Minutes of a Meeting of the Town Board of the Town of Riverhead held in the Town Hall, Riverhead, New York, on Tuesday, June 7th, 1966 at 10:30 A.M.

Present:

Robert B. Vojvoda, Supervisor

Bruno F. Zaloga, Jr.
Thomas R. Costello, Justices of the Peace

Vincent B. Grodski
George G. Young, Councilmen

Also present: Shepard M. Scheinberg, Town Attorney and Alex E. Horton, Highway Superintendent.

The meeting was called to order at 10:45 A.M., by Supervisor Vojvoda.

Justice Costello offered the following resolution which was seconded by Justice Zaloga.

RESOLVED, That the minutes of the meeting of the Town Board held in the Town Hall on May 17, 1966, be approved as submitted.

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

Justice Costello offered the following resolution which was seconded by Justice Zaloga.

RESOLVED, That the minutes of a Special Meeting of the Town Board held in the Town Hall on May 24, 1966, be approved as submitted.

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

REPORTS:
Supervisor's, May, 1966. Filed.
Police Department, May, 1966. Filed.
Building Department, May, 1966. Filed.
Tax Receiver's, dated May 23, 1966. Filed, also report dated June 6, 1966. Filed.

After being duly advertised the following bid for Refreshment Stand Concession at the Iron Pier Beach for 1966 Summer Season was opened by the Town Clerk on Monday, June 6, 1966 at 11:00 A.M.

Justyna Breitenbach, 374 Marcy Avenue, Riverhead, N. Y.

Bid for refreshment stand concession at Iron Pier Beach $250.00

The bid was filed for the June 7, 1966 Meeting of the Town Board.

PETITION

Submitted by John O'Keeffe, Attorney, representing Timberland Associates, Inc., requesting certain lands on the North side of Route 25 at Calverton, N. Y., be rezoned from Farm 1 to Business 1. Filed.

Required fee of $25.00 received by Town Clerk.

Referred to Planning Board for recommendation and report.

COMMUNICATIONS

N. Y. Dist. Corps of Engineers, dated May 23, 1966, Public Notice No. 5757, relating to application made by Suffolk County Dept. of Public Works for Permit to dredge and to place fill in Great Peconic Bay at the entrance to Shinnecock Canal, Southampton Town. Filed.

Town of Brookhaven, dated May 16, 1966, Notice of adoption of amendments to Town Code relating to Industrial District. Filed.

Copy to Town Attorney.

Town of Brookhaven, dated May 18, 1966, Notice of Public Hearing relating to application of L. I. Lighting Company for zoning change. Filed.

Copy to Town Attorney.

Town of Southold, dated May 25, 1966, Notice of adoption of amendment to Zoning Ordinance. Filed.

Copy to Town Attorney.

Suffolk County Dept. of Planning, dated May 23, 1966, relating to adoption of amendments to Building Zone Ordinance, Town of Brookhaven. Filed.

Copy to Town Attorney.

Suffolk County Dept. of Planning, dated May 26, 1966, relating to adoption of amendment to Building Zone Ordinance, Town of Southold. Filed.

Copy to Town Attorney.

State Traffic Commission, dated May 25, 1966, acknowledging receipt of request for lower maximum speed restriction on Route 58, and advising investigation of traffic conditions will be conducted by field personnel at this location and Commission's conclusions based on field review will be submitted to Town Board. Filed.

Copy to Police Chief Grodski.

Frank Vagoun, dated May 19, 1966, calling attention to hazardous situation existing in the area of Overhill Road, Hill and Dale section of Wading River, caused by builder of road leaving debris in a lot to be used as a playground. Filed.

Referred to Building Inspector.

John A. Warner, dated May 25, 1966, making objection to location of proposed Airport on Riverside Drive. Filed.

John W. Pukit, dated June 6, 1966, making objection to proposed Airport. Filed.

COMMUNICATIONS continued:

Riverhead Town Planning Board, dated May 31, 1966, submitting report of its recommendations relating to Petition of Wading River School District for Change of Zoning to Residence 3 District. Filed.

Wildwood Acres Ass'n. Inc., dated May 29, 1966, endorsing Supervisor Vojvoda's plan for a Suffolk Park Commission. Filed.

Associations of Wading River, dated May 29, 1966, endorsing Supervisor Vojvoda's plan for a Suffolk Park Commission. Filed.

Wading River Civic Ass'n., dated June 2, 1966, requesting Town Board give favorable consideration to Petition of Wading River School District for Change of Zoning to Residence 3 District. Filed.

Little Flower House of Providence, dated May 23, 1966, making application for Firework's Permit, enclosing Certificate of Insurance and sketch showing location where fireworks are to be discharged on grounds on July 3, 1966/rain date July 4, 1966. Filed.
Certificate of Insurance coverage approved by Town Attorney.

Riverhead Chamber of Commerce, dated May 10, 1966, making application for Firework's Permit, enclosing Certificate of Insurance and sketch showing location where fireworks are to be discharged on July 3, 1966/rain date July 4, 1966, and requesting permission to use point of land southwest of bathing area at Town Beach, South Jamesport for the purpose of displaying fireworks. Also requesting Town Board to deputize men from Jamesport Firemen's Association to assist in traffic control. Filed.
Certificate of Insurance coverage approved by Town Attorney.
Permission to use land southwest of bathing area at Town Beach was granted by the Town Board.
Matter of deputizing men from Jamesport Firemen's Association for traffic control was referred to Police Chief Grodski.

Riverhead Chamber of Commerce, dated May 10, 1966, requesting Town pay half share of fireworks bill from Publicity Appropriation. Filed.
Referred to Supervisor Vojvoda for reply.

Mrs. Frederick Marr, Secretary, Aquebogue Civic Association, dated May 16, 1966, requesting status of action taken or being taken to correct pollution in Peconic Bay and surrounding creeks in Riverhead Township. Filed.
Referred to Supervisor Vojvoda for reply.

Robert Filmanski, dated May 12, 1966, requesting Town of Riverhead take necessary measures to correct drainage problem existing in area of Sunset Blvd., Wading River. Filed.
Referred to Highway Committee, Highway Superintendent and Engineer.

William G. Thaden, President, Riverhead Little League, dated April 2, 1966, advising League desires to donate to the Town of Riverhead, six dugouts constructed at Stotzky Park and requesting Town to advise whether it will assume ownership and maintain same. Filed.
Town Clerk was directed to advise that the Town Board shall accept the donation of the six dugouts and assume ownership and maintain same.

At this point of the meeting, Supervisor Vojvoda asked if anyone wished to be heard and the following responded:

Gordon T. Danby spoke on behalf of the residents in the Wading River School District area and requested the Town Board to give its favorable consideration to the petition submitted by the residents asking for change of zoning to Residence 3 District.

Supervisor Vojvoda informed Mr. Danby that the Planning Board's report of recommendations did not favor the requested change of zoning.

Supervisor Vojvoda further informed Mr. Danby that the matter will be resolved by the Planning Board and members of the Town Board at a meeting scheduled for the evening of June 22, 1966.

Robert Filmanski, Wading River, N. Y., spoke to the Town Board in respect to the drainage problem (as outlined in his letter under date of May 12, 1966) existing in the area of Sunset Blvd., adjoining his property and requested that measures be taken immediately to eliminate said problem.

The Town Board entered into a discussion on the matter with Alex Horton, Supt. of Highways and it was decided that the area in question be inspected by the Highway Committee together with the Supt. of Highways and an Engineer to determine what measures will be necessary to correct the problem.

HEADS OF DEPARTMENTS

Police Chief Grodski reported on survey made of local medical men for purpose of determining fees for blood withdrawals, filling out the necessary forms and making court appearances in respect to intoxicated drivers. Said survey disclosed several doctors have submitted a fee amount of $25.00, others indicated they do not have the time to participate in this procedure.

The Town Board directed Police Chief Grodski to use the survey as a guide when occasions warrant the services of medical personnel.

UNFINISHED BUSINESS

Supervisor Vojvoda commented on the matter of amending Zoning Ordinance relating to Highway Signs and Billboards and expressed a wish that the members of the Board would give consideration to taking action in proposing the enactment of this amendment at the next meeting of the Board.

At this point of the meeting, Supervisor Vojvoda called a recess to hold a Public Hearing.

PUBLIC HEARING - 11:15 A.M.

In the Matter of Proposals to amend Zoning Ordinance No. 26 of the Town of Riverhead, As Amended, pursuant to Section 265 of the Town Law and Section 501 of Zoning Ordinance No. 26 of the Town of Riverhead, Suffolk County, New York.

Affidavit showing proof of publication of Notice of Public Hearing pertaining to aforementioned matter was submitted to the Board and ordered placed on file.

Supervisor Vojvoda thereupon declared the Hearing open, and asked if anyone wished to be heard in favor of or in opposition to the aforementioned proposals.

PUBLIC HEARING - 11:15 A.M. continued:
The proposed amendments were heard in the order as outlined in the published Notice of Hearing.

1. ARTICLE II - SECTION 205 - FARM 1 DISTRICT - SECTION 205A USES:
John Wowak, Jamesport, N. Y., spoke in favor of the proposed amendment and suggested that the word "dwelling" be changed to read "trailers".

Herbert Smith, Calverton, N. Y., spoke in favor of the proposed amendment and further added that the farmers are willing to remove their old shacks which have long been eyesores, if they are permitted the use of trailers to house employees.

Justice Costello advised that complete information on the required specifications for trailers may be obtained in the office of the Building Inspector.

2. ARTICLE II - SECTION 208-BUSINESS 3 DISTRICT - SECTION 208H:
Charles E. Raffe, Attorney, representing Marland Corporation submitted the following statement:

"Business Three Use District was created for Route 58 area, because the Town Board foresaw this area as one which would be used for Automobile showrooms, service stations, food markets, and shopping centers.

When original provision was enacted it provided for chainlink fence or basket weave fence to be erected between adjoining properties where land site was larger than 20,000 square feet.

There are now situations along Route 58 where adjoining real properties are owned by separate corporations which have identical principals as well as adjacent real properties which are used for similar retail commercial ventures.

Under the present ordinance, customers who are at one unit of stores or showrooms who wish to go into adjacent stores or showrooms which are held in separate ownership, would find it necessary to reenter their cars and drive out on the main highway.

This would necessitate them having to enter the main flow of traffic along Route 58, and then leave the main artery of traffic after just entering said highway and go into the other shopping areas.

This outflow and immediate inflow from many separately fenced shopping areas would constitute traffic congestion and increase the possibility of accidents along Route 58.

Under the proposed amendment John Q. Public would be able to enter his automobile and travel to adjacent stores or showrooms which are on adjacent properties without traveling on to Route 58.

This amendment is not designed to prevent traffic flowing out on to Route 58. However, under the circumstances previously pointed out one could find it possible to travel to adjacent properties without entering Route 58, which is a main highway artery.

We have an example of the foregoing in the Town of Huntington along Route 110. The Korvette Shopping Center and the Walt Whitman Shopping Center are operating under this procedure.

This amendment shall be designed to lessen traffic congestion on Route 58, where possible. The character of the district as previously stated is commercial, its uses are suited for stores, garages and showrooms, not for Residental uses. The land values will be conserved.

PUBLIC HEARING - 11:15 A.M. continued:

Charles E. Raffe's statement continues:

The proposed amendment would not allow carte blanche waiver of such fencing requirement, but could only be obtained if the adjoining land owners would consent in writing and upon the owner of the subject property showing that the waiving of the fencing requirement would not prevent the orderly and reasonable use of lot and adjacent properties." (End)

3. ARTICLE II - SECTION 208I - REVIEW OF SITE PLAN:

Town Attorney Shepard Scheinberg read the following statement submitted by the Building Department:

"Regarding the change of Section 208I, if it is the intention of the Town Board to refer Review of Site Plans to the Planning Board it would seem this would be a hardship on the applicant on the matter of time. The application will have to be referred to the Town Board by the Building Inspector who would then refer it to the Planning Board, who would then refer their recommendation to the Town Board, who would refer it to the Building Inspector. Waiting for meetings of the Boards would take several months." (End)

Town Attorney Scheinberg added his personal comment that the Town Board would be emasculating the Planning Board if this proposed change is adopted.

Justice Costello stated that the Planning Board sits in as a Board of Review for the Zoning Board and the Town Board should be the Body to approve or disapprove site plan applications and for this reason we took it out of the purview of the Planning Board. Further, that an applicant for a site plan cannot expect approval the next day and it would behoove him to get the application in far enough in advance, and at best if he came in today, he would have it the next two weeks.

Town Attorney Scheinberg stated that the Planning Board has more authority than Judge Costello says and certainly has more than advisory powers when it comes to subdivisions.

Justice Costello stated that this matter has nothing to do with subdivisions.

Patricia Tormey, Chairman of Zoning/Board of Appeals stated that she questions if Judge Costello meant Zoning Board as stated, as he should have said Board of Appeals which does not come into this unless the Planning Board rejects the site plan and then it would be possible for the applicant to apply to the Board of Appeals for a variance.

Mrs. Tormey further stated that the waiting time would take more than two weeks because of the meetings of the Boards and while it may not be a lot of time, it will take a much longer period of time to complete an application for a site plan under the proposed set-up.

Mrs. Tormey further added that despite what anyone says the Planning Board has authority granted them by the State.

Justice Costello stated that he takes umbrage with what Mrs. Tormey says as the Planning Board does not have as much authority as everyone thinks.

Mrs. Tormey stated that the authority can be found in the Ordinance and once the Town Board approves it, it is binding.

Justice Costello asked, "Binding on whom?"

PUBLIC HEARING - 11:45 A.M. continued:
Robert Filmanski, Wading River, N. Y., asked if the Town Building Code ould be amended.

Town Attorney Scheinberg replied that it may be amended after a year's en-rcement.

No one else wishing to be heard and no communications having been received ereto, Supervisor Vojvoda declared the Hearing closed.

Supervisor Vojvoda announced that the Public Hearing scheduled for 11:45 A.M. ould be heard at this time.

PUBLIC HEARING -11:45 A.M.
In the Matter of the Proposed Acquisition by the Town of Riverhead of certain nds at Wildwood, Town of Riverhead, Suffolk County, New York, for the purpose of sing the same as a public parking place. (Adjourned from May 17, 1966).

Supervisor Vojvoda declared the Hearing open, and asked if anyone wished to e heard in favor of or in opposition to the aforementioned matter.

The Town Board entered into a discussion with Gordon T. Danby, Walter lanagan, Michael Peretta and several unidentified persons representing Wildwood cres Association and Wading River Civic Association.

Michael Peretta urged the Town Board to take immediate action to obtain the roperty.

Justice Costello stated that the Board will take no action to acquire this property ntil it is determined who owns the beach and the Board is convinced as to just what the eople want in that area.
Justice Costello further stated that the creation of a parking area would result n more people coming - not to look at the birds and bees but to use the beach area and ntil such time when the people determine what they want the Board to condemn and it s determined who owns the beach, he would suggest that this matter be adjourned.

Mr. Peretta stated that the people who have beach rights are willing to waive hese rights.

Supervisor Vojvoda closed the Hearing at 12:10 P. M., and the matter was ad-ourned to 11:45 A. M., on June 21, 1966.

Supervisor Vojvoda re-opened the meeting.

RESOLUTIONS:
Councilman Young offered the following resolution which was seconded by Councilman Grodski.
RESOLVED, That Highway bills submitted on Warrants dated June 7, 1966 as ollows: General Repairs Item 1-Coram Sand & Gravel Corp., dated May 9, 1966 for $1241.00 and Miscellaneous Item 4-Local Steel & Supply Co., Inc., dated May 13, 1966 or $627.00, be and are hereby approved for payment.

RESOLUTIONS continued:

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

Councilman Young offered the following resolution which was seconded by Councilman Grodski.

WHEREAS, The following applications for the construction of curbs and gutters have been received by the Town Board and reviewed by the Highway Committee:

I. Fred Frankel
To be constructed at 1049 Ostrander Avenue, Riverhead, N. Y.
For the sum of $103.00 to reimburse the Town for the cost of materials.
The expense to the Town shall not exceed the sum of $260.00.
(This amends amounts stated in resolution under date of April 5, 1966)

George Papageorge
To be constructed at 901 Ostrander Avenue, Riverhead, N. Y.
For the sum of $63.00 to reimburse the Town for the cost of materials.
The expense to the Town shall not exceed the sum of $100.00.

Albert H. Barbanel
To be constructed at 1043 Ostrander Avenue, Riverhead, N. Y.
For the sum of $125.00 to reimburse the Town for the cost of materials.
The expense to the Town shall not exceed the sum of $310.00.

NOW, THEREFORE BE IT RESOLVED, That the above stated applications be approved and that the Curbs and Gutters be constructed pursuant to a contract with the aforementioned applicants, and be it

FURTHER RESOLVED, That the Supervisor be authorized to sign the said contracts in behalf of the Town when the moneys to be paid by above said applicants are turned over and the contracts have been signed by them, and

BE IT FURTHER RESOLVED, That upon the execution of the contract the Superintendent of Highways be directed to perform the work.

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

Councilman Young offered the following resolution which was seconded by Councilman Grodski.

RESOLVED, That the Town Clerk be and is hereby authorized to advertise for sealed bids for 12-inch and 15-inch Galvanized Corrugated Drain Pipe, and be it

RESOLVED, That specifications be prepared by the Superintendent of Highways, and bids to be returnable up to 11:00 A.M., on June 20, 1966, and be it further

RESOLVED, That the Town Clerk be and hereby is designated to open publicly and read aloud on Monday, June 20, 1966, at 11:00 A.M., at the Town Clerk's Office, Town Hall, 220 Roanoke Avenue, Riverhead, New York, all sealed bids bearing the designation "Bid on Drain Pipe".

RESOLUTIONS continued:

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

Councilman Young offered the following resolution which was seconded by Councilman Grodski.

Upon reading and filing the deed and release of Robert A. Allen, Kenneth Thurber, John R. Allen and Angela Pisacano, dated the 30th day of January, 1965, duly acknowledged, granting and releasing the lands therein described for use in laying out as a public highway the lands within the bounds of Overhill Road as shown on map entitled, "Map of Hill and Dale, Section 3", filed in the Office of the Clerk of Suffolk County on April 9th, 1963 as Map No. 3760, it is hereby

RESOLVED, that consent be and the same hereby is given that the Town Superintendent of Highways of the Town of Riverhead acquire the lands in said release described for use in connection with the laying out of said highway, all in accordance with the provisions of the Laws of the State of New York.

Dated: June 7th, 1966.

Robert B. Vojvoda
Supervisor

Thomas R. Costello
Justice of the Peace

Bruno Zaloga, Jr.
Justice of the Peace

Vincent B. Grodski
Councilman

George G. Young
Councilman

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

Councilman Grodski offered the following resolution which was seconded by Councilman Young.

RESOLVED, That the bid for the refreshment concession at the Iron Pier Beach, Sound Avenue, Riverhead, N. Y., in the amount of $250.00, be and it is hereby awarded to Justyna Breitenbach, 374 Marcy Avenue, Riverhead, N. Y., subject to rules and regulations of the Recreation Department, and be it

FURTHER RESOLVED, That the acceptance of said Bid is subject to the bid and specification form submitted by Justyna Breitenbach, dated May 31, 1966 and filed with the Town Clerk on June 6th, 1966.

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

RESOLUTIONS continued:

Councilman Grodski offered the following resolution which was seconded by Councilman Young.

RESOLVED, That the following be and they are hereby appointed as Swimming Instructors effective July 5, 1966 to and including August 26, 1966, and to be paid bi-weekly at the following rates and to serve at the pleasure of the Town Board:

Patricia Warren	$2.15 Per Hour
Carol Goodale	$2.05 Per Hour

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

Justice Zaloga offered the following resolution which was seconded by Justice Costello.

WHEREAS, J. Robert Wowak was appointed Recreation Leader at $7.95 per session and Madeline Tepper was appointed Assistant Leader at $4.80 per session and Roy Bascomb was appointed Specialist at $9.90 per session and Dawn Jangarathis was appointed Recreation Leader at $7.50 per session to serve on the Playgrounds effective July 5, 1966, and

WHEREAS, J. Robert Wowak, Madeline Tepper, Roy Bascomb and Dawn Jangarathis have indicated their inability to serve,

BE IT HEREBY RESOLVED, That the appointment of J. Robert Wowak as Recreation Leader, Madeline Tepper as Assistant Leader, Roy Bascomb as Specialist and Dawn Jangarathis as Recreation Leader made in a Town Board resolution on May 3, 1966, be and it is hereby rescinded.

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

Justice Zaloga offered the following resolution which was seconded by Justice Costello.

RESOLVED, That Paul Rumpel be and hereby is hired as Beach Attendant from June 18, 1966 to September 5, 1966 at $1.50 per hour and to serve at the pleasure of the Town Board.

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

Justice Zaloga offered the following resolution which was seconded by Justice Costello.

RESOLVED, That Alice Conklin be and she is hereby appointed as Assistant Leader on the Playgrounds effective July 5, 1966 to and including August 12, 1966, to be paid bi-weekly at $4.50 per session and to serve at the pleasure of the Town Board.

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

RESOLUTIONS continued:

Councilman Grodski offered the following resolution which was seconded by Councilman Young.

RESOLVED, That the Supervisor be and is hereby authorized to transfer the sum of $500. from the General Town Current Surplus Account to the Recreation Department Item 200 Account, for the creation of a Senior Citizens Program.

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

Councilman Grodski offered the following resolution which was seconded by Councilman Young.

WHEREAS, Conservation of our natural resources and beautification of our countryside have become major concerns of our society, and,

WHEREAS, Most Americans today have more free time than any people since the beginning of history, and

WHEREAS, The National Recreation and Park Association has designated June as the month in which to call attention to the need for conservation, beautification and recreation,

NOW, THEREFORE BE IT RESOLVED, That the Town Board of the Town of Riverhead does hereby urge all residents of Riverhead to observe June as Recreation and Park Month, participating in our community's creative and meaningful recreation program and working to beautify our city and conserve its natural resources.

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

Justice Zaloga offered the following resolution which was seconded by Justice Costello.

WHEREAS, The Town of Riverhead and Everett B. Raynor entered into a three (3) year lease dated August 4, 1959, expiring August 31, 1962, covering drainage privileges from Hallock Street, and

WHEREAS, Said lease has a provision for renewal on a year to year basis, and was duly renewed under the provisions of said lease for the period ending August 31, 1966,

NOW, THEREFORE BE IT RESOLVED, That the Town of Riverhead renew the said lease on a year to year basis at an annual rental of $150.00 and on the same terms and conditions contained in said lease, the present renewal being for the year ending August 31, 1967, and be it

FURTHER RESOLVED, That the Town Clerk send notification of this intention to the said Everett B. Raynor.

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

Justice Costello offered the following resolution which was seconded by Justice Zaloga.

RESOLUTIONS continued:

WHEREAS, The Town Board of the Town of Riverhead, Suffolk County, New York, has caused all matters and things to be done which are required by the Town Law, in order that amendments to Zoning Ordinance No. 26 of the Town of Riverhead as Amended, may be adopted by the Town

NOW, THEREFORE, By virtue of the authority vested in it by the Town Law and other statutes made and provided, the Town Board of the Town of Riverhead, hereby adopts the following amendments to Zoning Ordinance No. 26 of the Town of Riverhead as Amended:

PUBLIC NOTICE

WHEREAS, the Town Board of the Town of Riverhead, Suffolk County, New York, has caused all matters and things to be done which are required by the Town Law in order that an amendment, change and modification of said Ordinance may be adopted by the Town.

NOW THEREFORE, By virtue of the authority vested in it by the Town Law and other statutes made and provided, the Town Board of the Town of Riverhead, hereby ordains and enacts the following amendments to Ordinance No. 26 of the Town of Riverhead:

1. ARTICLE II - SECTION 205 - FARM I DISTRICT - SECTION 205 A USES, add paragraph 20 and to read:

20. Single family dwelling for employees on farms, provided that:

(1) The dwelling is located on on a lot of not less than 8400 square feet, exclusive of area in driveway, and

(2) All sides of the lot, except for side lines of driveway to the lot, shall be more than 200 feet from any highway, and

(3) The dwelling may not be used unless one member of the family is employed by the owner of the farm on which the dwelling is located, and

(4) One single family dwelling is allowed for each 20 acres of contiguous farmland owned by the farmer, and

(5) The dwelling shall contain at least 450 square feet of living area.

2. ARTICLE II - SECTION 208 - BUSINESS 3 DISTRICT - SECTION 208 H - Additional Requirements - Paragraph 8 amended to read:

(8) For a lot having an area greater than 20,000 square feet, there shall be a six-foot high chain link fence or six foot high basket weave fence or six-foot high woven picket fence installed along all adjacent property lines except highway lines. Such fence requirements may be waived in whole or in part by the Town Board under the following conditions: By the owner of the lot obtaining written consent of the adjoining land owners to the waiver of this requirement and by the owner of the lot showing that the waiving of the fencing requirement will not prevent the orderly and reasonable use of the lot and the adjacent properties.

3. ARTICLE II - SECTION 209 I - REVIEW OF SITE PLAN. This entire section to be amended to read:

In each case where a building or use is proposed in this District, the Building Inspector shall refer the application for Zoning Permit together with the site plan to the Town Board for its review and its recommendation before issuing Zoning Permit. The Town Board shall approve, approve with modifications, or disapprove said site plan. In modifying or disapproving any site plan the Board shall enter its reasons for any action in its records.

The aforementioned Amendments to Ordinance No. 26 shall take effect ten (10) days after such publication and posting.

Dated: June 7, 1966.

BY ORDER OF THE
TOWN BOARD
TOWN OF RIVERHEAD
HELENE M. BLOCK
TOWN CLERK

The adoption of the aforesaid amendments to Zoning Ordinance No. 26 of the Town of Riverhead as Amended, shall take effect ten (10) days after publication and posting.

AND the Town Clerk is hereby authorized and directed to enter the said amendments to Zoning Ordinance No. 26 of the Town of Riverhead as Amended, and to publish a copy once in the News-Review, the official newspaper published in the Town, and to post a copy of the same, on the signboard maintained by the Town Clerk, pursuant to subdivision 6 of Section 30 of the Town Law and file in her office affidavit of said publication and posting, and

FURTHER RESOLVED, That the Town Clerk be directed to send Notices of the adoption of the amendments to Zoning Ordinance No. 26 of the Town of Riverhead as Amended, to the Towns of Brookhaven, Southampton and Southold, the Long Island State Park Commission and the Suffolk County Department of Planning.

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

Councilman Young offered the following resolution which was seconded by Councilman Grodski, and duly adopted by the following recorded vote; Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes.

RESOLUTIONS continued:

IN HONOR OF
"J. WILSON STOUT"
RESOLUTION COMMENDING J. WILSON STOUT FOR SERVICES
RENDERED TO THE GREAT TOWN OF
RIVERHEAD

WHEREAS, J. Wilson Stout has served as Assessor of the Town of Riverhead since January 1, 1942 to December 31, 1965, now therefore, be it

RESOLVED, That the Town Board of the Town of Riverhead commends him for his 24 years of faithful service to public cause, and be it further

RESOLVED, That the Town Board extends to J. Wilson Stout, the best of good wishes for his future health and happiness, and be it further

RESOLVED, That the Town Clerk is hereby authorized to deliver to J. Wilson Stout a suitably engrossed copy of this resolution in recognition of the honor and esteem of the Town Board for J. Wilson Stout and in recognition of the outstanding public service he has rendered to the Town of Riverhead.

Dated: June 3, 1966 Signed by: Robert B. Vojvoda
Supervisor

Thomas R. Costello
Justice of the Peace

(Seal) Bruno F. Zaloga, Jr.
Justice of the Peace

Vincent B. Grodski
Councilman

Helene M. Block
Town Clerk
Town of Riverhead, N. Y.

George G. Young
Councilman

J. Wilson Stout addressed the Board and expressed his deep appreciation for the Resolution of Commendation presented to him by Councilman Grodski on behalf of the Town Board on Saturday, June 4, 1966.

Justice Costello offered the following resolution which was seconded by Justice Zaloga.

WHEREAS, The Riverhead Chamber of Commerce, Riverhead, N. Y., has applied for a Permit for a display of fireworks to be held at the Town Beach in South Jamesport, New York, on the evening of July 3rd, 1966/rain date July 4th, 1966, and

WHEREAS, Said applicant has filed with the Town Clerk a Certificate of Public Liability and Property Damage Insurance naming the Town of Riverhead with a coverage limit of $500,000/$500,000 for bodily injury and $500,000/$500,000 for property damage, and a sketch showing location where the fireworks are to be discharged by

RESOLUTIONS continued:

Pyrotechnic Products Company, Bellport, New York, a licensed firm in charge of setting off said fireworks, said licensed firm having filed a copy of its license with the Town Clerk, Town of Riverhead, and

WHEREAS, The Town Attorney has read and approved all papers filed in this connection, now, therefore

BE IT RESOLVED, That the Town Clerk be and is hereby instructed to issue a Fireworks Permit for a public display of fireworks, to The Riverhead Chamber of Commerce, Riverhead, N. Y., for the evening of July 3rd, 1966/rain date July 4th, 1966, and

BE IT FURTHER RESOLVED, That the issuance of said Permit is subject to conditions and provisions as contained in Section 1894-a, Subd. 4 of the Penal Law of the State of New York.

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

Justice Costello offered the following resolution which was seconded by Justice Zaloga.

WHEREAS, The Little Flower House of Providence, Wading River, N. Y., has applied for a Permit for a display of fireworks to be held on its grounds in Wading River, N. Y., on the evening of July 3rd, 1966, rain date July 4th, 1966, and

WHEREAS, Said applicant has filed with the Town Clerk a Certificate of Public Liability and Property Damage Insurance naming the Town of Riverhead with a coverage limit of $500,000/$500,000 for bodily injury and $500,000/$500,000 for property damage, and a sketch showing location where the fireworks are to be discharged by Pyrotechnic Products Company, Bellport, New York, a licensed firm in charge of setting off said fireworks, said licensed firm having filed a copy of its license with the Town Clerk, Town of Riverhead, and

WHEREAS, The Town Attorney has read and approved all papers filed in this connection, now, therefore

BE IT RESOLVED, That the Town Clerk be and is hereby instructed to issue a Fireworks Permit for a public display of fireworks, to The Little Flower House of Providence, Wading River, N. Y., for the evening of July 3rd, 1966/rain date July 4th, 1966, and

BE IT FURTHER RESOLVED, That the issuance of said Permit is subject to conditions and provisions as contained in Section 1894-a, Subd. 4 of the Penal Law of the State of New York.

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

AUDIT OF BILLS

The Town Board convened as a Board of Audit and examined the following bills submitted on Warrants dated June 7, 1966; General Town-$7789.69, General Repairs Highway Item 1-$3965.53, Machinery Highway Item 3-$1174.47 and Miscellaneous Highway Item 4-$1212.39.

RESOLUTIONS continued:

Councilman Grodski offered the following resolution which was seconded by Justice Costello.

RESOLVED, That General Town bills submitted in the amount of $7789.69, be approved for payment,

AND FURTHER RESOLVED, That General Repairs Highway Item 1 bills in the amount of $3965.53, Machinery Highway Item 3 bills in the amount of $1174.47, and Miscellaneous Highway Item 4 bills in the amount of $1212.39, be approved for payment.

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

Justice Zaloga offered the following resolution which was seconded by Councilman Grodski.

NOTICE
TOWN OF RIVERHEAD
SUFFOLK COUNTY, N. Y.

PLEASE TAKE NOTICE that the following Resolution was approved and adopted by the Town Board of the Town of Riverhead, Suffolk County, New York, on the 7th day of June, 1966.

RESOLVED that Supervisor Robert B. Vojvoda be and he hereby is authorized on behalf of the Town of Riverhead to execute the attached lease and Exhibits I and II with the County of Suffolk and pay the consideration for the same covering all that certain Suffolk County-owned lands commonly referred to as the Second Taking at Indian Island in the Town of Riverhead, County of Suffolk, State of New York. Said lands being more specifically described and outlined on a survey map known as "Town of Riverhead, Suffolk County, New York, Riverhead Airport; Indian Island Park Comprehensive Plan, Playgrounds, Marina and Flight Strip, Malcolm Spelman Associates, Rockville Centre, New York, dated November 26, 1965, revised December 21, 1965, revised January 21, 1966, and further revised May 16, 1966", which said map is on file in the Town Clerk's Office and is attached to said lease as Exhibit I; together with an easement of air rights over the adjacent Saw Mill Creek thereof and Suffolk County-owned lands and east thereof within the limits of the clear land as shown on said Exhibit I which begins 200 feet from the east end of the proposed runway and extends 1000 feet flaring from 200 feet to 400 feet as shown on said Exhibit, which said clear zone is known as the east clear zone with a 20:1 slope.

Said lease provides as follows:

THIS AGREEMENT, dated as of the day of , 1966, between the COUNTY OF SUFFOLK, a municipal corporation having its principal office in Riverhead, Suffolk County, New York as Landlord, hereinafter referred to as Lessor, and THE TOWN OF RIVERHEAD, a municipal corporation having its principal office in Riverhead, Suffolk County, New York as Tenant, hereinafter referred to as Lessee, WITNESSETH

ARTICLE ONE

Lessor does hereby let and demise to Lessee and Lessee does hereby hire from Lessor all that certain County-owned lands commonly referred to as The Second Taking at Indian Island in the Town of Riverhead, County of Suffolk, State of New York, said lands being more specifically described and outlined on a survey map known as Town of Riverhead, Suffolk County, New York, Riverhead Airport, Indian Island Park, Comprehensive Plan, Play Grounds, Marina and Flight Strip, Malcolm S. Spelman, Associates, Rockville Centre, New York, dated November 26, 1965, revised December 21, 1965, revised January 21, 1966 and further revised May 16, 1966, which said map is annexed hereto as Exhibit One, together with an easement of air rights over the adjacent Saw Mill Creek and County owned land east thereof within the limits of the clear zone as shown on said Exhibit One which begins 200 feet from the east end of the proposed runway and extends 1,000 feet, flaring from 200 feet to 400 feet in width, as shown on the said exhibit, which said clear zone is known as the east clear zone with a 20:1 slope.

Subject nevertheless to all regulations, restrictions, and statutes, and amendments thereto of any and all federal, state and municipal authorities having or asserting jurisdiction thereof; and further subject to the specific restrictions, covenants, regulations, conditions and agreements specified in the resolutions of the Board of Supervisors of the County of Suffolk known as Resolution No. 312-1965 dated May 24, 1965 and Resolution No. 701-1965 dated December 13, 1965 and such other and further conditions, covenants and agreements hereinafter specified or hereinafter referred to or incoporated by reference.

To Have and To Hold unto Lessee for a term to commence on the 18th day of July, 1966, and to terminate on the 17th day of July, 1976, a term of 10 years, unless sooner terminated as hereinafter provided. Lessee shall have the right to enter into possession of the demised premises upon the execution and delivery of this lease.

The lease is granted and accepted upon the following terms, covenants and conditions and subject to the following restrictions, to all and every one of which Lessor and Lessee consent; and Lessor, on the one hand, and Lessee on the other, hereby expressly covenant and agree to keep, perform and observe all of the terms, covenants and conditions hereinafter contained on their parts respectively to be done, kept, performed and observed.

ARTICLE TWO

Lessee shall pay to Lessor without notice or demand the sum of ($1.00) One Dollar rental upon the execution of this lease and does hereby further agree to and for additional consideration for this demise to true and faithfully perform all of the covenants, terms and conditions hereinafter specified to be performed by said Lessee and does further agree to improve the demised premises in accordance with the plan referred to in Article One hereof.

ARTICLE THREE

Throughout the term of this lease, the Lessee shall be solely responsible for, and the Lessee hereby assumes the primary and sole responsibility for, the condition, maintenance and management of the demised premises, including any building now or hereafter erected thereon, and the safety of all persons therein or thereon. Particularly, but without limitation of the covenant contained in the immediately foregoing sentence, the Lessee agrees to comply with all safety devices, measures and regulations which may from time to time be required by the Labor Law and the rules of the Industrial Board supplemental thereto, and such other applicable safety laws, rules and regulations lawfully adopted by any governmental agency having jurisdiction over said demised premises, as the same may now be or hereafter amended or supplemented and to comply with all such requirements of law and all such regulations of such public authority having jurisdiction over the demised premises. Throughout the term of this lease, the Lessee shall, at its own cost and expense of the Lessee, take good care of and keep in good order and repair inside and out, all buildings, structures which are now or shall hereafter be constructed on or be appurtenant to the demised premises, and all alterations, additions and improvements therein and thereto and

the roofs and foundations thereof and all fixtures and appurtenances therein and thereto and all equipment thereof including, but not limited to, all engines, dynamos, boilers, elevators, machinery, pipes, plumbing, wiring, gas, steam and fittings, sidewalks, vaults, water, sewer and gas connections, heating equipment, air conditioning equipment and machinery, and all other fixtures machinery and equipment, structures, buildings and improvements, like or unlike, now or hereafter belonging to or connected with the demised premises or used in their operation; or as constructed by said Lessee in accordance with the terms of this lease and it is further agreed that said Lessee shall so maintain said improvements as hereinbefore specified in this Article and further said Lessee shall make all repairs inside and outside, ordinary and extraordinary, structural or otherwise, foreseen or unforeseen, necessary to preserve the demised premises in good order and condition as improved by said Lessee, which repairs shall be in quality and class at least equal to the original work or improvement; promptly pay the expense of such repairs; suffer no waste or injury; keep the sidewalks and curbs in good repair and free from dirt, rubbish, snow and ice; give prompt notice to Lessor of any fire that may occur; permit at all times, during usual business hours, or at any time in any emergency the Lessor and representatives of the Lessor to enter the demised premises for the purpose of inspection; repair at or before the end of the term; all injury done by the installation or removal of furniture, trade, fixtures and property, which by the terms of this lease may be removed by the Lessee, and forever indemnify and save harmless the Lessor from and against all liability, judgements, claims, demands, suits, actions, losses, penalties, fines, damages, costs and expenses of any and every kind or nature whatsoever, due to or arising out of or from:

(1) Any breach, violation or nonperformance of any covenant, condition, provision or agreement in this lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed and performed, and/or

(2) Claims of every kind or nature, arising out of the use and occupation of the demised premises by the Lessee, including without limiation, any damage to the leasehold or arising out of the use and occupation of the demised premises by the Lessee or by any Sub-lessee, Sub-tenant, or assignee of the Lessee, and/or any injury to person or persons, including death resulting at any time therefrom, occurring in or about the demised premises and/or the sidewalks, roadways in front of or on said demised premises and/or the approaches thereto and/or injury, including death of any person or persons using said premises for any reason whatsoever.

Also, throughout the term of this lease, the Lessee shall, at the cost and expense of the Lessee; execute and comply with all laws, requirements, rules, orders, ordinances and regulations of the Town of Riverhead, County of Suffolk and State of New York and the Federal Government, including naval, military and air force authorities and of each and every department, bureau and duly authorized official thereof, and of the New York State Board of Fire Underwriters, and of any successor or future governmental authority, which laws, requirements, rules, orders, ordinances and regulations are now or which at any time during the term of this lease may be issued or may be operative and in force and effect and applicable to the demised premises and to the sidewalks, streets, or approaches in front of or adjoining the same and to do all that is necessary and proper with regard to carrying out such compliance at said Lessee's own cost and expense.

The Lessee shall not have the right to contest the validity of any such law, requirement, rule, order, ordinance or regulation or to refrain from compliance without the express consent in writing of Lessor, except such as may be enacted by the State of New York, the Federal Government, or any of their officers, departments, agencies or bureaus.

ARTICLE FOUR

The Lessee covenants with respect to the existing premises or any part thereof not to improve the same or to erect any structures, buildings, roadways, sidewalks, docks, pools or improvement of any nature whatsoever, except in accordance with the provisions of Resolution No. 312-1965 dated May 24, 1965 and Resolution No. 701-1965 dated December 13, 1965 of the Board of Supervisors of the County of Suffolk and more specifically in accordance with said resolutions said Lessee agrees and covenants that any proposed improvements, use, and plan of administration for said demised premises shall first be submitted to and approved by the Suffolk County Department of Planning and the County Comptroller before the execution of such plan or the construction of said improvement or improvements; and said Lessee further covenants not to do anything or knowingly or negligently permit or allow anything to be done upon the demised premises, or carry on or permit or allow to be carried on, any business or activity upon the demised premises which will cause injury to it; will not permit or allow the accumulation of waste or refuse matter on the demised premises to any extent prohibited by law or ordinance or which is unreasonable in degree; will not abandon or desert the demised premises; will not make any alterations in or to it except as agreed to and approved by the Suffolk County Department of Planning and without the approval of said Department and the approval of the County Comptroller and further said Lessee covenants not to use or occupy the demised premises or any part thereof, or permit or allow the same to be used or occupied, for any purpose other than for use as a Town Park, marina, boat yard, air field, helicopter field, sea plane base and ramp, or such other use as is duly approved by the County of Suffolk Planning Department and the County Comptroller.

Nothing in this lease contained or any action or inaction by the Lessor shall be deemed or construed to mean that the Lessor has granted to the Lessee any right, power or permission to do any act or make any agreement which may create, give rise to, or be the foundation for any right, title, interest, lien, charge or encumberance upon the estate of the Lessor in the demised premises. In amplification and not in limitation of the foregoing, the Lessee shall not permit any portion of the demised premises to be used by any person or persons or by the public, as such, at any time or times during the demised term of this lease, in such a manner as might reasonably tend to impair the Lessor's title to the demised premises or any portion thereof, or in such a manner as might reasonably make possible a claim or claims of adverse use, adverse possession, prescription, dedication or other similar claims of, in, to or with respect to the demised premises or any part thereof; nothing in this clause hereinbefore set down shall in any way diminish of effect the rights of the Lessee to be reimbursed by the County of Suffolk for the cost of capital improvements made in accordance with the terms of an agreement between the Town of Riverhead and the County of Suffolk as approved by the County Comptroller as specified in the resolutions of the Board of Supervisors of the County of Suffolk as hereinbefore referred to, which agreement is incorporated in this lease by reference and is to be annexed hereto as **Exhibit Two.**

ARTICLE FIVE

The Lessee shall, within a reasonable time, but in any event no later than the 18th day of October, 1966, take all and necessary steps at Lessee's own cost and expense, commence and diligently proceed to improve the demised premises as a public park and recreation facility, for use by all of the residents of the County of Suffolk, by the establishment of the demised premises as a Town Park, marina, boat yard, air field, helicopter field, sea plane base and ramp, etc., in accordance with plans and specifications approved by the Suffolk County Department of Planning. The buildings and improvements contemplated shall be wholly within the leased premises.

If in spite of the due diligence of the Lessee, Lessee shall have been unable prior to the 18th day of July, 1967 to obtain the necessary approval of its proposed plans and specifications for improvement, or if the Lessee has been unable to obtain the necessary approval for the financing of the contemplated improvements or has failed to appropriate the necessary funds, or has failed to commence the construction of the improvements contemplated by the parties to this agreement, then at the option of the Lessor this lease may be terminated by said Lessor upon the adoption of a resolution of the Board of Supervisors of the County of Suffolk and duly adopted at a meeting of said Board called for that purpose.

The Lessee as aforesaid shall proceed to develop the demised premises as a public park open to all of the citizens of the County of Suffolk, and shall prosecute the same to completion with reasonable diligence and continuity in accordance with plans and specifications approved by the Suffolk County Planning Department and in accordance with the agreement with the account specifications and covenants made with the Suffolk County Comptroller hereinbefore referred to in Article Four of this lease and annexed hereto as Exhibit No. 2.

During the course of the construction of the improvements, the Lessor and the officers of said Lessor and any architect, engineer or other representative

whom they may select to act for them, may inspect any excavation, building or improvement in the course of its construction and upon its completion, and all work and materials as rendered and installed. The Lessee shall keep copies of all plans, shop drawings and specifications relating to the constructions and improvements on the demised premises and permit the Lessor or the Lessor's architect, engineer or other representative to examine them at all reasonable times, or in the alternative, shall furnish the Lessor or its representatives with such drawings and specifications.

The Lessee covenants that any new buildings, structures, or improvements erected by it on said demised premises shall not be removed or demolished without the consent in writing of Lessor. All buildings and improvements shall revert to Lessor at the expiration (or other termination) of the term hereof, unless a renewal or renewals shall have been effected as herein more specifically provided, and then the buildings and improvements shall revert to Lessor at the expiration (or other termination) of the term of the last renewal so effected, and shall become the absolute property of the Lessor upon the payment to the Lessee in accordance with the terms of an agreement with the Suffolk County Comptroller hereinbefore referred to and the terms of the Resolution of the Suffolk County Board of Supervisors hereinbefore referred to.

ARTICLE SIX

Lessee shall not, without the written consent of the Lessor first had and obtained in each case assign or in any manner transfer this lease, or any interest therein, or the term or estate of the Lessee hereunder, in whole or in part, or rent, sublet, sublease or underlet the demised premises as an entirety or in part without the prior written consent of the Lessor.

Any such consent of the Lessor to any act or transfer shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty and obligation of the Lessee to obtain from the Lessor consent to any other or subsequent assignement or transfer.

ARTICLE SEVEN

The Lessee shall, throughout the term of this lease, keep the building at any time upon the demised premises (exclusive of foundations) and the fixed equipment therein or thereof insured against loss or damage by fire and against loss or damage by reason of such other hazards, casualties, risks and contingencies as are customarily included in extended coverage endorsements, or as the Lessor may, from time to time, in the exercise of reasonable judgement, specify within the category of insurance commonly known as "extended coverage", as the same may change from time to time, in an amount at least equal to eighty per cent of the full insurable value thereof, as appraised from time to time for that purpose (but not more than once in any year) by a competent appraiser to be appointed by the Lessor, with the usual eighty per cent clause attached to the policies, and the Lessee shall pay all premiums thereon.

The Lessee shall also, throughout the term of this lease, at its sole cost and expense provide and maintain for the mutual benefit of Lessor and Lessee:

1. Plate glass insurance in reasonable amounts.

2. Boiler insurance, including property damage in the amount of at least $ during such period or periods of time as any boiler upon the premises is in general use and operation.

3. The Lessee agrees to maintain public liability insurance covering the parties to this agreement in a minimum amount of $.

The Lessee agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any of the said insurance policies and the Lessee covenants and agrees to satisfy the requirements of the company or companies writing and issuing such policies.

The Lessee shall indemnify and save harmless the Lessor from and against any and all liability, damage, expense, cause of action, suits, claims, penalties or judgements arising from injury to person or property or from loss of life or property sustained by anyone whomsoever in and about said demised premises, or any part thereof, or in or upon adjacent property or adjoining sidewalks and streets of any and every nature and from any matter or thing growing out of the alteration or repair of any buildings now or at any time hereafter on said demised premises, or any part thereof, or arising from any act or acts or omission or omissions of the Lessee or its use or occupation of the said demised premises. The Lessee shall, at its own cost and expense, defend any and all suits or actions which may be brought against the Lessor or in which the Lessor may be impleaded with other upon any such above mentioned matter, claim or claims and in the event of the failure of the Lessee so to do, the Lessor (at its option but without being obliged so to do) may at the cost and expense of the Lessee and upon prior written notice to the Lessee defend any and all such suits or actions and the Lessee shall satisfy, pay and discharge any and all judgments that may be recovered against the Lessor in any such suits or actions which may be brought against the Lessor or in which the Lessor may be impleaded with others and in the event of the failure of the Lessee to pay the amount or amounts for which the Lessor shall become liable as aforesaid, the Lessor may pay the same and the amount or amounts so paid, with interest thereon, shall become due and payable by the Lessee as additional rent with the next installment of rent which shall become due under this lease.

ARTICLE EIGHT

The Lessee represents to the Lessor that it has examined the quonset buildings on the demised premises and is satisfied with the physical condition thereof and that the Lessor has not made any representation regarding the condition thereof.

ARTICLE NINE

In the event of a default or threatened default by the Lessee in the performance of any of the covenants hereof, the Lessor shall have the right to invoke any remedy allowed at law in equity under any present or future law, as if specific remedies, indemnity or reimbursement were not herein provided for.

All the rights and remedies of Lessor under any present or future law or herein mentioned or referred to, or arising hereunder, shall be deemed to be distinct, separate and cumulative, and no one or more of them, whether exercised or not, nor any mention of, or reference to any one or more of them herein, shall be deemed to be in exclusion of, or waiver of, any other rights or remedies which Lessor may have, by present or future law or pursuant to this lease, and Lessor shall have the right to enforce any rights or remedies separately, and to take any lawful action or proceedings or enforce any rights or remedies at law or in equity, or otherwise, without thereby waiving, or being thereby barred or estopped from enforcing, any other rights or remedies.

ARTICLE TEN

The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of any rent or additional rent or other monies with knowledge of the default in the performance of any covenant hereof, shall not be deemed a waiver of such default. No waiver by the Lessor of any provisions of this lease shall be deemed to have been made unless in writing subscribed by the Lessor.

ARTICLE ELEVEN

If the buildings existing or to be erected at any time on the demised premises or the fixed equipment thereof shall be destroyed or damaged other than by partial condemnation, the Lessee shall promptly restore the same at least to its condition immediately prior to its damage or destruction and as nearly similar to it in character as is practicable and reasonable, and the Lessee shall pay the cost of such restoration and complete the same, free and clear of liens and all other claims against the demised premises on the Lessor arising out of such restoration; except that existing quonset or frame buildings need not be restored unless they house equipment essential to the improvements.

ARTICLE TWELVE

The Lessor hereby grants to the Lessee the option to renew this lease for a term of ten years, to commence on the 18th day of July, 1976, and to end, unless sooner terminated as in the lease for said renewal term provided on the 17th day of July, 1986, subject to the following conditions and provisions:

(1) That the Lessee shall give written notice to the Lessor of the exercise of said option at least six (6) months prior to the termination of this lease.

(2) That this lease is in force and effect at the date of the exercise of the option.

(3) Upon the exercise of this option, this lease shall be renewed for an additional period of ten (10) years as provided herein, under the same terms and conditions as the original lease except that there shall be no additional option to renew for a period of ten (10) years unless provided for by Resolution of the Board of Supervisors of the County of Suffolk and a meeting duly called for that purpose.

ARTICLE THIRTEEN

The Lessee herein shall have the right to make all reasonable rules and regulations concerning occupancy and use of said demised premises.

It is specifically understood and

agreed by and between the parties hereto that the land which is the subject of this lease has been acquired for County purposes and it is the intention of the parties to this lease to comply with Section 72-b of the General Municipal Law of the State of New York and in the event, for any reason the said lease shall be deemed void by any governmental agency having control thereof or by a Court of Competent Jurisdiction over such matters, then and in that event the liability of the Lessor shall be limited to a reimbursement of capital outlays in accordance with the formula as set forth in the agreement hereinbefore referred to as Exhibit "2" annexed hereto and made a part hereof.

IN WITNESS WHEREOF, THE Lessor and Lessee have executed this lease as of the date above written.

COUNTY OF SUFFOLK
By
County Executive of
Suffolk County

TOWN OF RIVERHEAD
By
Supervisor, Town of
Riverhead

IN PRESENCE OF:

APPROVED:

Comptroller, County of Suffolk

Suffolk County Department
of Planning

EXHIBIT 2

It is understood and agreed by and between the TOWN OF RIVERHEAD and the COUNTY OF SUFFOLK that

WHEREAS, the County of Suffolk has acquired various properties in the several Towns in the County with the intention that at some time in the future such lands will be suitably improved and be devoted to recreational and other appropriate county uses; and

WHEREAS, until such time as the County of Suffolk is ready to make such improvements in accordance with the long-range plans, it appears that such lands, in certain instances, might be modestly improved by the Towns in which such lands are located for the benefit and use of all of the people of Suffolk County; and

WHEREAS, the Board of Supervisors of the County of Suffolk passed Resolution No. 312-1965 dated May 24, 1965, establishing administrative procedures to accomplish that end; now, therefore, in conjunction with said resolution and the resolution of the Board of Supervisors authorizing the lease to which this exhibit is annexed and in consideration of the covenants and agreements therein specified, it is further agreed:

FIRST: That the Town of Riverhead shall maintain books in accordance with the New York State Uniform System of Accounts and as required by the Suffolk County Comptroller, which books shall be in such form and be kept in such manner so as to reflect the gross income and operational costs of the improvements specified in the annexed lease.

SECOND: The Town of Riverhead shall submit complete reports of revenue and expenditures to the County Comptroller on a quarterly basis, the first report of which shall be duly filed in the Comptroller's Office on the day of , 19 , and quarterly thereafter.

THIRD: The books and records of the Town as they reflect the operation of the property covered by the lease annexed hereto shall be open to the Comptroller or his agents for audit and examination during any business day.

FOURTH: The Town of Riverhead shall establish a system of reasonable precautions and safeguards to protect the income and improvements located on the leased premises. Such system must finally be approved by the County Comptroller's Office or its agents and the Town agrees to comply with the regulations of such office with regard thereto.

FIFTH: At the time of the approval by the Suffolk County Planning Commission and the Suffolk County Comptroller for any improvement, a fair and reasonable price shall be established and agreed upon by all parties of any improvement for which the Town has made a request to construct on the leased premises, which said price shall be the equity of the Town in any improvement established on the leased premises for which said Town will be entitled to reimbursement at the conclusion of said lease less any profit as shown by the books and records and reports kept in conjunction therewith.

SIXTH: If the parties to this Agreement cannot reach an agreement as to the equity of the Town of Riverhead, the matter shall be submitted to arbitration. The Arbitration Board shall be composed of three people, one appointed by the Town of Riverhead, one by the County of Suffolk and the third by the Comptroller of the State of New York.

Said lease and exhibits are on file in the Town Clerk's Office at 220 Roanoke Avenue, Riverhead, N. Y., and available for inspection during regular business hours.

FURTHER RESOLVED, That the Town Clerk within 10 days thereafter shall post and publish a notice which shall set forth the date of the adoption of this resolution and contain an abstract of such act or resolution concisely stating as herein the purpose thereof, and that said Resolution is subject to permissive referendum.

By Order of the Town Board of the Town of Riverhead, N. Y.
Dated: June 7th, 1966
HELENE M. BLOCK,
TOWN CLERK

The vote, Councilman Young, Yes, Councilman Grodski, Yes, Justice Zaloga, Yes, Justice Costello, Yes, and Supervisor Vojvoda, Yes. The resolution was thereupon declared duly adopted.

There being no further business on motion and vote, the meeting adjourned at 12:40 P.M., to meet on Tuesday, June 21, 1966 at 10:30 A. M.

Helene M. Block

Helene M. Block, Town Clerk

HMB.