

**TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY**

**Resolution #22**

**AUTHORIZES THE SUPERVISOR TO EXECUTE  
AN AMENDED LICENSE AGREEMENT WITH LAUFER WIND GROUP**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, the Town of Riverhead Community Development Agency (CDA) owns two runways at the Enterprise Park at Calverton site and

**WHEREAS**, Laufer Wind Group currently maintains a license agreement to utilize portions of the CDA property near the runways to test lighting equipment it is developing, and

**WHEREAS**, the CDA wishes to allow Laufer Wind Group continued access to the EPCAL property for the purpose of testing its equipment,

**NOW, THEREFORE, it is hereby RESOLVED**, the Town Board hereby authorizes the Supervisor to execute the attached agreement with the Laufer Wind Group, and be it further

**RESOLVED** that the Town Clerk is hereby directed to forward a copy of this resolution to Eric Laufer, 32 Washington Square West, Suite 5W, NY, NY 10011, Chris Kempber, CDA Director, Monique Gablenz, Executive Director, SUNY Stony Brook Business Incubator, Calverton, NY Office of the Town Attorney and the Office of Accounting.

**THE VOTE**

Giglio Yes No      Gabrielsen Yes No

Wooten Yes No      Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

## **AMENDED LICENSE AGREEMENT FOR RESEARCH PROJECT**

This amended Contract is made and entered into as of this 22<sup>nd</sup> day of November, 2010, 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 the Laufer Wind Group, (the "Licensee"), a limited liability company duly organized and existing under the laws of the State of Delaware having a principal place of business at 270 Lafayette Street, Suite 1402, New York, New York 10012.

**WHEREAS**, Licensee is in the business of developing and testing wind farm related equipment; and

**WHEREAS**, CDA owns fee title to approximately 1800 acres of 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**, CDA entered into a license agreement on September 2, 2010 to enter and use a portion of the Park designated herein as the Licensed Area, to test a lighting system for wind farms facilities located near airfields which agreement is annexed as Exhibit B; and

**WHEREAS**, the Licensee wishes to extend the license agreement to continue the use of the property, and

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**WHEREAS**, the CDA wishes to extend the License agreement per the Licensee's request,

**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 continuing monthly effective December 1, 2010 and terminating on November 31, 2011 (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 testing 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 monthly for so long as this agreement shall be in effect a License Fee in an amount totaling One Thousand dollars per month (the "License Fee Rate").

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 corporate name by Marc Dee, 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.

Laufer Wind Group

By: \_\_\_\_\_

Name:

Title:

Riverhead Community Development  
Agency

By: \_\_\_\_\_

Name: Sean M. Walter

Title: Chairman

Escrow Agent:

By: \_\_\_\_\_

Name:

Title: