

**TOWN OF RIVERHEAD  
COMMUNITY DEVELOPMENT AGENCY**

**Resolution # 19**

**RATIFIES AUTHORIZATION FOR THE SUPERVISOR TO EXECUTE A LICENSE  
AGREEMENT WITH LAUFER WIND GROUP, LLC)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

**WHEREAS**, by Town of Riverhead Community Development Agency ("CDA") Resolution # 16, adopted on August 3, 2010, the CDA Board authorized a license agreement between the CDA and Laufer Wind Group, LLC for use of a portion of Town of Riverhead- Enterprise Park at Calverton ("EPCAL") from September 2, 2010 through October 31, 2010; and

**WHEREAS**, by CDA Resolution # 22, adopted on December 7, 2010, the CDA Board authorized the execution of a license agreement from December 1 2010 through November 30, 2011; and

**WHEREAS**, Laufer Wind Group, LLC has expressed its desire to enter into a license agreement for an additional year with the CDA; and

**WHEREAS**, the CDA desires to grant the license to Laufer Wind Group, LLC.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute a License Agreement in substantially the form attached between the Town of Riverhead Community Development Agency and Laufer Wind Group, LLC for a term of one year commencing on December 1, 2011 and ending on November 30, 2012 for use of a portion of Town of Riverhead- Enterprise Park at Calverton; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to forward a copy of this resolution to Marc G. Dee, V.P. Business Development, Laufer Wind Group, LLC 270 Layfayette Street, Suite 1402, New York, New York 10012; and be it further

**RESOLVED**, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

**THE VOTE**

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was  Thereupon Duly Declared Adopted

**LICENSE AGREEMENT BETWEEN THE  
TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY  
AND LAUFER WIND GROUP, LLC**

This Contract is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2011, 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 Laufer Wind Group LLC, (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 and Licensee entered into a license agreement for Licensee 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 for a term commencing on December 1, 2010 and ending on November 30, 2011; and

**WHEREAS**, CDA desires to grant to Licensee and Licensee desires to obtain from CDA a license to extend the current license agreement for one (1) year in order for Licensee 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.

**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 commencing on December 1, 2011 and terminating on November 30, 2012 (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 on or before the expiration date of the Term (or on or before the expiration date of any option period, as the case may be) a fee (the "License Fee") in an amount totaling One Thousand (\$1,000.00) dollars per month. The monthly license fee shall be due on the first day of each month, commencing on December 1, 2011 and ending on November 1, 2012 (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 company name by Marc G. Dee, VP, Business Development, 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 LLC

Riverhead Community  
Development Agency

By: \_\_\_\_\_  
Name: Marc G. Dee  
Title: VP, Business Dev.

By: \_\_\_\_\_  
Name: Sean M. Walter  
Title: Chairman