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Minutes of a Community Development Agency Meeting held by the Town Board of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, on Thursday, December 28, 2000, at 4:30 p.m.

Present:

Robert Kozakiewicz,	Chairman
James Lull,	Member
Christopher Kent,	Member
Edward Densieski,	Member
Philip Cardinale,	Member

Also Present:

Barbara Grattan,	Town Clerk
Andrea Lohneiss,	Director

Absent:

Dawn Thomas, Esq.,	Town Attorney
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Chairman Kozakiewicz called the meeting to order at 5:22.

Member Densieski: "Okay, I'd like to say something about that. I asked Barbara if we ever public notice any CDA meetings. They do not. They coincide with regular Town Board meetings. I personally don't think we have to sign a waiver but-

Chairman Kozakiewicz: "No harm in doing it though, right? Sign it for the Town Board."

Member Densieski: "Does everybody have to sign?"

Member Lull: "Everybody has to sign."

Member Kent: "Yes, everybody has to sign."

Member Densieski: "Did you sign it, Phil?"

Member Kent: "We already- we took up the- "

Member Cardinale: "I probably- I do have a question."

Member Kent: "-- this issue with the deer. We all have to sign it. If anybody refuses, we can't have a meeting."

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Member Cardinale: "Right. My only question is do we have to do it at this meeting. Is there a particular reason for doing it at this meeting?"

Sean: "The reason is that the other contract is said to expire at the end of January, January 31st. It was put on to- I understand that Skydive is trying to do some improvements to the airport to promote the business and not having this in place delays those improvements."

Member Cardinale: "Between now and January 2nd which is- "

Member Kent: "Tuesday, four days."

Member Cardinale: "Four days from now. We get into that issue- but we got into that- we'd get into that issue if it was on a Town Board meeting, too. It's, you know, I'm not going to stand on ceremony on it. I would sign the waiver but then will just discuss it at the vote time so- I think everybody's position is clear."

(Inaudible)

Member Cardinale: "September 25th, I think."

Member Kent: "September 20th."

Member Cardinale: "And it runs for one year or six months?"

Member Kent: "Six months."

Member Cardinale: "One year."

Member Kent: "One year, I'm sorry."

Chairman Kozakiewicz: "One year."

Member Densieski: "License agreement- "

Chairman Kozakiewicz: "The license agreement expires six months."

Member Kent: "It expires September 19th I would imagine, 2001."

Chairman Kozakiewicz: "September- "

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Member Cardinale: "Which, of course, is the question why it has to be done now as opposed to January."

Sean: "This agreement that I'm looking at here expires January 1st-31st, 2001. This is the runway use agreement. I have the actual agreement in front of me."

Member Cardinale: "Yeah, I'd like to see that."

Sean: "Circled."

Member Kent: "Is it signed? Does it have to be signed?"

Sean: "I don't believe- I did take it out of the Town Clerk's Office but I don't know if I have a signed copy."

Member Cardinale: "Well, the reason that the day came up is that we say pursuant to CDA resolution adopted September 5th, the Town Board authorizes the CDA to execute runway use agreement. And then we're extending it- we say- "

Chairman Kozakiewicz: "Five years."

Member Cardinale: "For five years. So we're extending it to when?"

Chairman Kozakiewicz: "Well, the runway agreement is saying this addendum is extending it to 2006- "

Member Cardinale: "September 20th of 2006."

Chairman Kozakiewicz: "September 20 of 2006, right."

Member Cardinale: "If it expires January 31, 2001, why would we extend it to September 20th? That wouldn't- "

Member Densieski: "That would be five years and six months."

Member Cardinale: "Yeah, right. Which is okay. It's a day like any other day, but why that date as opposed to say January 31, 2006. And, again, I really don't care. I just point it out that it's odd. Okay."

Member Kent: "Why does the agreement say January 31st though, if everybody thought it was a one year agreement?"

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Member Cardinale: "The term of the agreement shall be for a period of six months commencing August 1, 2000, ending January 31st- "

Member Kent: "Wait a second. That's the license agreement that was six months."

Member Cardinale: "Yeah, this is the runway agreement. But it's not signed. So we do not know whether this is- "

Member Kent: "But is that in a whereas provision referring to some other agreement or is that referring to the agreement itself? Yes."

(Inaudible discussion)

Member Kent: "No, this isn't attached to the agreement."

Member Cardinale: "So that's not the signed copy. The signed copy is September 20, 2000 to September 20, 2001. And the point, I guess, is couldn't we do this at the January 2nd meeting as equally well as we could today and I think the answer is yeah, except that you are really anxious to get it done because you have some capital commitments and other things you'd like to- right?"

Sean: "Correct."

Member Cardinale: "I got it."

Member Kent: "Is there some necessity between December 28th and January 2nd which is next Tuesday, why- are you going to be doing some kind of financial- "

Chairman Kozakiewicz: "I think what they're asking is can it wait four days."

Member Densieski: "It was on today's agenda. The guy's been sitting here for God knows how many hours, since probably 2:00. If it's- "

Chairman Kozakiewicz: "I don't see what the- "

Member Densieski: "I don't either."

Chairman Kozakiewicz: "I mean I think the vote is going to be the same today as it will be January- right?"

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Member Cardinale: "That's why I signed the waiver."

Chairman Kozakiewicz: "Yeah."

Member Lull: "Let's go."

Member Densieski: "We'll have to do it on Tuesday."

Chairman Kozakiewicz: "No. I think at this point anything else, we'll convene the CDA meeting."

Member Cardinale: "Yeah, convene it and then I wanted to- "

Chairman Kozakiewicz: "Okay, the time of 5:22 having arrived. Call to order the CDA."

Member Kent: "What resolution number is this? Okay, CDA Resolution 35."

Barbara Grattan: "I have no idea. 35."

Chairman Kozakiewicz: "All right. That having been said and done, is there a motion to move Resolution #35?"

Resolution #35

Member Densieski: "Authorizes the-CDA Resolution 35 authorizes the Chairman to execute an addendum to the agreement between the Riverhead Community Development Agency and Skydive, Long Island. So moved."

Member Lull: "Second."

Chairman Kozakiewicz: "Moved and seconded."

Member Cardinale: "Yeah, I- discussion, please."

Chairman Kozakiewicz: "Yes."

Member Cardinale: "Did you want to say something? Okay. On this, I would offer an amendment which goes to the- the only substantive reservation I have about this is number 3, I would like to add that either party may terminate this agreement upon 120 days written notice to the other. And that has to do with my concern of- for the first time at the Grumman site entering into a lengthy

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commitment and the ownership and the utilization of that site being in some flux, I think both sides should have the options to pull out upon a certain notice period. So that would be my motion to amend- to add number three: either party may terminate this agreement upon 120 days written notice to the other."

Member Kent: "And I just had a question about the escalator provisions in number two. Why are we not adjusting the rates annually commencing in September 20, 2001, and then also in 2002, 2003? When do the- and also 2006, I don't think applies. I think the last year of adjustment would be 2005. No, because- "

Member Densieski: "September is the expiration so you're going to have almost a full year- "

Member Kent: "Are we adjusting- "

Chairman Kozakiewicz: "I think what your question is is it's 2006, September, and the agreement is coming to a conclusion, what's the point of having (inaudible) at that point."

Member Kent: "Right. Are we adjusting these rates as of September 20th or are we adjusting them as of January 1st? I think (inaudible) January 1st. I think they would be adjusted on the renewal dates and I think- "

Chairman Kozakiewicz: "Right."

Member Densieski: "I see what you're saying. You're saying you are going to renew it, but that's the day it expires."

Member Kent: "Right."

Member Cardinale: "So that they would be adjusted on 1, 2, 3, 4 and 5."

Member Kent: "I would think we should- we want to adjust them annually commencing September 20th, 2001, 2002, 2003, 2004, and 2005. And not- there would be no 2006, of course, unless we're renewing or offering them an extension beyond the five years."

Member Densieski: "I think that Councilman Cardinale's request to put the 120 day cancellation is like giving him 120 day agreement. I don't see the sense of having a five year agreement if you can cancel it in 120 days. Right?"

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Member Kent: "Especially if the purpose is to secure financing for long term improvements."

Member Cardinale: "Yeah, I would agree with that which is really true. I mean, I don't have any- you're right. But I just have substantive difficulty when we have given nobody up there no more than six month license, to give a five year or actually five and a half year lease here, not- it doesn't have anything to do with these individuals. But I would have reservations about giving anybody a lengthy lease. I don't know that we're going to be in ownership. I don't know that we're going to wish it to be utilized in that same fashion over five or six years. And I don't see any advantage in this because the cost of living increase- the cost of living adjustment, will never get us any greater rental. It will simply keep the dollar figure the same. I have one other reservation- "

Chairman Kozakiewicz: "Would you- with regard to the 120 day written notice, I understand the concerns from Mr. Densieski. Would you want to add onto that to make that effective at a certain point in time upon the renewal, say two years down the road as opposed to- "

Member Cardinale: "Yeah. That's really the problem and I know what you are looking for and I understand. But giving anybody a six year lease- yes, to answer your question, yeah, Bob. I would think that that would- at a renewal term it would be appropriate for each party to have an opt out."

Chairman Kozakiewicz: "Because I think at some point maybe that might be appropriate to trigger but if it's 120 days I tend to agree with Mr. Densieski that it seems to actually shorten the term of his agreement."

Member Cardinale: "Yes, it does."

Chairman Kozakiewicz: "Because now it's effective from today, it's 120 days from today. We could, well, tomorrow write a letter and then it's 120 days from tomorrow."

Member Densieski: "I'd like to make a motion that we vote on this resolution with only the year changes. Do I have a second?"

Member Kent: "Just a question. I have one other question before we do that, Ed. Just one other- just a question, I'm not sure. Is the runway use agreement tied in any way to the licensee having a continual use of a building on the property?"

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Chairman Kozakiewicz: "We were trying to link it into that in some fashion because obviously the runway use agreement loses its utility and usefulness to the applicant if he does not have a building in which to operate."

Member Kent: "The reason I'm asking this question is because if he has an agreement with us to continue to use the runway through September 20 of 2006 and his right to use a building ends upon the sale to Burman or continues only for a short time after that, if he is using a building that's been acquired by Burman and he's unable to reach any type of an agreement with Mr. Burman or with Calverton Camelot for the purchase or the rent of buildings on site, would he still have the continued right to use the runway without having any facility on site."

Chairman Kozakiewicz: "I think he would. The question is would it make sense for him from a business sense. I think what the question is is a zoning issue perhaps."

Member Kent: "A whole bunch of issues that come to mind."

Chairman Kozakiewicz: "Yeah, but I think the answer is I think he would."

Member Kent: "Do we want- is that what we want? Is that the intent of the parties for him to have the right to use the runway whether or not he has a structure at the property? Is that our intent?"

Member Cardinale: "Whatever our intent is, wouldn't that be illegal under the current zoning to do it?"

Member Densieski: "But you've got a current lease and I think it's a business decision that Mr. (inaudible) has made. He's willing to take it for five years. We took out the exclusion number two today that says he can cancel. I think he's making a commitment; I'd like to make one to him."

Member Cardinale: "I understand why it was taken out because it would have given him an out without us having an out. But Chris' point is a good one that assuming that he did not have the two buildings, it would be an illegal use under the zoning, at least- "

Member Densieski: "I'm not 100% sure about that, Phil."

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Member Cardinale: "Yeah, I realize that we have a difference in the interpretation. But certainly that would be another caution as to why this is not a good idea at least from my perspective."

Member Kent: "Well, until he ties up a building for the same amount of time, I don't think he could have the right to use the runway without a building."

Member Densieski: "I'm not sure if that's correct either. I don't think it is. Where does it say that?"

Member Cardinale: "I think that that's- well, I understand what you're saying, but I believe it indicates that, well, I don't have the statute in front of me but that is a critical question."

Chairman Kozakiewicz: "Well, let's just-- it's his risk if that's true, right?"

Member Densieski: "Yes, it's his risk."

Chairman Kozakiewicz: "Because we're not making any representation that in this runway use agreement that- "

Member Cardinale: "Yeah, we are because we're- "

Chairman Kozakiewicz: "We're putting a time period but then the suggestion is to change the (inaudible) time periods and there was also a suggestion that we put in some sort of a clause that either party would have a right to elect to terminate the agreement upon a certain number of days notice. So I'm- "

Member Cardinale: "I think the problem is that the agreement itself- let me say this succinctly. The agreement itself isn't really geared for a five or six year lease so if you were going to extend it, you'd probably rewrite it and most importantly the agreement- I'm not sure because I don't have- I had it in my hands a minute ago, but that is not conditional- is that agreement conditionalized upon him having a lease or other utilization rights for the- "

Member Densieski: "Buildings?"

Member Cardinale: "Yes."

Member Densieski: "No."

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Sean: "I was looking through it and I don't see that it's conditional upon that."

Member Cardinale: "Okay. That is in and of itself a problem."

Chairman Kozakiewicz: "It could be."

Member Densieski: "So you are saying that if a guy comes and he's got an aerial photo business that he couldn't operate out of there. Is that what you're saying?"

Member Cardinale: "That's exactly what I'm saying. Because you're using it as an airport then."

Member Densieski: "It is an airport, recognized by the FAA."

Member Cardinale: "It is not an airport in the sense that under the zoning people go there for the purposes of coming and going. If they have a relationship to the site, they use the airstrip and that's what he's doing right now."

Member Densieski: "An aerial photography business wouldn't have a use to the site? I mean he'd be operating a business out of there."

Member Cardinale: "They'd have a connection to that site unless they have some rental of that site."

Member Kent: "The aerial photographer then would have to at least house his plane-"

Chairman Kozakiewicz: "Well, I think the difference- there's a difference of discussion as to what the zoning that's in place. There was a number of suggested changes to the agreement addendum which I guess we really should take up for a vote. If there's- I mean- I know there was one motion just to-"

Member Cardinale: "We should probably do them in order, Bob, the two that you-"

Chairman Kozakiewicz: "Well, there was one to add an additional paragraph three which was to provide language providing for termination of the agreement upon 120 days written notice."

Member Densieski: "I didn't hear a second to that, Bob."

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Member Kent: "Well, I have a question on that. That would not really meet his purposes then if he's trying to obtain financing- "

Chairman Kozakiewicz: "I would tend to believe you're right because then he's got less of a long term agreement that he can go to a financing company for."

Member Cardinale: "Right, I understand that and I would amend the- to indicate either party may terminate the agreement within 120 days of the September 20th annual date, but I believe that you're going to have a look-- at some point you should have a look to see if this is- I mean, I understand his purposes. I just don't understand the town purpose in this."

Member Densieski: "We're making a profit on it, Phil. That's one of the purposes."

Member Cardinale: "Well, which leads me to another issue which is I recall that we backed into this number and we indicated that we- we backed into the combination of the rental of the property and the rental of the airstrip and we said we'd revisit it after six months to see if it was adequate depending on the amount of use. So I don't even- "

Chairman Kozakiewicz: "Which is one user."

Member Cardinale: "No. But I don't even know whether this amount of use, landings, takeoffs, that kind of thing we're being justly compensated for. Because that was going to be revisited every six months. If we sign this lease, it won't be revisited ever because for six years we're locking ourselves into the same figure. It just doesn't make good sense from a business perspective.

I'm trying to look at this objectively. I honestly don't care about the use. I'm just looking at it from the standpoint of a lease. I know why they want a long lease; I would, too, because it helps them with their financing. I just don't see what's in it for us, what's in it for the town."

Member Densieski: "Rent."

Member Cardinale: "Well, the rent is relatively minor for the utilization of this- in fact, it's very minor."

Member Densieski: "When you're operating in a deficit, every

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dime is important, I think."

Member Cardinale: "It's \$2,000 a month which could come back to bit us in the tail at a future date if- because we are renting the airstrip, we are renting a drop zone in the 2,000. Is that 2,000- and we are renting the buildings, are we not?"

Chairman Kozakiewicz: "There's a building that's a separate agreement."

Member Cardinale: "So the total is \$2,500?"

Member Densieski: "\$2,500 I think it is."

Member Cardinale: "Yeah. \$2,825."

Chairman Kozakiewicz: "\$2,825, does that sound right? Okay."

Chairman Cardinale: "If nothing else, it bothers me that this is the first long term commitment we're making and we are making it without even revising the instrument which was basically a short term instrument. If I was going to give these people a six year or a ten year lease, I would definitely want a new instrument."

Member Densieski: "Is there a second for Phil's motion or- "

Member Kent: "To amend it to- for the 120 day- "

Member Densieski: "120 day."

Member Kent: "-- 120 day notice, and what did you- "

Chairman Kozakiewicz: "His was to add an additional paragraph, paragraph three either party may- "

Member Cardinale: "May terminate this agreement annually between- upon notice given between September 20th and November 20th. How's that?"

Member Kent: "Oh, no, you're saying that they would have to give termination notice 120 days prior to the end of a year- so they would have to give notice- the notice would have to be provided by July 20th or May 20th, if it's 120 days."

Member Cardinale: "Yeah."

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Member Densieski: "But you're also saying that after September 1st or whatever that we could eliminate on our side- "

Member Cardinale: "Right."

Member Densieski: "What kind of commitment is that?"

Member Cardinale: "It's not the kind you'd want to make, I agree."

Member Kent: "I think that we have a few issues that we've got to iron out here. Can we take it up- are we going to have a work session Tuesday morning?"

Chairman Kozakiewicz: "Yes."

Member Kent: "Can we discuss this at our work session? I would move to table this resolution for discussion at our work session Tuesday morning. And see if we can't iron out some of these problems. And I really would like to know whether the use of the runway is tied to the occupancy of a building on site. I really think that- that issue to me is important. I'm not so concerned about the 120 day termination notice though Phil has concern about that and I understand his concern. But I'm concerned about tying up the runway, making a commitment to something that we may not be able to perform. And then he would have damages. What type of financial monies are you seeking for operational improvements? Purchase a plane? Or- "

Chairman Kozakiewicz: "Yeah, he's looking to acquire a- "

(Inaudible)

Member Kent: "Okay."

Chairman Kozakiewicz: "So your investment is- right- "

Member Kent: "It's equipment investment though."

Member Densieski: "Hey, Chris? You're questioning whether if you don't have a building in the industrial core, whether you can use the runway or not."

Member Kent: "Any- no, not industrial core alone. Anywhere on the site. If he has no use of a structure on site, can someone then- can we then under current zoning, under our current plan for the site,

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if we don't we might want to amend that, but can we then allow planes who have no connection to the property to take off and land and utilize the site strictly on the payment of fees. Right now we don't have that set up. Maybe we should set that up."

Member Densieski: "I agree with you on that."

Member Kent: "Okay."

Chairman Kozakiewicz: "All right. I think that's the underlying premise of the runway use agreement that it would be, you know- I don't think it's an exclusive use of runway. If there was another user out there, they would have- "

Member Kent: "Oh, yeah, not exclusive, no."

Chairman Kozakiewicz: "-- some agreement entered."

Member Kent: "I know it's not exclusive. I'm just wondering whether we're allowing that at this time."

Chairman Kozakiewicz: "I don't think so. I mean- allowing- "

Member Kent: "Allowing people who do not have a structure or who do not have a lease- "

Chairman Kozakiewicz: "Presently no. I mean he's got- "

Member Kent: "So he would be the first? Because he's got no commitment- "

Chairman Kozakiewicz: "Only the license agreement."

Member Kent: "Right."

Chairman Kozakiewicz: "Agreed."

Member Kent: "Have you commenced any kind of negotiations with the- "

Chairman Kozakiewicz: "But I think rather than get into the- "

Member Kent: "-- a longer term agreement for renting of the structure you're now occupying?"

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(Inaudible)

Member Kent: "Okay."

Chairman Kozakiewicz: "Rather than continue to do this, there was a motion to table- "

Member Kent: "Yes, why don't we- I move to table."

Chairman Kozakiewicz: "Let's take up that vote. Is there a second?"

Member Cardinale: "I would second the motion to table."

Chairman Kozakiewicz: "Moved and seconded. Vote, please."

The Vote: "Densieski."

Member Densieski: "Yeah, I guess so."

The Vote (Cont'd.): "Cardinale, yes; Kent."

Member Kent: "Yeah, I apologize that you were here waiting so long but I think there are some issues that we should take up and if you can- if one of you can be present on Tuesday morning, I think it would be beneficial to know exactly what your plans are and where you are at so we can make it part of our decision-making process, okay. And I vote yes to table."

The Vote (Cont'd.): "Lull."

Member Lull: "I'm going to vote yes to table, too, but I assume that the Supervisor is going to want to talk with some of you tomorrow morning. Am I right about that?"

Chairman Kozakiewicz: "I would like to try and meet with them tomorrow. Yes."

The Vote (Cont'd.): "Kozakiewicz."

Chairman Kozakiewicz: "Yes, to table."

Barbara Grattan: "The resolution is tabled."

Chairman Kozakiewicz: "Close the meeting. If there is no

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further business, let's adjourn. Happy New Year."

Meeting adjourned: 5:41 p.m.

Barbara G. Hutton
Court Clerk

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Tabled

TOWN OF RIVERHEAD

Resolution # 35

AUTHORIZES THE CHAIRMAN TO EXECUTE AN ADDENDUM TO THE AGREEMENT BETWEEN THE RIVERHEAD COMMUNITY DEVELOPMENT AGENCY AND SKYDIVE LONG ISLAND

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILMAN LULL :

WHEREAS, pursuant to Community Development Agency (CDA) Resolution #16, adopted on July 25, 2000, the CDA Chairman was authorized to execute an Agreement between the CDA and Skydive Long Island involving the use of 2184 square feet of Buildings 06-24 and 06-25; and

WHEREAS, pursuant to CDA Resolution #25, adopted on September 5, 2000, the Town Board authorized the CDA Chairman to execute a Runway Use Agreement between the CDA and Skydive Long Island; and

WHEREAS, it is the desire of Skydive Long Island and the CDA to extend the term of the Runway Use Agreement for an additional five years.

NOW THEREFORE BE IT HEREBY RESOLVED, that the CDA Chairman is hereby authorized to execute an Addendum to the Runway Use Agreement (see copy attached) between the Skydive Long Island and the CDA; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Skydive Long Island, Attn: Ray Maynard, 4062 Grumman Blvd., Calverton, New York, 11933; the Office of the Supervisor; Andrea Lohneiss, CDA Director and the Office of the Town Attorney.

Densieski
Cardinale
Kent
Lull
Mozy

THE VOTE
Densieski Yes ___ No ___ Cardinale ___ Yes ___ No ___
Kent ___ Yes ___ No ___ Lull ___ Yes ___ No ___
Kozakiewicz ___ Yes ___ No ___
THE RESOLUTION WAS ___ WAS NOT ___
THEREUPON PUBLICLY ADOPTED

Tabled

D:\Laura\reso\authorizeagreement.doc

COUNCILMAN KENT OFFERED THE RESOLUTION TO BE TABLED, WHICH WAS SECONDED BY COUNCILMAN CARDINALE.

ALL MEMBERS IN FAVOR OF TABLING THE RESOLUTION

3
RUNWAY USE AGREEMENT ADDENDUM

This addendum, entered into this _____ day of December, 2000, amends and supplements the Runway Use Agreement dated September 20, 2000, made between the Town of Riverhead Community Development Agency ("CDA") and Skydive Long Island, Inc., a New York corporation with offices at 200 Hering Drive, Ronkonkoma, New York, 11779, pursuant to resolution # ____ of 2000, adopted on _____, 2000.

WHEREAS, the parties to the aforementioned Runway Use Agreement wish to extend the terms of that agreement for a period of five years from the existing termination date contained herein.

NOW THEREFORE, it is hereby agreed as follows:

1. The Runway Use Agreement dated September 20, 2000, made by and between the Town of Riverhead Community Development Agency and Skydive Long Island, Inc., is hereby extended and shall continue in full force and effect until September 20, 2006, and be it further

Sept 20, 2002 That the runway use fees and tie down fees will be adjusted annually, *beginning Sept 20, 2001 & thereafter* in ~~the~~ years 2003, 2004, 2005 ~~and 2006~~ in the same percentage as the annual Cost of Living Adjustment (COLA) as determined by the Social Security Administration for the corresponding year.

IN WITNESS WHEREOF, the parties hereby execute this addendum as of the date and year first above written.

Town of Riverhead
By: Robert F. Kozakiewicz

Skydive Long Island
By: Ray Maynard, President

3. Either party may terminate this agreement upon 120 days written notice to the other.