use of the beach. Further, it is understood by the District that there are practical limits on providing parking within these areas, specifically that providing the footprint for parking would have a negative impact on environmental resources, and could contribute to problems with safety along the road. The District recommends that to support the access plan, the non-Federal sponsor expand upon the following topics:

- A. The availability of alternative transportation that would facilitate intrasite circulation. For example is it reasonable to assume that individuals could walk or use a bicycle to access the sites with no parking.
  - B. A further explanation of why expanded curb cuts are not available to provide minimal parking in these areas, in addition to a drop off location. If there is adequate space along the edge of Asharoken Avenue to provide curb cuts to facilitate drop-off locations, associated with the access points, the District would like to understand if it is possible to expand the curb cuts to provide for several parking spots or if there are reasons why this is not possible.
  - C. A further discussion of the environmental impacts, and safety impacts associated with providing parking along Asharoken Avenue. It is recognized that adjacent to Asharoken Avenue there is sensitive habitat, either in the form of dune habitat or wetlands habitat that would potentially be impacted by providing expanded parking. The access plan would benefit by providing further details on the existing site conditions that limit parking availability.
  - D. It is the District's understanding that these drop-off locations would be located along the road right of way. The District would like a better understanding of the width of the existing road right of way, to better understand the configuration of these drop-off locations, and the relationship to the adjacent properties.
7. The District requests that the non-Federal sponsor provide the additional information and assurances requested in paragraph 3 (supporting the determination of low recreational use), paragraph 4 (explicitly committing to access points every half mile), and paragraph 6 (supporting parking availability at the two points along Asharoken Avenue), as well as a commitment per paragraph 5 to obtain a specific agreement to allow for use of the parking area for beach recreation. Assuming these further details will be provided, the District would support a recommendation within USACE that the public access plan is sufficient to allow for Federal cost-sharing along the project length. As noted above, the upcoming TSP milestone will ultimately be used to confirm higher authority concurrence on the District position.
8. The point of contact for this MFR is Mr. Stephen Couch, Chief, Sandy Planning Branch at 917-790-8707.

COUCH.STEPHE  
N.A.1228721324

Digitally signed by  
COUCH.STEPHEN.A.1228721324  
DN: c=US, o=U.S. Government,  
ou=DoD, ou=PKI, ou=USA,  
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Date: 2015.03.13 16:58:38 -04'00'

Stephen Couch  
Chief, Sandy Planning Branch

Enclosure

(1) 18 November 2014 Public Access Plan



INCORPORATED  
**VILLAGE OF ASHAROKEN**

ONE ASHAROKEN AVENUE  
NORTHPORT, NEW YORK 11768

(631) 261-7098

FAX (631) 262-0462

November 18<sup>th</sup>, 2014

Ms. Sue McCormick  
NYSDEC Coastal Erosion Management Section  
625 Broadway, 4<sup>th</sup> Floor  
Albany, NY 12233-3504

Dear Ms. McCormick,

I have enclosed the following documents for your review.

- Draft Public Access Plan
- The agreement between the Town of Huntington and Long Island Lighting Company
- Asharoken Map indicating the five proposed public access points

The village reserves the right to modify or amend this draft plan pending additional information about the Asharoken Storm Damage Reduction Project.

I look forward to hearing your comments.

Regards,

Dr. Gregory Letica  
Mayor, Village of Asharoken

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NOV 24 2014

FLOOD PROTECTION  
AND DAM SAFETY



# Village of Asharoken Draft Public Access Plan

## Overview

The purpose of the public access plan is to describe the public access to the restored dune and beach area that will be created by the U.S. Army Corps of Engineers pursuant to the Asharoken Storm Damage Reduction Plan (ASDRP).

The Village of Asharoken believes that the overwhelming public benefit of the Asharoken Storm Damage Reduction Project is to preserve and protect Asharoken Avenue. Asharoken Avenue is the only road to Eaton's Neck and therefore has to be protected to allow use at all times. Eaton's Neck has a US Coast Guard station and the Eaton's Neck Fire Department located on it. Additionally, Eaton's Neck is home to approximately 1500 people who are not in the Village of Asharoken. The ASDRP will stop road flooding caused by sea water reaching Asharoken Avenue through people's yards in areas where homes border the beach and provide protection against the breaching of Asharoken Avenue in the areas where the road lies directly next to the beach. The Village of Asharoken is a fully developed community with all beaches and property abutting them privately owned. No on-street parking is allowed in the Village of Asharoken.

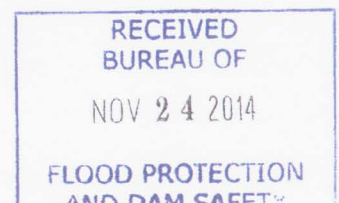
In creating the public access plan for the ASDRP the following considerations were used. The major public benefit for the ASDRP is protection of Asharoken Avenue. There are multiple local public beaches nearby to Asharoken: Sunken Meadow State Park (7 miles), Hobart Beach (3 Miles), Crab Meadow Beach (3 miles), Asharoken Beach (abuts village hall property), Steers Beach (.1 miles) All of these beaches have bathrooms and life guards. Several have recreational equipment and boat ramps. Analysis shows that these beaches are under utilized as determined by parking lots that are seldom full. It is reasonable to assume that people will prefer to go to a beach with facilities.

The geographic scope of the public access plan is limited to the most landward extent on which sand is placed by the USACOE that lies between the western jetty at the National Grid Power plant and the westernmost extent of the sand placement (as determined by the USACOE).

Therefore the Village of Asharoken proposes the following draft public access plan for the Asharoken Storm Damage Reduction Project:

## Beach Access

The plan provides five, six foot wide, public access ways between the western jetty at the National Grid power plant to the westernmost extent of the sand placement. The access ways will be approximately one half mile apart. The locations of the three known access way locations are



shown on the attached map in areas 1, 4 and 5. The two remaining access ways will be located in areas 2 and 3 as described below.

Access ways will provide the public access from the public road and the Sound View Boat Ramp parking lot to the restored area of the beach. All access ways will be marked with signage which clearly indicates that public access ways are available for public use and information about beach use regulations.

Area 1-Public access will be via an access way over Town of Huntington Property from the Soundview Boat Ramp parking lot to the beach. This site will contain approximately 20 parking spots as well as handicapped access in accordance with standards prescribed by the Americans With Disability Act and any other applicable laws. This area will access a 1000' stretch of beach that is owned by the Village of Asharoken and the Town of Huntington. (See appendix A for details of agreement between Town of Huntington and National Grid on use of parking lot.)

Area 2-The village will acquire a parcel of property for a 6' wide access way between homes 174 Asharoken Avenue and 242 Asharoken Avenue. Pick up and drop off will be allowed here on a pull off area large enough for one car, but there will be no parking allowed.

Area 3-The village will acquire a parcel of property for a 6' wide access way between homes 266 Asharoken Avenue and 341 Asharoken Avenue. Pick up and drop off will be allowed here on a pull off area large enough for one car, but there will be no parking allowed.

Area 4-Public access will be via a 6' wide access way on a village owned beach lot, approximate location marked on the map in area 4. Pick up and drop off will be allowed here on a pull off area large enough for one car, but there will be no parking allowed.

Area 5-Public access will be via a 6' wide access way on a village owned beach lot, approximate location marked on the map in area 5. Three parking spots will be provided at this location as well as a pull off area large enough for one car.

### Beach Use

1-Public use will be allowed on the beach where sand replenishment by the USACOE took place with the exceptions of any dunes, berms or vegetated portions of the restored beach. Public access can also be limited in order to allow habitat for federally or state endangered or threatened species and bird nesting habitat.

2-Use of the beach, within the geographic limits of the Village of Asharoken, will be controlled by the laws and regulations of the Village of Asharoken. These regulations will apply equally to residents and the public.



AGREEMENT, made as of the 28th day of July, 1970, by and between LONG ISLAND LIGHTING COMPANY, a New York corporation with its principal place of business at 250 Old Country Road, Mineola, New York (hereinafter referred to as "LILCO"); and THE TOWN OF HUNTINGTON, a municipal corporation of the State of New York, with its principal office at Town Hall, 227 Main Street, Huntington, New York (hereinafter referred to as "TOWN").

W I T N E S S E T H :

WHEREAS, LILCO has agreed to construct a certain recreational facility (hereinafter sometimes referred to as "BOAT RAMP") on its premises known as the Northport Power Station, Northport, Town of Huntington, New York; and

WHEREAS, the TOWN has agreed to operate and maintain said BOAT RAMP, as a public facility, upon completion thereof, for the benefit of the residents of the TOWN and others; and

WHEREAS, the parties desire that this Agreement set forth their respective understandings and commitments in connection therewith, and to set forth the operating policies and procedures for said BOAT RAMP;

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. LILCO hereby agrees to erect, at its own cost and expense, a BOAT RAMP facility, including accessory structures and roads, on a portion of its Northport Power Station, Northport, New York, all in accordance with certain drawings and specifications entitled "Contract Plans for Boat Ramp, Parking and Access Road, Work Order No. 40053", made by Clarke and Rapuano, Inc., Consulting Engineers and Landscape Architects, 830 Third Avenue, New York, New York 10022, a copy of which Contract Plans has heretofore been submitted to and examined and approved by the TOWN, and a final "AS IS" copy of which is hereto annexed.

2. LILCO will be solely responsible for the entire course and method of construction of said facility, and may make such modification and amendments thereto as, in its judgment, may be warranted, provided, however, that the basic integrity and concept of the facility, as shown on the attached Contract Plans, is not thereby defeated.

3. When construction is complete, the TOWN will be afforded an opportunity of final inspection, and the TOWN hereby agrees to accept formally the responsibility for the policing, operation and maintenance of the facility and its appurtenant structures, roads, etc., all in accordance with the terms and conditions hereinafter set forth. Such formal acceptance by the TOWN shall be evidenced by a Resolution of the Town Board of the Town of Huntington, duly adopted at the earliest possible time after completion of the project, and a certified copy of said Resolution shall forthwith be delivered to LILCO.

4. From and after the TOWN's acceptance as aforesaid, the TOWN shall be solely and completely responsible for the policing, maintenance, operation, repair, etc., of the facility and its appurtenant roads, structures, etc., all at its own cost and expense, and in accordance with the terms and conditions hereinafter set forth.

5. Anything to the contrary herein notwithstanding, this Agreement shall be a License only, and it is specifically understood and agreed that this Agreement is not, and shall not be construed to be, a conveyance or dedication to the TOWN, or to the Trustees or residents thereof, of any permanent right, title or interest in,

to or of the facility and its appurtenant structures, roads, equipment, etc., nor shall this Agreement be construed to be a lease or to create the relationship of Landlord and Tenant between the parties hereto, nor shall this Agreement be recorded or filed in any public office other than the Office of the Clerk of the TOWN.

6. The TOWN shall promptly take all steps reasonably necessary to put into effect the following minimum requirements for the use and operation of this facility and of its appurtenant structures, roads, etc., all to LILCO's reasonable satisfaction, and at the TOWN's sole cost and expense, using solely TOWN personnel and such law enforcement agents as may be necessary or desirable:

- a) Beaching or mooring of boats on any portion of LILCO property or within the confines of the channel and lagoon shall be prohibited.
- b) The use of these facilities for other than small boat launching and hauling operations shall be prohibited.
- c) No boats shall be tied up to or stopped at LILCO floats, pilings, pile clusters, docks or intake structures, and no anchoring or mooring shall be permitted at any time in the channel or lagoon.
- d) There shall be no interference with workboats owned or hired by LILCO. The channel and turning area are to be kept clear during any work boat operations for such period as may be deemed necessary by LILCO.
- e) Boats waiting to be hauled out of the water must assemble south of southern-most ramp channel marker. The main channel and turning area must be kept clear at all times.



- f) Swimming, fishing or fueling of engines shall not be permitted in any portion of the channel or lagoon at any time.
- g) Water skiing shall not be permitted south of black can #1 at the lagoon entrance.
- h) The TOWN shall provide, maintain and strictly enforce a floating 5 MPH speed sign with channel markings for pleasure boats (similar to those in Huntington Harbor).
- i) The TOWN shall have a launch available at all times to assist disabled boats during operating hours, and to enforce speed and other regulations.
- j) The TOWN shall maintain in good condition shrubs, roads, fences, and the other facilities, and shall arrange to have adequate personnel, guards, etc., on the premises at all times when the ramp is in operation.
- k) The TOWN shall maintain adequate garbage facilities and pickup services, including proper policing of immediate shore areas.
- l) If sanitary facility holding tanks are required by future Federal, State or municipal ordinances or laws, they will be provided and maintained by the TOWN at its own expense.
- m) The TOWN will be responsible for the proper enforcement of all present and future laws and ordinances relative to boating, and will provide and maintain any facilities required by such laws and ordinances.
- n) LILCO hereby reserves the right, after appropriate notice to and consultation with the TOWN, to make

such modifications and variations of the foregoing requirements, including changes in vehicular and water traffic, as will in LILCO's judgment best enable it to carry on its operating procedures at the Northport plant.

7. The parties contemplate that the normal season for the use of these facilities will be from March 1 to November 30, but the TOWN is hereby granted the option to vary the opening or closing dates upon compliance with all terms and conditions herein set forth.

8. The parties further agree that the normal hours of operation of this facility shall be from 5:30 A.M. to 9:30 P.M. during the season hereinabove defined, but it is understood that after the termination of the current boating season, the hours of operation of this facility may be increased by mutual agreement.

9. The TOWN shall provide at its own cost and expense any and all channel lights and markers it may deem necessary or appropriate for safe boating practices.

10. Lighting standards and fixtures shall be installed by LILCO for the roads, parking areas, etc., in accordance with its usual practice, but the TOWN shall be responsible and pay for all electric energy consumed during the operation of this facility, to be measured by LILCO's standard meter installed by LILCO at a mutually agreeable location. LILCO shall use its best efforts to shield all lighting fixtures to avoid any undue annoyance to nearby residents.

11. The plans and specifications for any structures, buildings, etc., which the TOWN may desire to erect on LILCO property to carry out the TOWN's functions hereunder shall first be submitted to LILCO for its approval thereof, and no construction by the TOWN shall take place without LILCO's prior written consent thereto.

12. Notwithstanding the fact that the use of these facilities will be restricted by the TOWN to residents of the Town of Huntington, it is understood and agreed that all LILCO employees will be permitted the use of these facilities during normal hours of operation upon presentation of a LILCO Identification Card, and compliance with the same requirements established for TOWN residents, except for residency.

13. In consideration of the foregoing, it is hereby further understood and agreed that the TOWN hereby undertakes and agrees to indemnify and hold harmless LILCO, its officers, directors, employees, agents and servants, from and against all losses, damages, claims, liens and encumbrances, or any or all of them, arising out of or in any way connected with the use of these facilities, and whenever made or incurred, including any and all liability imposed by law and/or contract and/or custom, upon LILCO, its officers, directors, employees, agents and servants or any or all of them, whether or not it be claimed or proven that there was negligence or breach of statutory duty or both upon the part of LILCO, its officers, directors, employees, agents and servants, and in any case LILCO shall have the right to demand that the TOWN shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, providing only that the claim or suit shall be against LILCO, its officers, directors, employees, agents and servants.

14. The TOWN shall provide insurance, for the term of this Agreement, acceptable to LILCO, for the following risks and to the extent shown, and shall file Certificates of Insurance or original policies when required,



proving such coverage prior to the commencement of this Agreement:

- a) Workmen's Compensation - as required by law.
- b) Comprehensive Public Liability, including contingent, contractual and completed operations, with minimum limits of:
  - 1. \$500,000/\$1,000,000 for bodily injury; and
  - 2. \$500,000 for property damage
- c) Automobile liability, including owned, non-owned and hired cars, with minimum limits of:
  - 1. \$100,000/\$300,000 for bodily injury; and
  - 2. \$50,000 for property damage
- d) Protective Liability policy issued in the name of and covering the liability of Long Island Lighting Company with respect to all use of these facilities, including omissions or supervisory acts of Long Island Lighting Company, with minimum limits of:
  - 1. \$500,000/\$1,000,000 for bodily injury; and
  - 2. \$500,000 for property damage

All certificates issued in support of the above requirements must carry positive statements that the specific coverages requested are provided.

The Indemnification Agreement or Hold Harmless Clause, insured by contractual liability, shall be identified and its language typed on the reverse side of the Certificate.

Prior to any use of these facilities, all evidence of insurance must be sent to LILCO's Insurance Division, 250 Old Country Road, Mineola, New York, Attention: Mr. J. E. Watts.

15. It is further understood that the TOWN shall be responsible for all damage to the oyster farm facilities,

including oyster stock and beds, on the Easterly side of LILCO's plant, owned by Long Island Oyster Farms, Inc., traceable to garbage, gasoline, light oil or other contaminants associated with small boat operations resulting from the use of these facilities hereunder.

16. The parties agree that these facilities are an accommodation to the TOWN, and that the continued use, operation and maintenance thereof may be interrupted or terminated by LILCO, in whole or in part, from time to time, or permanently, with or without notice, whenever, in LILCO's sole judgment and discretion, this becomes necessary or desirable because of LILCO's operating requirements at the Northport plant or elsewhere.

17. From and after the TOWN's acceptance of these facilities, the TOWN shall keep them in good order and condition, and if the TOWN fails to do so, LILCO may, at its option, do whatever may be reasonably required under the circumstances to restore the same to good order and condition, and the TOWN agrees to reimburse LILCO promptly for the reasonable cost thereof upon presentation of a bill therefor.

18. Upon termination or cancellation of this Agreement, the TOWN shall return this facility to LILCO in substantially the same condition in which LILCO delivered possession thereof to the TOWN, ordinary wear and tear excepted.

19. The TOWN shall not in any way assign, transfer, sublet or encumber this Agreement, nor any of the privileges hereby granted to it, without the prior written consent of LILCO.

20. Failure of LILCO to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

21. Should either party desire or be required to notify the other of any matter requiring notice hereunder, communication shall be made as follows:

To LILCO: Att: Manager, Northport Power Station  
Waterside Avenue, Northport, N.Y. 11760  
Tel: 757-1800

To the TOWN: Att: Supervisor, Town Hall  
227 Main Street, Huntington, N.Y. 11743  
Tel: HA-1-1000

22. This Agreement shall be deemed to commence upon acceptance by the TOWN as aforesaid, and may be terminated by either party upon one (1) year's prior written notice, except as herein otherwise provided.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

LONG ISLAND LIGHTING COMPANY

ATTEST:

By: Charles R. P...

Senior Vice President

K. M. Brown  
Assistant Secretary

THE TOWN OF HUNTINGTON

ATTEST:

By: James J. ...

Supervisor

Mary Rose M. Lee  
Town Clerk



STATE OF NEW YORK     )  
                              : ss.:  
COUNTY OF NASSAU     )

On the 27th day of July, 1970, before me personally came CHARLES R. PIERCE, to me known, who, being by me duly sworn, did depose and say that he resides at No. 21 Wayside Lane, Lloyd Harbor, New York; that he is a Senior Vice President of LONG ISLAND LIGHTING COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*Roy E. Monaco*

ROY E. MONACO  
NOTARY PUBLIC, State of New York  
No. 30-7988880  
Qualified in Nassau County  
Commission Expires March 30, 1972

STATE OF NEW YORK     )  
                              : ss.:  
COUNTY OF SUFFOLK    )

On the 28th day of July, 1970, before me personally came JEROME A. AMBRO, to me known, who, being by me duly sworn, did depose and say that he resides at *East Northport New York*; that he is the Supervisor of the TOWN OF HUNTINGTON, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

*Annabelle M. Black*

ANNABELLE M. BLACK  
NOTARY PUBLIC, State of New York  
No. 52-0305060 - Suffolk County  
Commission Expires March 30, 1971

12.  
RESOLUTION AUTHORIZING A HOLD HARMLESS AGREEMENT TO BE EXECUTED BY  
COMMERCIAL LOBSTERMEN FOR WINTER USE OF THE SOUNDVIEW BOAT RAMP

Resolution for Town board Meeting Dated: October 25, 1988

The following resolution was offered by: **COUNCILMAN HANSE**  
and seconded by: **COUNCILWOMAN TRIOLO**

WHEREAS, the TOWN OF HUNTINGTON operates and maintains the  
SOUNDVIEW BOAT RAMP for the benefit and use of TOWN residents  
annually during the spring, summer and fall; and

WHEREAS, upon closing of the SOUNDVIEW BOAT RAMP for the  
season, the TOWN OF HUNTINGTON does not provide continuing  
services to the facility, including but not limited to snow and  
ice removal and security personnel; and

WHEREAS, the residents of the TOWN OF HUNTINGTON who hold  
current New York State Lobster Permits - Type "R", Resident  
Commercial - ("Commercial Lobstermen") deem it in their best  
interests to have access to the SOUNDVIEW BOAT RAMP during winter  
months AS IS and without maintenance by the TOWN OF HUNTINGTON in  
order to use the intake lagoon of the Northport Power Station,  
with the express permission of the LONG ISLAND LIGHTING COMPANT  
("LILCO"); and

WHEREAS, a hold harmless agreement has been proposed by the  
TOWN OF HUNTINGTON and LILCO which will authorize the COMMERCIAL  
LOBSTERMEN to use the SOUNDVIEW BOAT RAMP at their own risk and  
subject to express limitation, a copy of said agreement being  
attached here to as "Schedule A".

NOW, THEREFORE,

THE TOWN BOARD

HEREBY AUTHORIZES a hold harmless agreement upon the  
signature of the Supervisor and a duly authorized representative  
of LILCO for the winter use of the SOUNDVIEW BOAT RAMP by  
COMMERCIAL LOBSTERMEN who duly sign said agreement and thereby  
agree to be bound by the express limitations contained herein.

VOTE:

AYES: 5

NOES: 0

The resolution was thereupon declared duly adopted.

"SCHEDULE A"

BOLD HARMLESS AGREEMENT  
FOR WINTER USE OF THE SOUNDVIEW BOAT RAMP  
AND THE INTAKE LAGOON OF THE NORTHPORT POWER STATION

WHEREAS, the TOWN OF HUNTINGTON operates and maintains the SOUNDVIEW BOAT RAMP for the benefit and use of TOWN residents annually from Nov 16, 1988 until MARCH 7, 1989; and

WHEREAS, upon closing of the SOUNDVIEW BOAT RAMP for the season, the TOWN OF HUNTINGTON does not provide continuing services to the facility, including but not limited to snow and ice removal and security personnel; and

WHEREAS, the residents of the TOWN OF HUNTINGTON who hold current New York State lobster permits - type "R", Resident Commercial - ("COMMERCIAL LOBSTERMEN") deem it in their best interests to have access to the SOUNDVIEW BOAT RAMP during winter months AS IS and without maintenance by the TOWN OF HUNTINGTON in order to use the intake lagoon of the Northport Power Station, with the express permission of the LONG ISLAND LIGHTING COMPANY ("LILCO").

NOW, THEREFORE, said COMMERCIAL LOBSTERMEN, who herein sign their names, and give their home addresses and permit numbers, have permission to the access and use of the SOUNDVIEW BOAT RAMP and the intake lagoon of the LILCO POWER STATION at their own risk in manner prescribed by the Department of Parks and Recreation of the TOWN OF HUNTINGTON and the LILCO Plant Management; and

FURTHER, by their signatures, the COMMERCIAL LOBSTERMEN agree to jointly and severally accept and assume any and all liability for any and all damage and/or injury of any nature and kind, whatsoever, emanating as a result of the access to and use of the SOUNDVIEW BOAT RAMP and the intake lagoon of the LILCO POWER STATION during such times as the SOUNDVIEW BOAT RAMP is normally closed for public use (meaning, during the winter months when the Northport Harbor is not navigable); and

FURTHER, by their signatures, the COMMERCIAL LOBSTERMEN hereby expressly agree and consent to jointly and severally hold harmless and to fully indemnify the TOWN OF HUNTINGTON and/or LILCO for any loss, damage or injury, of any and every kind whatsoever, arising out of access and use of the SOUNDVIEW BOAT RAMP and/or the intake lagoon of the LILCO POWER STATION; and

FURTHER, by their signatures, the COMMERCIAL LOBSTERMEN agree to jointly and severally pay any incidental costs which may arise by creation of this Agreement (for example, additional keys to the gate at the entrance to SOUNDVIEW BOAT RAMP or the cost of a replacement lock); and

FURTHER, by their signatures, the COMMERCIAL LOBSTERMEN expressly acknowledge that the abuse of the permission herein granted by any one individual may result in the denial of further use to all.

Dated: Huntington, New York

TOWN OF HUNTINGTON

LONG ISLAND LIGHTING COMPANY

By \_\_\_\_\_  
Title

By \_\_\_\_\_  
Title



NOTICE - THIS IS AN IMPORTANT LEGAL DOCUMENT.  
By your signature, you agree to the terms  
and conditions of the HOLD HARMLESS AGREEMENT.

PLEASE READ THE AGREEMENT IN FULL.

	<u>NAME</u>	<u>ADDRESS</u>	<u>PERMIT NO.</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____
16.	_____	_____	_____
17.	_____	_____	_____
18.	_____	_____	_____
19.	_____	_____	_____
20.	_____	_____	_____

RECEIVED  
TOWN ATTORNEY  
1988 DEC 18 10 58 AM  
HOLD HARMLESS AGREEMENT  
FOR WINTER USE OF THE SOUNDVIEW BOAT RAMP  
AND THE INTAKE LAGOON OF THE NORTHPORT POWER STATION  
TOWN OF HUNTINGTON, N.Y.

WHEREAS, the TOWN OF HUNTINGTON operates and maintains the SOUNDVIEW BOAT RAMP for the benefit and use of TOWN residents annually from April 1st through November 15th; and

WHEREAS, upon closing of the SOUNDVIEW BOAT RAMP for the winter, the TOWN OF HUNTINGTON does not provide continuing services to the facility, including but not limited to snow and ice removal and security personnel; and

WHEREAS, the residents of the TOWN OF HUNTINGTON who hold current New York State lobster permits - type "R", Resident Commercial - ("COMMERCIAL LOBSTERMEN") deem it in their best interests to have access to the SOUNDVIEW BOAT RAMP during winter months AS IS and without maintenance by the TOWN OF HUNTINGTON in order to use the intake lagoon of the Northport Power Station, with the express permission of the LONG ISLAND LIGHTING COMPANY ("LILCO").

NOW, THEREFORE, said COMMERCIAL LOBSTERMEN, who herein sign their names, and give their home addresses and permit numbers, have permission to the access and use of the SOUNDVIEW BOAT RAMP and the intake lagoon of the LILCO POWER STATION at their own risk in manner prescribed by the Department of Parks and Recreation of the TOWN OF HUNTINGTON and the LILCO Plant Management; and

FURTHER, by their signatures, the COMMERCIAL LOBSTERMEN agree to jointly and severally accept and assume any and all liability for any and all damage and/or injury of any nature and kind, whatsoever, emanating as a result of the access to and use of the SOUNDVIEW BOAT RAMP and the intake lagoon of the LILCO POWER STATION during such times as the SOUNDVIEW BOAT RAMP is normally closed for public use (meaning, during the winter months when the Northport Harbor is not navigable); and

FURTHER, by their signatures, the COMMERCIAL LOBSTERMEN hereby expressly agree and consent to jointly and severally hold harmless and to fully indemnify the TOWN OF HUNTINGTON and/or LILCO for any loss, damage or injury, of any and every kind whatsoever, arising out of access and use of the SOUNDVIEW BOAT RAMP and/or the intake lagoon of the LILCO POWER STATION; and

FURTHER, by their signatures, the COMMERCIAL LOBSTERMEN agree to jointly and severally pay any incidental costs which may arise by creation of this Agreement (for example, additional keys to the gate at the entrance to SOUNDVIEW BOAT RAMP or the cost of a replacement lock); and

FURTHER, by their signatures, the COMMERCIAL LOBSTERMEN expressly acknowledge that the abuse of the permission herein granted by any one individual may result in the denial of further use to all.

Dated: Huntington, New York  
November 16, 1988

TOWN OF HUNTINGTON

By

Anthony R. Rettaliata  
Anthony Rettaliata, Supervisor

LONG ISLAND LIGHTING COMPANY

By

Donald R. Wilkes

Title: PLANT MANAGER, 12/17/88

NOTICE - THIS IS AN IMPORTANT LEGAL DOCUMENT.  
By your signature, you agree to the terms  
and conditions of the HOLD HARMLESS AGREEMENT.

PLEASE READ THE AGREEMENT IN FULL:

	NAME	ADDRESS	PERMIT NO.
1.	Peter Rungen	23 Twin Cedar Lane Northport	443 R
2.	Ronald Rungen	23 Twin Cedar Lane Northport	5089 R
3.	Sam A. O'Neil	70 S. Main Ave Northport	655 R
4.	Larry A. Casano	203 Dickinson Ave E. Northport	5193 R
5.	James Orr	25 Woodchrest Dr Northport NY	611 R
6.	Richard A. Tiebold	1220 5th St East Northport	NY 308 R
7.	Billie Spay	21 CATALPA DR E. NORTHPORT NY	NY 2510 R
8.	Joey Johnson	100 HARBOR VIEW DR NORTHPORT NY 11768	5307 R
9.	Joe Locanto	215 WATERSIDE AVE NORTHPORT, NY 11768	787 R
10.	Alan Micheli	Box 184 GREENLAWN NY	390 R
11.	John Zookel	123 Chestnut Ridge Npt	1496 R
12.	Tom O'Connell	140 JACKSON CO centerport NY 11721	5617 R
13.	Thomas Brun	101 SEBECAST E. Northport NY 11731	NY 5277 R
14.	Alison Rittenman	19 Mountain View Northport 11768	NY 348 R
15.	James Lerner	22 OLYMPIA PL E. NORTHPORT	NY 286 R
16.	John A. Lerner	36 Elm St Northport NY 11768	NY 493 R
17.			
18.			
19.			
20.			



