

8/3/1999minutes

Minutes of a CDA Meeting held by the Town Board of the Town of Riverhead, at Town Hall, Howell Avenue, Riverhead, New York, on Tuesday, August 3, 1999 at 7:00 P.M.

Present:

Vincent Villella,	Chairman
James Lull,	Member
Mark Kwasna,	Member
Philip Cardinale,	Member
Christopher Kent,	Member

Also Present:

Andrea Lohneiss,	Director
Barbara Grattan,	Town Clerk
Adam Grossman, Esq.,	Town Attorney

Chairman Villella called the meeting to order at 8:14 p.m.

Resolution #15

Andrea Lohneiss: "Resolution 15 authorizes the Chairman to execute a lease agreement with the NTSB to allow for relocation of the TWA 800 debris from Plant 6 to Plant 7."

Member Kent: "So moved."

Chairman Villella: "Is there a second?"

Member Cardinale: "Second."

Chairman Villella: "Moved and seconded."

The Vote: "Cardinale, yes; Kent, yes; Kwasna, yes; Lull."

Member Lull: "Andrea, I'm sorry to do this to you. Can you take a second and talk to some people here about some of the specifics?"

Andrea Lohneiss: "The NTSB has leased Plant 6 which is 3,000 square feet-- or 325, for one year and has recently terminated that lease by written notification to the Town. And was preparing to relocate the debris in a more cost effective and efficient manner. Presently it's spread across the 300,000 square feet and that's

8/3/1999minutes

costing them a great deal of money. So they had made a decision in Washington to condense that debris in storage containers which would allow them to significantly reduce the amount of square feet that they require.

They were looking off site. They looked around at some of the buildings that we had on site and what will happen is that they're packing up the debris presently in large storage containers and they will relocate the debris in those containers in Plant 7 and then they will relocate the restored portion of the aircraft which is about 90 feet in length, also in the other hanger and they probably will be there for about two years."

Member Lull: "The lease for about \$240,000 plus \$150-- around \$150,000."

Andrea Lohneiss: "Right. It's \$6.00 a foot net plus reimbursement for utility expenses and security costs and-- "

Member Lull: "At about \$4.00."

Andrea Lohneiss: "Right. Those items that are categorized in the existing lease as additional rent items. They are also reimbursing us for the costs associated with bringing that building up to speed. It was essentially cold iron (phonetic) is the term and didn't-- hasn't been heated for the last year or so, so we are in the process of readying the building for the relocation."

Member Lull: "So if the CDA had not done a good job in putting these-- this plan before them, they could very well be paying a county somewhere in Virginia for this."

Andrea Lohneiss: "That's right."

Member Lull: "Absolutely. Okay, thank you. Yes."

The Vote (Cont'd.): "Vilarella, yes. The resolution is adopted."

Meeting closed: 8:16 p.m.

Barbara G. Gattan
Town Clerk

8/3/99

Adopted

COMMUNITY DEVELOPMENT AGENCY
RESOLUTION # 15
August 3rd, 1999

AUTHORIZES CHAIRMAN TO EXECUTE LEASE AMENDMENT

COUNCILMAN KENT offered the resolution, which was seconded by
COUNCILMAN CARDINALE.

WHEREAS, The Town of Riverhead Community Development Agency is the owner of certain real property located at Calverton, New York and known as the Calverton Enterprise Park; and

WHEREAS, pursuant to Community Development Agency Resolution #25, adopted September 8th, 1998, the Community Development Agency presently leases a building known as Plant #6 to the National Transportation Safety Board for the storage and reassembly of the TWA Flight 800 aircraft; and

WHEREAS, the National Transportation Safety Board desires to relocate the debris and reconstructed aircraft in a 40,000 sq. ft. portion of Plant #7, specifically described in Exhibit "B" of the lease Amendment attached hereto; and

WHEREAS, the Community Development Agency desires to accommodate the current needs of the National Transportation Safety Board pertaining to any continued investigation and retention of material involving TWA Flight 800.

THEREFORE BE IT RESOLVED, that the Community Development Agency hereby authorizes the Chairman to execute an Amendment to the lease dated September 10th, 1998 substantially in the form attached hereto between the Community Development Agency and National Transportation Safety Board.

Member Cardinale	Yes	No
Member Kent	Yes	No
Member Kwasna	Yes	No
Member Lull	Yes	No
Member Villella	Yes	No

THE VOTE

Cardinale Yes No Kent Yes No
 Kwasna Yes No Lull Yes No
 Villella Yes No

THE RESOLUTION WAS WAS NOT
THEREUPON DULY DECLARED ADOPTED

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (this "Amendment"), dated as of August 2, 1999, is made by and between THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY ("Landlord"), a New York public benefits corporation, and NATIONAL TRANSPORTATION SAFETY BOARD ("Tenant"), an independent establishment of the United States government.

W I T N E S S E T H:

WHEREAS, Landlord and Tenant are parties to that certain Lease dated as of September 10, 1998 (the "Original Lease" and, as modified hereby, the "Lease"; capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Original Lease); and

WHEREAS, Landlord and Tenant desire to amend the Original Lease as set forth herein.

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

1. This Amendment will become effective as of the 1st day of September, 1999.

2. Notwithstanding anything to the contrary in the Original Lease, from and after the 1st day of September, 1999, the Original Lease shall be deemed modified as follows:

a. The Annual Base Rent (as defined in Section 1.1(a) of the Original Lease) for the period commencing September 1, 1999 and ending on August 31, 2000 shall be \$240,000.00 and shall be due and payable in full in advance on September 1, 1999. The Annual Base Rent for any period from and after September 1, 2000 shall be determined as provided in the Original Lease for Extension Periods and shall be payable in full in advance on September 1st of each Extension Period commencing from and after September 1, 2000.

b. The Estimated Annual Services Amount (as defined in Section 1.1(e) of the Original Lease) (i) for the period commencing September 1, 1999 and ending on August 31, 2000 shall be \$150,000 and (ii) for any period commencing from and after September 1, 2000 shall be determined as provided in the Original Lease for Periods succeeding the Initial Term. Commencing upon the transfer of the Premises to an entity that is not tax-exempt, the Annual Services Amount

CEK

(as defined in Section 5.1(b)(i)) shall include a PILOT surcharge in the amount of \$.50 per rentable square foot due with respect to the Premises.

c. The Premises (as defined in Section 1.1(n) of the Original Lease) shall be deemed to refer to the southwest portion of that certain building commonly known as "Plant #7", which portion is approximately depicted by the shaded areas on Exhibit "B" attached hereto and consists of approximately but not more than 40,000 square feet in the aggregate and is located on the Land.

d. Exhibit "B" to the Original Lease shall be deemed deleted in its entirety and shall be replaced with Exhibit "B" attached hereto.

e. The Permitted Uses (as defined in Section 1.1(m) of the Original Lease) shall be deemed to be the investigation relating to TWA Flight 800 and/or storage of the wreckage related thereto and any uses related to the foregoing, in each case, to the extent permitted by applicable law.

f. Notwithstanding anything to the contrary in the Original Lease, Tenant shall have no right to terminate the Lease from the 1st day of September, 1999, through the 31st day of August, 2000. From and after the 1st day of September, 2000, Tenant shall have the right to terminate the Lease on at least 90 days written notice of termination to Tenant. In the event of a termination of the Lease prior to the end of a period for which Tenant shall have paid in advance any amounts due under the Lease, Tenant shall be entitled to be reimbursed in an amount equal to the portion of the amount so paid attributable to the period succeeding the date on which Tenant vacates the Premises.

3. Tenant shall have the right to occupy the Premises from and after August 2, 1999, in consideration of which right Tenant shall, simultaneously with the execution of the this Amendment, pay Landlord an amount equal to \$20,000 as reimbursement for the costs and expenses incurred by Landlord to prepare the Premises for Tenant's occupancy.

4. As amended by this Amendment, the terms of the Original Lease shall remain unmodified and in full force and effect.

CEK

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 2nd day of August, 1999.

LANDLORD:

THE TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY,
a New York public benefits
corporation

By: _____
Its

TENANT:

NATIONAL TRANSPORTATION SAFETY
BOARD, an independent
establishment of the United
States government

By: Craig E. Keller Jr
Its

CEK



Plant 7

