

10/2/01

Adopted

Town of Riverhead Community Development Agency

Resolution # 21

Authorizes Chairman to Execute Extension Agreement with the NTSB

Member COUNCILMAN LULL offered the following resolution,

which was seconded by Member COUNCILMAN DENSIESKI

WHEREAS, the CDA entered into a lease with the NTSB on September 10, 1998 for space in Plant 6 to accommodate the investigation and reconstruction of the TWA Flight 800 aircraft; and

WHEREAS, the CDA executed an Amendment to said lease agreement with the NTSB on August 2, 1999 to accommodate the relocation of the reconstruction to Plant 7 for storage; and

WHEREAS, the NTSB has requested the extension of said lease agreement pursuant to the attached extension letter from September 1, 2001 through the sooner of October 20, 2001 or closing of real estate transaction between the CDA and Calverton Camelot, LLC., according to the terms and conditions of the Lease and Amendment.

THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Chairman to execute a letter substantially in the form attached hereto for the period September 1, 2001 through October 20, 2001.

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

The Vote:

Member Densieski
Member Cardinale
Member Kent
Member Lull
Chairman Kozakiewicz

Yes
Yes
Yes
Yes
Yes

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

Proposed Letter Agreement for Calverton Hangar:

September 21, 2001

It is in the interest of the National Transportation Safety Board ("NTSB") and the Town of Riverhead Community Development Agency ("Riverhead") to continue the terms of their agreements related to the southwest portion of Plant 7 at the former Naval Weapons Industrial Reserve Plant (the "Premises"), while the ownership interests of the Premises are resolved.

The parties agree to continue the terms of the Lease, executed in September 1998, and Amendment to Lease, executed in August 1999, from August 31 through September 30, 2001 (the "interim period").

The Rent and Estimated Services Amount for this interim period are Thirty-three Thousand One Hundred and Fifty-Eight Dollars (\$33,158.00), which are due and payable upon receipt and agreement by the NTSB of this letter agreement.

If the interim period extends beyond September 30, 2001, but not later than October 20, 2001, the Rent and Estimated Services Amount will be pro-rated by day under the same terms listed above for the actual period occupied. If the period extends beyond October 20, 2001, the Rent will change to the terms of the May 9, 2001 correspondence between Riverhead and the NTSB. There will be no Estimated Services Amount charged after October 20, 2001.

All other terms of the Lease and Amendment to Lease remain unchanged and in effect for this interim period.