

Barbara Grattan

**TOWN BOARD MEETING
AGENDA
PHILIP CARDINALE, Supervisor**

January 20th, 2004

**Edward Densieski, Councilman
George Bartunek, Councilman**

**Barbara Blass, Councilwoman
Rose Sanders, Councilwoman**

**Barbara Grattan, Town Clerk
Dawn Thomas, Town Attorney**

ELECTED OFFICIALS

**Laverne Tennenberg
Madelyn Sendlewski
Paul Leszczynski
Mark Kwasna
Maryann Wowak Heilbrunn
Richard Ehlers
Allen M. Smith**

**Chairwoman Board of Assessors
Board of Assessors
Board of Assessors
Highway Superintendent
Receiver of Taxes
Town Justice
Town Justice**

DEPARTMENT HEADS

**John J. Hansen
Leroy E. Barnes, Jr.
Andrea Lohneiss
Ken Testa
Richard Hanley
Chief David Hegermiller
Judy Doll
John Reeve
Michael Reichel
Gary Pendzick**

**Accounting Department
Building Department
Community Development
Engineering Department
Planning Department
Police Department
Senior Services
Sanitation Department
Sewer District
Water Department**

PUBLIC COMMENT ON ANY RESOLUTIONS LISTED

BELOW:

COMMUNITY DEVELOPMENT MATTERS:

- #2** Authorizes Town Clerk to Post and Publish Request for Proposals for Town of Riverhead Empire Zone Community Development Project

REGULAR TOWN BOARD MEETING:

- #41** Authorizes the Filing of an Application for New York State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Contract, Under the Appropriate Laws of New York State
- #42** Establishes Fee Schedule for Special Event Permit Applications Under Chapter 90
- #43** Authorizes Town Clerk to Post and Publish Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment to Chapter 95 Entitled, "Taxation" of the Riverhead Town Code (Senior Citizen & Persons with Disabilities and Limited Incomes Exemptions)
- #44** Authorizes Town Clerk to Publish and Post Public Notice of Public Hearing to Consider a Proposed Local Law for an Amendment to Chapter 95 "Taxation" of the Riverhead Town Code (Person With Disabilities and Limited Income Exemptions)
- #45** Adopts Amended Fee Schedule for Electrical Inspections Under Chapter 52
- #46** Order Establishing Extension 79 to the Riverhead Water District- Harvard Nichols Subdivision
- #47** Resolution Authorizing Supervisor to Execute Change Order No. 1- RWD- Construction Plant 11, Contract G- General and Mechanical Construction

- #48 Appoints Interpreter for Police Department and Justice Court
- #49 Accepts Security Certificate of Deposit of Antonino Militello and Releases the Certificate of Deposit for Antonino Militello
- #50 Authorizes Fire Marshall to Attend Meeting
- #51 Authorizes Fire Marshall to Attend Classes
- #52 Authorizes Fire Marshall to Attend Meetings
- #53 Authorizes Fire Inspector to Attend Seminar
- #54 Authorizes Fire Inspector to Attend Seminar
- #55 Classifies Action on Special Permit of Robert J. Andrews, and Refers Petition to the Planning Board
- #56 Authorizes the Execution of Stipulation and Release with East Creek Marine, Inc. and Richard Smith and Maureen Smith
- #57 Establishes "East Creek Marina" as a Town Managed Boat Docking Facility
- #58 Authorizes Town Clerk to Post and Publish Notice of Public Hearing to Consider a Proposed Local Law for an Amendment to Chapter 113A Entitled "Marina Regulations" of the Riverhead Town Code
- #59 Authorization to Publish Bid for 2004- ¾ ton Pickup Trucks
- #60 Authorization to Publish Bid for Heating Oil
- #61 Ratifies the Publication of Times and Dates of Regular Meetings of the Town Board
- #62 Appoints Chairman of the Zoning Board of Appeals (M. Keller)

- #63 Appoints Vice-Chairman of the Zoning Board of Appeals (F. McLaughlin)
- #64 Re-Appoints Member to the Zoning Board of Appeals (J. Fox)
- #65 Appoints Chairman of the Planning Board (R. O'Dea)
- #66 Appoints Vice-Chairman of the Planning Board (J. Baierd)
- #67 Rescinds Resolution #31 (Appointment of Recreation Specialist)
- #68 Awards Bid for Prefabricated Concrete Restroom Building
- #69 Authorizes the Establishment of a Petty Cash Account for the Riverhead Town Supervisor's Office
- #70 Establishes Terms & Conditions for Projects & Services Manager to the Town Supervisor
- #71 Establishes Terms & Conditions for Executive Assistant to the Supervisor
- #72 Establishes Terms & Conditions for Town Attorney
- #73 Establishes Terms & Conditions for Deputy Town Attorney
- #74 Establishes Terms & Conditions for Deputy Town Attorney
- #75 Establishes Terms & Conditions for Deputy Town Attorney
- #76 Pays Bills
- #77 Accepts Offer of Sale of Development Rights (William Anderson and Benson Point Realty Corp.)

Adopted

1/20/04

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY

Resolution # 2

AUTHORIZES TOWN CLERK TO POST AND PUBLISH REQUEST FOR PROPOSALS FOR TOWN OF RIVERHEAD EMPIRE ZONE COMMUNITY DEVELOPMENT PROJECT

COUNCILWOMAN SANDERS offered the following resolution, was seconded

by COUNCILMAN DENSIESKI:

WHEREAS, the Town of Riverhead/Suffolk County Empire Zone seeks to encourage Community Development Projects that will directly support economic development activities or improve the living and working conditions within the Town of Riverhead zone boundaries; and

WHEREAS, the TOR/SC Empire Zone seeks to encourage proposals that can take advantage of the Zone Capital Credits established for the use of the TOR/SC Empire Zone to attract qualifying projects.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached Request for Proposals in one issue of the Long Island Business News for an Empire Zone Community Development Project; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Tracy Stark, Empire Zone Coordinator, Andrea Lohneiss, Director of the Community Development Agency, and Lori Taggart, Chairperson for the Zone Administrative Board

THE VOTE

Sanders Yes No Blass Yes No
Densieski Yes No Bartunek Yes No
Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

REQUEST FOR PROPOSALS
TOWN OF RIVERHEAD
EMPIRE ZONE

The Town of Riverhead Empire Zone Administrative Board invites Not-for-profit organizations to propose a *Community Development Project* that will directly support economic development activities and/or improve the living and working conditions in the Town of Riverhead/Suffolk County Empire Zone. The proposed project must be undertaken within the boundaries of the zone in the township of Riverhead, however the administering organization itself does not need to be located in the zone.

Qualifying projects will be able to offer tax credits to attract donations for their projects. Tax credits up to \$100,000 per donor, either personal income taxes or corporate taxes, will reduce the State tax liability by an amount equal to 25% of the cash donation (\$400,000 maximum donation) to the approved projects. Not-for-Profit organization proposals must be submitted to and approved by the Town of Riverhead/Suffolk County Empire Zone Administrative Board.

With this tax incentive made available through the New York State Empire Zones Program, the Town of Riverhead Empire Zone Administrative Board seeks to support community development projects that perpetuate economic growth and improve the quality of life in the zone. For qualification criteria of projects, description of the approval process and a copy of the Application for Determination of Eligibility, please contact TOR/SC Empire Zone Office at 200 Howell Avenue, Riverhead, NY 11901.

The first round **deadline for proposals** is **March 15, 2004**. Any proposals received after the deadline will not be considered for this round, but may be considered at a later date. For further information, contact Ms. Tracy Stark, Empire Zone Coordinator at (631) 208-0570, email edz@riverheadli.com.

Adopted

1/20/04

Town of Riverhead

Resolution # 41

Authorizes the Filing of an Application for New York State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Contract, Under the Appropriate Laws of New York State

COUNCILMAN DENSIESKI

offered the following resolution,

COUNCILWOMAN BLASS

which was seconded by _____:

WHEREAS, the State of New York provides financial aid for hazardous waste programs; and

WHEREAS, the Town of Riverhead herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE Aid;

THEREFORE, BE IT RESOLVED, by the Riverhead Town Board:

1. That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized;
2. That the Supervisor, or his designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract if said application is approved by the STATE;
3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the STATE for the STATE share of such costs in an amount not to exceed \$66,540 (representing 50% of the total project costs) for the three year period beginning January 1, 2004 and ending December 31, 2006;
4. That the MUNICIPALITY has set forth their respective responsibilities by attached resolution;
5. That five (5) Certified Copies of this Resolution be prepared and sent to the NYSDEC together with a complete application; and
6. That this resolution shall take effect immediately.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Director Andrea Lehniss and Sanitation Superintendent John Reeve.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

**THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED**

1/20/04

Adopted

TOWN OF RIVERHEAD

Resolution # 42

ESTABLISHES FEE SCHEDULE FOR SPECIAL EVENT PERMIT APPLICATIONS UNDER CHAPTER 90

COUNCILWOMAN BLASS _____ offered the following resolution, was seconded by
COUNCILMAN BARTUNEK _____

WHEREAS, the Town Board of the Town of Riverhead has adopted a Local Law entitled "Special Events" and;

WHEREAS, The Town Board of the Town of Riverhead is authorized to establish Application Fees for Special Events pursuant to Section 90-6 (A) of the Riverhead Town Code; and

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby adopts the Application Fee schedule for Special Event Applications as provided in the attached schedule of fees entitled, "Fees for Special Event Applications"; and

BE IT FURTHER, RESOLVED; that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to the Chief of Police; Fire Marshal; Building Department, Accounting Department, and the office of the Town Attorney.

THE VOTE

Bartunek Yes No Sanders Yes No

Blass Yes No Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

SPECIAL EVENT APPLICATION FEE SCHEDULE

Special Event Short Form Application

For an event where 100 to 1,000 spectators are expected at any one time during the duration of the event and the event duration is twelve (12) hours or less per calendar day.

Application Filing Fee: \$200.

Special Event Long Form Application

For an event where more than 1,000 spectators but less than 5,000 spectators are expected at any one time during the duration of the event.

Application Filing Fee: \$500.

Special Event Long Form Application

For an event where more than 5,000 spectators are expected at any one time during the duration of the event.

Application Filing Fee: \$2,500.

Waiver of Fees

There shall be no application fees payable for the following entities subject to proof of legal status:

Not for profit organizations, firematic organizations, religious corporations, civic and/or homeowners associations,

1/20/04

TOWN OF RIVERHEAD

Resolution # 43

**AUTHORIZES TOWN CLERK TO POST AND PUBLISH PUBLIC NOTICE OF
PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN
AMENDMENT TO CHAPTER 95 ENTITLED, "TAXATION" OF THE RIVERHEAD
TOWN CODE
(SENIOR CITIZEN & PERSONS WITH DISABILITIES AND LIMITED INCOMES
EXEMPTIONS)**

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS :

RESOLVED, that the Town Clerk is hereby authorized to post and publish the attached public notice to consider a proposed local law to consider the amendment to Chapter 95 entitled, "Taxation" of the Riverhead Town Code, once in the January 29, 2004 issue of the News Review, the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Assessor's Office and the Town Attorney's Office.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 3rd day of February, 2004 at 7:15 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 95 of the Riverhead Town Code entitled, "Taxation" as follows:

Senior Citizens Exemption

§95-3. Conditions for exemption.

- B. The income of the owner or the combined income of the owners of the property must not exceed the sum of ~~\$21,500~~ \$24,000 for the income tax year immediately preceeding the date of making application for exemption.

Where title is vested in either the husband or the wife, their combined income may not exceed such sum. Such income shall include social security and retirement benefits, interest dividends, rental income, salary or earnings and income from self-employment, but shall not include gifts or inheritances.

Footnote

Income

**Percentage of
Exemptions**

~~\$21,500~~ \$24,000 or less

50%

~~\$21,501~~ \$24,001 to
~~\$22,500~~ \$25,000

45%

~~\$22,501~~ to \$25,101
~~\$23,500~~ \$26,100

40%

~~\$23,501~~ to \$26,101
~~\$24,500~~ \$27,000

35%

~~\$24,501~~ to \$27,001
~~\$25,400~~ \$27,900

30%

~~\$25,401~~ to \$27,901
~~\$26,300~~ \$28,800

25%

~~\$26,301~~ to \$28,801
~~\$27,200~~ \$29,700

20%

~~\$27,201~~ to \$29,701
~~\$28,100~~ \$30,600

15%

\$28,101 to \$30,601	10%
\$29,000 \$31,500	

\$29,001 to \$31,501	5%
\$29,900 \$32,400	

Exemptions for Persons with Disabilities and Limited Incomes

§ 95-22. Exemption granted.

Real property owned by one or more persons with disabilities, or real property owned by a husband, wife, or both, or by siblings, at least one of whom has a disability, and whose income, as hereafter defined, is limited by reason of such disability, shall be exempt from taxation by the town to the maximum extent of 50% of the assessed valuation thereof in accordance with the sliding scale set forth below:

Annual Income	Percentage of Assessed Valuation Exempt From Taxation
\$21,500 \$24,000 or less	50%
\$21,501 \$24001 to \$22,500 \$25,000	45%
\$22,501 to \$25,101 \$23,500 \$26,100	40%
\$23,501 to \$26,101 \$24,500 \$27,000	35%
\$24,501 to \$27,001 \$25,400 \$27,900	30%
\$25,401 to \$27,901 \$26,300 \$28,800	25%
\$26,301 to \$28,801 \$27,200 \$29,700	20%
\$27,201 to \$29,701 \$28,100 \$30,600	15%

~~\$28,101~~ to \$30,601
~~\$29,000~~ \$31,500

10%

~~\$29,001~~ to \$31,501
~~\$29,900~~ \$32,400

5%

Dated: Riverhead, New York
January 29, 2004

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

BARBARA GRATTAN, Town Clerk

- Underline represents addition(s)
- Underscore represents deletion(s)

Adopted

1/20/04

TOWN OF RIVERHEAD

Resolution # 44

AUTHORIZES TOWN CLERK TO POST AND PUBLISH PUBLIC NOTICE OF PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN AMENDMENT TO CHAPTER 95 ENTITLED, "TAXATION" OF THE RIVERHEAD TOWN CODE (PERSONS WITH DISABILITIES AND LIMITED INCOMES EXEMPTIONS)

COUNCILWOMAN SANDERS _____ offered the following resolution,

which was seconded by COUNCILWOMAN BLASS _____:

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached public notice to consider a proposed local law to consider the amendment to Chapter 95 entitled, "Taxation" of the Riverhead Town Code, once in the January 29, 2004 issue of News Review, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Assessor's Office and the Town Attorney's Office.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE, that a public hearing will be held on the 3rd day of February, 2004 at 7:20 p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 95 of the Riverhead Town Code entitled, "Taxation" as follows:

**Chapter 95
TAXATION**

**PERSONS WITH DISABILITIES AND
LIMITED INCOMES EXEMPTIONS**

§ 95-25. Conditions for exemption.

A. If the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds the sum of ~~\$29,900.00~~ \$32,400.00. "Income tax year" shall mean the twelve-month period for which the owner or owners filed a federal personal income tax return, or if no such return is filed, the calendar year. Where title is vested in either the husband or the wife, their combined income may not exceed such sum, except where the husband or wife or ex-husband or ex-wife is absent from the property due to divorce, legal separation or abandonment, then only the income of the spouse or ex-spouse residing on the property shall be considered and may not exceed ~~\$29,900.00~~ \$32,400.00.

Dated: Riverhead, New York
January 20, 2004

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

BARBARA GRATTAN, Town Clerk

- Underline represents addition(s)
- Underscore represents deletion(s)

Adopted

1/20/04

TOWN OF RIVERHEAD

Resolution # 45

ADOPTS AMENDED FEE SCHEDULE FOR ELECTRICAL INSPECTIONS UNDER CHAPTER 52

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILMAN BARTUNEK

WHEREAS, The Town Board of the Town of Riverhead is authorized to establish fees for electrical inspections, pursuant to Section 52-6 (j) (2) of the Riverhead Town Code; and

WHEREAS, the Town Board of the Town of Riverhead has reviewed the current fees and deems said fees are to be amended, and;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby adopts the amended fee schedule for electrical inspections as provided in the attached schedule of fees entitled, "work order codes for electrical applications"; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to the Building Department, the Electrical Inspector, the Accounting Department, and the office of the Town Attorney.

THE VOTE

Bartunek Yes No Sanders Yes No

Blass Yes No Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
WORK ORDER CODE FOR ELECTRICAL
APPLICATIONS**

**COMMERCIAL FEES - 72
DO NOT INCLUDE SERVICE**

RESIDENTIAL & AGRICULTURAL FEES:

<u>Code:</u>	<u>Fee:</u>
CMEA 5 or less devices (basic)	\$ 67.00
CMEB comm. bldg., renov./add. not to exceed up to 500 sq. ft.	\$138.00
CMEC comm. bldg., renov./add. 501 to 1000-sq. ft.	\$ 203.00
CMED comm. bldg., renov./add. 1001 to 1600 sq. ft.	\$ 284.00
CMEE comm. bldg., renov./add. 1601 to 2500 sq. ft.	\$ 405.00
CMEF comm. bldg., renov./add. 2501 to 3500 sq. ft.	\$ 567.00
CMEG comm. bldg., renov./add. 3501 to 10,000 sq. ft.	\$ 648.00
CMEH comm. bldg., renov./add. 10,110 to 20,000 sq. ft.	\$ 972.00
CMEI comm. bldg., renov./add. 20,001 to 30,000 sq. ft.	\$ 1,215.00
CMEJ comm. bldg., renov./add. 30,001 to 50,000 sq. ft.	\$ 1,701.00
CMEK comm. bldg., renov/add 50,001 to 100,000 sq. ft.	\$ 2,511.00
CMEL comm. bldg., renov./add. 100,001 sq. ft. & above	\$ 3,159.00
CMSP comm. swimming pools & related equipment	\$ 243.00
CMEM gas station, marina & related equipment	\$ 486.00
CMME comm. mechanical equipment	\$ 121.00
CONDO per unit	\$ 243.00
Duplicate Certificates	\$ 40.00
CMAF Carbon Monoxide Alarm(s)	\$ 40.00

** If not listed above, please contact the office of Electrical Inspector,
631-727-3200 x 268 effective 5/1/00, revised 7/16/02, 1/20/04

<u>Code:</u>	<u>Fee:</u>
ELAB 10 Devices or less	\$ 49.00
ELEA AG swimming pool, signs, fire reconnects	\$ 81.00
ELEB residential garage, add./ renov. not to exceed 500 sq. ft.	\$ 97.00
ELEC residential home, add./renov. 501 to 1000 sq.ft. per occupancy	\$ 129.00
ELED residential home, add./renov. 1001 to 1600 sq.ft. per occupancy	\$ 162.00
ELEE residential home, add./renov. 1601 to 2500 sq.ft.	\$ 243.00
ELEF residential home, add./renov. 2501 to 3500 sq.ft	\$ 324.00
ELEG residential home, add./renov. 3501 sq. ft. or larger	\$ 526.00
ELSP IG swimming pool, hot tub Heated pools an additional	\$ 130.00 \$ 67.00
ELSD electrical survey, defects removed	\$ 138.00
ELME residential mechanical equipment	\$ 49.00
{ ELTGH Temporary Greenhouses	\$ 81.00
{ ELPGH Permanent Greenhouses	\$ 115.00
SVCU service 400 amps or under	\$ 81.00
SVCO service over 400 amps	\$ 146.00
CONDO per unit	\$ 243.00

RESIDENTIAL FEES INCLUDE SERVICE

INSPECTION SCHEDULE:

1. underground work requires a trench inspection
2. rough inspection prior to insulation
3. final inspection at completion

1/20/04

Adopted

TOWN OF RIVERHEAD

ORDER ESTABLISHING EXTENSION 79
TO THE RIVERHEAD WATER DISTRICT
HARVARD NICHOLS SUBDIVISION

RESOLUTION # 46
Adopted _____

Councilperson COUNCILMAN BARTUNEK offered the following
resolution which was seconded by Councilperson COUNCILMAN DENSIESKI,

WHEREAS, a petition has been filed by the developers for the subdivision known as Harvard Nichols Subdivision in Riverhead, New York, covering property located along the east and west side of Osborn Avenue just north of its intersection with Malcolm Way, to provide water facilities to their parcels of land located just outside the boundaries of the existing Water District, and

WHEREAS, a map and plan detailing the proposed construction of water mains and appurtenances has been prepared by H2M, consulting engineers to the Riverhead Water District for an extension to the Riverhead Water District to be known as Extension No. 79, and

WHEREAS, the cost for the installation of said mains and appurtenances shall be borne solely by the developer with no portion thereof to be borne by the district as a whole, and

WHEREAS, the cost of the proposed extension is \$55,500, to be borne by the applicant and no public monies shall be expended for this extension, and

WHEREAS, the petitioner will be required to pay key money in the amount of \$7,500, and

WHEREAS, the Town Board called a public hearing for December 16, 2003, which hearing was held and all persons wishing to be heard were heard,

NOW, THEREFORE, BE IT

RESOLVED that the Town Board, upon the proceeding and record of the hearing had herein, determines that the extension to the Riverhead Water District to be known as Extension No. 79 as shown on Exhibit A attached is in the best interest of the district and will benefit the property to be served, which extension shall serve property located along the east and west side of Osborn Avenue just north of its intersection with Malcolm Way,

BE IT FURTHER RESOLVED that the Town Board determines that the

installation of the water mains and appurtenances is a Type II action pursuant to the State Environmental Quality Review Act which will not have a significant impact upon the environment, and

BE IT FURTHER RESOLVED, that this extension is conditioned and shall not become effective until the conditions contained herein are complied with, and

BE IT FURTHER RESOLVED, that the cost of installation of said mains and appurtenances is \$55,500, all being constructed subject to the following conditions:

1. The owners grant a permanent, unobstructed subsurface easement for the installation and maintenance of water mains and appurtenances within the proposed extension;

2. The developer has deposited cash, bank or certified check with the Town of Riverhead prior to the award of the bid covering the cost of construction in the amount of \$55,500 and key money in the amount of \$7,500;

3. That the petitioner execute an acknowledgment evidencing their acceptance of the terms and conditions of this resolution and agree to be bound by it before it shall become effective; such acknowledgment to be filed with the Town Clerk, and it is further

RESOLVED, that when the conditions called for herein have been completed, the Town Clerk shall cause a copy of this Order to be recorded in the Office of the Clerk of Suffolk County and filed with the New York State Comptroller, and it is further

RESOLVED, that the Town Clerk forward a certified copy of the resolution to Frank Isler, Esq., H2M, Superintendent Gary Pendzick, and the applicant.

THIS RESOLUTION PREPARED BY FRANK A. ISLER FOR THE RIVERHEAD WATER DISTRICT

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

EXHIBIT "A"

RIVERHEAD WATER DISTRICT
ENGINEERING REPORT
FOR
PROPOSED EXTENSION NO. 79
HARVARD NICHOLS SUBDIVISION
DESCRIPTION OF EXTENSION

OCTOBER 2003

All those certain lots, parcels of land, said properties being known as Section 81, Block 2, Lots 3.1, 3.2, 3.3, 3.4, 3.5, 4.1, 4.2, 7, 8, 23, 24, 25.3, 25.4 and 31, situated and lying and being at Riverhead, Town of Riverhead, County of Suffolk and State of New York, along with the right-of-way known as Osborn Avenue, bounded and described as follows:

BEGINNING at a point formed by the westerly right-of-way of Osborn Avenue and the northerly right-of-way of Malcom Way and having a radius of 40.00 feet and length of approximately 64 feet. Traveling northerly along the westerly right-of-way of Osborn Avenue a distance of approximately 303 feet to a POINT OF BEGINNING.

From said POINT OF BEGINNING, running northerly along the westerly right-of-way of Osborn Avenue a distance of approximately 300 feet to a point formed by the westerly right-of-way of Osborn Avenue and the southerly property line of Section 81, Block 2, Lot 25.3.

THENCE running westerly along the southerly property line of Section 81, Block 2, Lot 25.3 and the right-of-way line of Constable Drive a distance of approximately 348 feet to a point.

THENCE running northerly along the westerly property lines of Section 81, Block 2, Lots 25.3, 25.4, 24, 31 and 23 a distance of approximately 770 feet to a point. Said point being the westerly right-of-way of Osborn Avenue and the westerly property line of Section 81, Block 2, Lot 23.

THENCE running northerly along the westerly right-of-way of Osborn Avenue a distance of approximately 172 feet to a point. Said point being the westerly right-of-way of Osborn Avenue and the northerly property line of Section 81, Block 2, Lot 22.

THENCE running easterly perpendicular across the right-of-way of Osborn Avenue a distance of 49.5 feet to a point being on the easterly right-of-way of Osborn Avenue.

THENCE running southerly along the easterly right-of-way of Osborn Avenue a distance of approximately 58 feet to a point. Said point being an intersection formed by the westerly property line of Section 81, Block 2, Lot 3.5 and the easterly right-of-way of Osborn Avenue.

THENCE running northerly along the westerly property line of Section 81, Block 2, Lots 3.5 and 3.1 a distance of approximately 572 feet to a point formed by the westerly and northerly property lines of Section 81, Block 2, Lot 3.1.

THENCE running easterly along the northerly property line of Section 81, Block 2, Lots 3.1 and 3.2 a distance of approximately 520 feet to a point formed by the northerly and easterly property lines of Section 81, Block 2, Lot 3.2.

THENCE running southerly along the easterly property line of Section 81, Block 2, Lots 3.2, 3.3, 3.4 and 4.2 a distance of approximately 1,016 feet to a point along the easterly property line of Section 81, Block 2, Lot 4.2.

THENCE running easterly along a property line of Section 81, Block 2, Lot 4.2 a distance of 25.00 feet to a point.

THENCE running southerly along the easterly property line of Section 81, Block 2, Lot 7 and Lot 8 a distance of approximately 292 feet to a point.

THENCE running southwesterly along the southerly property line of Section 81, Block 2, Lot 8 a distance of approximately 83 feet, 80 feet and 13 feet to a point. Said point being an intersection formed by the easterly right-of-way of Osborn Avenue and the southerly property line of Section 81, Block 2, Lot 8.

THENCE running southwesterly crossing the right-of-way of Osborn Avenue a distance of approximately 125 feet to the said POINT OF BEGINNING.

END OF DESCRIPTION

Adopted

1/20/04

TOWN OF RIVERHEAD

RESOLUTION AUTHORIZING SUPERVISOR TO
EXECUTE CHANGE ORDER No. 1
RIVERHEAD WATER DISTRICT
CONSTRUCTION OF PLANT 11
CONTRACT G - GENERAL & MECHANICAL CONSTRUCTION

RESOLUTION # 47

Adopted _____

COUNCILMAN DENSIESKI

_____ offered the following resolution
which was seconded by COUNCILWOMAN BLASS,

RESOLVED, that the Supervisor be and is hereby authorized to
execute Change Order No. 1 for the project known as Construction
of Plant 11, Contract G - General & Mechanical Construction, and be
it further

RESOLVED, that the Town Clerk shall forward a certified copy
of this resolution to H2M; Frank Isler, Esq.; Philip Ross
Industries; Accounting Department; and Gary Pendzick.

RESOLUTION PREPARED BY FRANK A. ISLER, ESQ.
SUBMITTED BY RIVERHEAD WATER DISTRICT

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

Adopted

1/20/04

TOWN OF RIVERHEAD

Resolution # 48

APPOINTS INTERPRETER FOR POLICE DEPARTMENT AND JUSTICE COURT

COUNCILWOMAN BLASS offered the following resolution, was seconded by

COUNCILWOMAN SANDERS :

WHEREAS, the Town, in connection with its municipal operations, requires services consisting of the following: Language Translation; and

WHEREAS, Miguette S. Chapin, Contractor, is willing to provide the following services to the Town:

Description of Services:	Language Translation – Spanish
Date(s) and Hours of Service:	On – call, Flexible

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute the Agreement in connection with interpreter services of the aforementioned individual; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Miguette S. Chapin, 814 Osborne Avenue, Riverhead, New York, 11901; Police Chief David Hegermiller; Justice Richard Ehlers; Justice Allen Smith; the Office of Accounting and the Town Attorney's Office.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

AGREEMENT

BETWEEN, **THE TOWN OF RIVERHEAD**, a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York, hereinafter referred to as "**TOWN**" and **MIGUETTE S. CHAPIN**, residing at 814 Osborne Avenue, Riverhead, New York, 11901, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH

WHEREAS, the Town, in connection with its municipal operations, requires services consisting of the following: Language Translation; and

WHEREAS, the contractor is willing to provide the following services to the Town:

Description of services:	Language Translation – Spanish
Date(s) and Hours of Services:	On-call, Flexible

IT IS HEREBY AGREED, by the Town and Contractor as follows:

1. That Contractor shall provide and fully perform to the Town's satisfaction the aforementioned services to the Town on the date(s) and times(s) stated above.
2. In return for Contractor's services, the Town shall pay Contractor as follows: The sum of Fifty (\$50.) Dollars for the first (1st) hour of service and Thirty-Five (\$35.) Dollars for each hour, or part thereof, thereafter. That sum shall be payable after the Contractor performs the services described for the Town and after contractor has filed with the Town of Riverhead, vouchers and any other documents reasonably required for payment.

Dated: Riverhead, New York
January , 2004

TOWN OF RIVERHEAD

By: _____
PHILIP CARDINALE
Town Supervisor

CONTRACTOR

By: _____
MIGUETTE S. CHAPIN

Adopted

TOWN OF RIVERHEAD

Resolution # 49

ACCEPTS SECURITY CERTIFICATE OF DEPOSIT OF ANTONINO MILITELLO AND RELEASES THE CERTIFICATE OF DEPOSIT FOR ANTONINO MILITELLO

COUNCILWOMAN SANDERS offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

WHEREAS, Antonino Militello has posted a 5% security in the form of a Certificate of Deposit (#3730129776 dated 12-12-02) in the amount of Two Thousand Four Hundred Seventy Two Dollars and is replacing it with a Certificate of Deposit (#3730131426 dated 12-12-03) in the sum of in the sum of Two Thousand Five Hundred Four Dollars and 58/100 (\$2,504.28) representing the 5% bond for enclosure of front porch, reconstruct rear elevation of building and addition of a second floor on the existing building located at 755 Main Street, Riverhead, New York, Suffolk County Tax Map # 600-127.00-07-015.00 pursuant to Section 108-133 (I) of the Riverhead Town Code; and

WHEREAS, the Town Attorney has reviewed the new certificate of deposit and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the Certificate of Deposit #3730131426 dated 12-12-03 and hereby authorizes the release of Certificate of Deposit #3730129777 dated 12-12-02 issued to the Town of Riverhead; and,

BE IT FURTHER RESOLVED, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Antonino Militello, 120 Blydenburgh Avenue, Smithtown, New York 11787, the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Adopted

TOWN OF RIVERHEAD

Resolution # 50

AUTHORIZES FIRE MARSHAL TO ATTEND MEETING

COUNCILWOMAN BLASS offered the following resolution,

COUNCILMAN DENSIESKI

which was seconded by _____

WHEREAS, the New York State Fire Marshals and Inspectors Association and the Department of State, Codes Division, has requested that the Town of Riverhead Fire Marshal participate as a member of the Building Code of NY State, Technical Sub-Committee and attend a meeting of this Sub-Committee at Department of State, 41 State Street, Albany, New York on Friday January 30, 2004, PM.

WHEREAS, attendance at said meetings are an essential part of the fire protection and prevention within the Town of Riverhead; and

WHEREAS, there is no cost for attendance at said meetings; and

WHEREAS, the Fire Marshal is authorized to utilize a Town of Riverhead vehicle for travel to and from said meetings and for reimbursement for gas and tolls, not to exceed \$25.00 for this meeting;

NOW, THEREFORE BE IT RESOLVED, that the Fire Marshal be allowed to attend the above said meetings, and shall remit to the Accounting Department all pertinent receipts and documentation to be reimbursed for expenditures not to exceed the authorized limit of \$25.00 for this meeting; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is authorized to forward a copy of this resolution to the Building Department Administrator, Fire Marshal and Office of Accounting.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Adopted

Resolution # 51

AUTHORIZES FIRE MARSHAL TO ATTEND CLASSES

COUNCILMAN DENSIESKI offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK

WHEREAS, the department head of the Building Department has requested that the Town of Riverhead Fire Marshal, attend the following training at the New York State Fire Academy in Montour Falls, New York;

Fire Marshals & Inspectors Seminar September 28 to September 30, 2004
Fire/Arson Investigation Seminar November 3 to November 5, 2004

WHEREAS, attendance at said training seminars are an essential part of the fire protection and prevention within the Town of Riverhead; and

WHEREAS, attendance fulfills the New York State continuing education requirements, and

WHEREAS, the cost of:

Fire Marshals & Inspectors Seminar will not exceed \$200.00
Arson Seminar will not exceed \$200.00
(expenses include tuition, board at the State Fire Academy, meals and other travel costs such as tolls and gas per seminar) and,

NOW, THEREFORE BE IT RESOLVED, that the Fire Marshal be allowed to attend the above said training seminars, use of an official vehicle for transportation where necessary, and shall remit to the Accounting Department all pertinent receipts and documentation to be reimbursed for expenditures not to exceed the authorized limit; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is authorized to forward a copy of this resolution to the Building Department Administrator, Fire Marshal and Office of Accounting.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Adopted

Resolution # 52

AUTHORIZES FIRE MARSHAL TO ATTEND MEETINGS

COUNCILMAN BARTUNEK offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

WHEREAS, the New York State Fire Marshals and Inspectors Association has requested that the Town of Riverhead Fire Marshal attend the following quarterly meetings of the Joint Fire Service Council.

State Fire Chiefs Office, East Schodack, NY	March 12, 2004
FASNY HQ - Albany, NY	May 14, 2004
State Fire Chiefs Office, East Schodack, NY	September 17, 2004
FASNY HQ - Albany, NY	December 10, 2004

WHEREAS, attendance at said meetings are an essential part of the fire protection and prevention within the Town of Riverhead; and

WHEREAS, there is no cost for attendance at said meetings; and

WHEREAS, the Fire Marshal is authorized to utilize a Town of Riverhead vehicle for travel to and from said meetings and for reimbursement for gas and tolls, not to exceed \$25.00 for each meeting;

NOW, THEREFORE BE IT RESOLVED, that the Fire Marshal be allowed to attend the above said firematic meetings, and shall remit to the Accounting Department all pertinent receipts and documentation to be reimbursed for expenditures not to exceed the authorized limit of \$25.00 for each meeting; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is authorized to forward a copy of this resolution to the Building Department Administrator, Fire Marshal and Office of Accounting.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

01/20/04

TOWN OF RIVERHEAD

85
Adopted

Resolution # 53

AUTHORIZES FIRE INSPECTOR TO ATTEND SEMINAR

COUNCILWOMAN SANDERS offered the following resolution,

which was seconded by COUNCILWOMAN BLASS

WHEREAS, the department head of the Building Department has requested that the Town of Riverhead Fire Inspector, attend the following seminar hosted by Onondaga County and Syracuse City Fire Investigators in Syracuse, New York from February 6, 2004 through February 8, 2004;

WHEREAS, attendance at said training seminars are an essential part of the fire protection and prevention within the Town of Riverhead; and

WHEREAS, attendance fulfills the New York State continuing education requirements, and

WHEREAS, the cost of:
Fire Investigators Seminar, lodging, travel and meals will not exceed \$400.00
(expenses include seminar cost of , discounted room rate of at the Ramada inn, meals and other travel costs such as tolls and gas per seminar) and,

NOW, THEREFORE BE IT RESOLVED, that the Fire Inspector be allowed to attend the above said training seminar, use of an official vehicle for transportation where necessary, and shall remit to the Accounting Department all pertinent receipts and documentation to be reimbursed for expenditures not to exceed the authorized limit; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is authorized to forward a copy of this resolution to the Building Department Administrator, Fire Inspector and Office of Accounting.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Adopted

TOWN OF RIVERHEAD

Resolution # 54

AUTHORIZES FIRE INSPECTOR TO SEMINAR

COUNCILWOMAN BLASS _____ offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI _____

WHEREAS, the department head of the Building Department has requested that the Town of Riverhead Fire Inspector attend the International Association of Arson Investigators 2004 Annual Seminar Training on March 3rd thru March 5th, 2004 to be held at Caesar's Casino & Hotel, Atlantic City, New Jersey;

WHEREAS, attendance at said training seminars are an essential part of the fire protection and prevention within the Town of Riverhead; and

WHEREAS, attendance fulfills the New York State continuing education requirements, and

WHEREAS, the cost of 2004 Annual Seminar & Meeting will not exceed \$485.00 (expenses include tuition, lodging, meals and other travel costs such as tolls and gas per seminar) and,

NOW, THEREFORE BE IT RESOLVED, that the Fire Inspector be allowed to attend the above said training seminars and shall remit to the Accounting Department all pertinent receipts and documentation to be reimbursed for expenditures not to exceed the authorized limit; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is authorized to forward a copy of this resolution to the Building Department Administrator, Fire Inspector and Office of Accounting.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

January 20, 2004

TOWN OF RIVERHEAD

Resolution # 55

CLASSIFIES ACTION OF SPECIAL PERMIT
ROBERT J. ANDREWS,
AND REFERS PETITION TO THE PLANNING BOARD

COUNCILMAN DENSIESKI offered the following resolution which

was seconded by COUNCILMAN BARTUNEK

WHEREAS, the Riverhead Town Board is in receipt of a special permit petition from Robert J. Andrews, pursuant to Section 108-51 A. and Article XXVIA. of the Riverhead Town Code to construct a 100ft.X160ft. temporary greenhouse for an existing farm located on a 24.8ac. parcel zoned Residence A; such property more particularly described as SCTM 0600-58-2-12.2, and

WHEREAS, a Full Environmental Assessment Form and supporting documentation was submitted as part of the petition, and

WHEREAS, the Riverhead Planning Department has reviewed these materials and has determined the petition to be a Type II action pursuant to 6NYCRR Part 617.5(c)(3), and

WHEREAS, pursuant to 617.3(f), 617.5(a) and 617.6(a)(1)(i) agency SEQR responsibilities end with this designation, no determination of significance being necessary, and

WHEREAS, the Town Board desires the recommendations of the Riverhead Planning Board respecting planning and zoning issues, now

THEREFORE, BE IT

RESOLVED, that the Riverhead Town Board declares the special permit application of Robert J. Andrews to be a Type II action, and

BE IT FURTHER

RESOLVED, that the Town Clerk be directed to refer the petition to the Riverhead Planning Board for their review and recommendation and is hereby authorized to forward a certified copy of this resolution to the Planning Department and to the applicant or his agent.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION **WAS** ___ **WAS NOT**
THEREFORE DULY ADOPTED

Adopted

01/20/04

TOWN OF RIVERHEAD

Resolution # 56

AUTHORIZES THE EXECUTION OF A STIPULATION AND RELEASE WITH EAST CREEK MARINA, INC. AND RICHARD SMITH AND MAUREEN SMITH

Councilman Bartunek _____ offered the following resolution, was seconded by

Councilwoman Sanders _____:

WHEREAS, by agreement dated May 27, 1982, the Town of Riverhead leased to Lighthouse Marina of Jamesport, Inc., a Town owned Marina located on Town Beach Road, South Jamesport, New York, for a term of 20 years and

WHEREAS, the term of the lease has expired and the Town of Riverhead has identified certain breaches in the lease agreement by East Creek, and

WHEREAS, the Town of Riverhead wishes to purchase the floating docks owned by East Creek and located at the site in lieu of the rent due and East Creek wishes to transfer title to said docks as proposed by the Town subject to certain terms and conditions,

NOW, THEREFORE, be it

RESOLVED, that the Deputy Supervisor is hereby authorized to execute a Settlement and Release agreement (Stipulation) in compliance with the aforementioned terms and in a form acceptable to the Town Attorney, and be it further

RESOLVED that the Town Clerk is hereby directed to forward a certified copy of this resolution to East Creek Marina of Jamesport, Inc., Office of the Town Attorney and the Office of Accounting.

THE VOTE

Bartunek	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no	Sanders	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
Blass	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no	Densieski	<input type="checkbox"/>	yes	<input type="checkbox"/>	no
Cardinale	<input type="checkbox"/>	yes	<input type="checkbox"/>	no		<input checked="" type="checkbox"/>	<i>abstain</i>		

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD

Adopted

Resolution 57

ESTABLISHES "EAST CREEK MARINA" AS A TOWN MANAGED BOAT DOCKING FACILITY

COUNCILWOMAN SANDERS offered the following resolution which was seconded by

COUNCILMAN DENSIESKI

WHEREAS, the Riverhead Town Board has taken possession of the formerly leased Town owned Marina located at East Creek, and

NOW, THEREFORE, BE IT

RESOLVED, that the Town owned docking facility located at East Creek will be operated by the Town as and for a basic docking facility for the 2004 boating season, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Office of Accounting, Town Engineer and the Town Attorney.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

1/20/04

TOWN OF RIVERHEAD

Resolution # 58

**AUTHORIZES TOWN CLERK TO POST AND PUBLISH PUBLIC NOTICE OF
PUBLIC HEARING TO CONSIDER A PROPOSED LOCAL LAW FOR AN
AMENDMENT TO CHAPTER 113A ENTITLED, "MARINA REGULATIONS" OF THE
RIVERHEAD TOWN CODE**

COUNCILMAN DENSIESKI

offered the following resolution,

COUNCILWOMAN BLASS

which was seconded by _____:

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached public notice to consider a proposed local law to consider the amendment to Chapter 113A entitled, "Marina Regulations" of the Riverhead Town Code, once in the January 29, 2004 issue of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Riverhead Recreation Department the Office of Accounting and the Office of the Town Attorney.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

91

PLEASE TAKE NOTICE, that a public hearing will be held on the 3rd day of February, 2004 at 7:25 p.m. o'clock at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, to consider a proposed local law to amend Chapter 113A of the Riverhead Town Code entitled, "Marina Regulations" as follows:

**Chapter A113
MARINA REGULATIONS
DOCKING FACILITY REGULATIONS**

§ A113-1. General provisions.

- A. ~~The "Riverhead Town Dock" "Riverfront Dock"~~ shall be defined as the dockage along the Peconic Riverfront from Peconic Avenue to the west extending eastward along the southerly portion of the Peconic River Parking Lot, ending at the eastern portion of the parking lot. ~~The "Riverhead Town Marina" shall be defined as the dockage located at East Creek, Jamesport~~
- B. ~~The "Riverhead Town Marina" "East Creek Docking Facility"~~ shall be defined as the dockage located at East Creek, Jamesport.
- ~~B. C.~~ C. The ~~Riverhead Town Dock~~ Riverfront Dock is open to all Town of Riverhead residents as defined in § A113-2.
- ~~C. D.~~ D. Nonresident Transient dockage at the ~~Town Dock~~ Riverfront Dock is allowed as specified in § A113-2.
- ~~D. E.~~ E. All motor vehicles parked in the parking lot of the ~~East Creek Town Marina~~ East Creek Docking Facility in Jamesport must have a beach parking sticker.
- ~~E.~~ The Town of Riverhead may elect to lease the ~~Town Marina at East Creek from time to time. When under lease to another operator, the dockage rules and regulations of the private operator shall apply. In the event that the Town of Riverhead elects to operate said facility, the fee and permit schedule as defined in § A113-2 shall apply.~~

§ A113-2. Permit required; regulations; fees.

- ~~A.~~ A. All residents and nonresidents must have a permit to dock at the ~~Town Dock or Marina.~~
- ~~B.~~ B. A permit shall be valid for one season with the right of renewal. A season exists from January 1 to December 31.
- ~~C.~~ C. Residents shall pay \$5 and nonresidents \$10 for each permit.
- ~~D.~~ D. The Recreation Department, the Dock Master and/or the Central Town Cashier shall be authorized to collect all fees and distribute permits for the ~~Town Dock and/or Marina.~~
- ~~E.~~ E. No permit shall be issued to anyone under 18 years of age.
- ~~F.~~ F. Permits are nontransferable.
- ~~G.~~ G. In addition to the annual permit fees, overnight dockage and other charges will be required on any vessel staying longer than 24 hours or overnight (whichever is shorter), as defined below:
- (1) — Town residents.
- (a) — Dockage first 72 hours: no charge; over 72 hours: \$1 per foot/per day.
- (b) — Electric 6:00 a.m. to 6:00 p.m.: no charge; over 12 hours: \$5 per day.
- (c) — Cablevision: no charge.
- (2) — Nonresidents.
- (a) — Dockage 6:00 a.m. to 6:00 p.m.: no charge; over 12 hours: \$1 per foot/per day.
- (b) — Electric hook-up over one hour: \$5 per day.

- (c) ~~Cablevision over one hour: \$10 per day, plus deposit.~~
- H. ~~Waste pump out shall be no charge.~~
- I. ~~A Dock Master may be appointed and compensated by the Town Board to enforce all sections of this chapter.~~
- J. ~~No vessel shall be permitted to stay more than 10 consecutive days without permission from the Town Board.~~
- A. All residents and nonresidents must have a license to dock at any Town docking facility.
- B. Only transient docking is permitted at the Riverfront Dock.
- C. Seasonal docking is permitted at the East Creek Docking Facility.
- D. The Town Clerk and the Recreation Department shall be authorized to collect all fees and distribute permits in accordance with an approved docking license.
- E. No permit shall be issued to anyone under 18 years of age.
- F. Permits are non-transferable.
- G. East Creek Docking Facility season shall be from April 1st through November 15th.
- H. The Bay Constable shall be authorized to enforce all sections of this chapter.
- I. No transient vessel shall be permitted to dock overnight without prior approval from the Recreation Department.
- J. The Town Board shall establish fees each year for seasonal docking.
- K. All vessels docked at Town facilities shall comply with all applicable US Coast Guard rules and regulations, including inspections, if any.

§ A113-3. Waste and debris.

- A. No owner or other person in charge of any boat, vessel or other watercraft shall empty, clean out, pump out or otherwise discharge water or waste material from the bilge or toilets thereof into the waters. ~~of the marina.~~

§ A113-4. Rights of the Town Board. and ~~Dock Master.~~

- A. The Town Board or its representative ~~and Dock Master~~ can ask any vessel to leave the ~~marina~~ Town docking facility or dock if that vessel is causing ~~hazard to someone else~~ damage to persons or property.
- B. Any representative of the Town Board shall have the right to board any boat in order to secure it or prevent it from bumping into or scraping other boats moored ~~in the Town Marina or Town Dock~~ at its facility.

§ A113-5. Mooring; tying; owner responsibility.

- B. Dinghies, rowboats, floats or any small craft usually tied to the stern of a larger boat are not permitted ~~in the marina~~ except when firmly secured to the upper deck of the accompanying boat or placed in the davits which are usually provided for on such boats.

§ A113-6. Prohibited acts.

- A. ~~Swimming is prohibited in the Town Marina or Town Dock~~ all Town docking facilities.
- C. No boat shall be operated at a speed greater than ~~four~~ five miles per hour ~~in the Town Marina or Town Dock~~ all Town Docking facilities.
- D. No unleashed animals are permitted ~~in the marina~~ Town docking facilities.

§ A113-7. Emergency repairs.

Only emergency repairs ~~only~~ are permitted on boats ~~in the marina~~ at the Town docking facilities. Minor repairs which will enable a boat to be ~~removed~~ operational are considered emergency repairs.

Dated: Riverhead, New York
January 20, 2004

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

- Overstrike represents deletion(s)
- Underline represents addition(s)

BARBARA GRATTAN, Town Clerk

January 20, 2004

Adopted

TOWN OF RIVERHEAD

Resolution # 59

**AUTHORIZATION TO PUBLISH BID FOR
2004 - 3/4 TON PICKUP TRUCKS**

COUNCILWOMAN BLASS

Offered the following resolution,

COUNCILWOMAN SANDERS

Which was seconded by _____

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for 2004 3/4 TON PICKUP TRUCKS and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the January 29th, 2004 issue of the News Review.

BE IF RESOLVED, that the Town Clerk be, and hereby is, authorized to forward a copy of this resolution to the Purchasing Department.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of 2004 ¾ TON PICK UP TRUCKS for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on FEBRUARY 6, 2004.

Bid packets, including Specifications, may be obtained at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation BIDS FOR 2004 PICK UP TRUCKS.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

Adopted

January 20, 2004

TOWN OF RIVERHEAD

Resolution # 60

AUTHORIZATION TO PUBLISH BID FOR HEATING FUEL

COUNCILWOMAN SANDERS _____ Offered the following resolution,

Which was seconded by _____ COUNCILMAN BARTUNEK

WHEREAS, the Town Clerk was authorized to publish and post a notice to bidders for HEATING FUEL and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the January 29th, 2004 issue of the News Review.

BE IF RESOLVED, that the Town Clerk be, and hereby is, authorized to forward a copy of this resolution to the Purchasing Department.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **HEATING FUEL** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:05 a.m. on FEBRUARY 6, 2004.**

Bid packets, including Specifications, may be obtained at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR FUEL OIL FOR HEATING.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

Adopted

1/20/04

TOWN OF RIVERHEAD

Resolution # 61

RATIFIES THE PUBLICATION OF TIMES AND DATES OF REGULAR MEETINGS OF THE TOWN BOARD

COUNCILMAN BARTUNEK offered the following resolutions, which was seconded by COUNCILMAN DENSIESKI.

Whereas, resolution #23 of the January 6, 2004 Town Board Meeting establishing the time and dates of regular meetings of the Town Board incorrectly listed the time of the February 3, 2004 meeting.

Whereas, the Town of Riverhead Public Notice was correctly posted in the official newspaper and on the signboard(s) in Town Hall listing the February 3, 2004 meeting time as 7:00 p.m.

NOW, THEREFORE BE IT RESOLVED, that resolution #23 of January 6, 2004 is hereby corrected and ratified to reflect the correct Town Board meeting time of 7:00 p.m. for the February 3, 2004 regular Town Board Meeting.

THE VOTE

Sanders	Yes	No	Blass	Yes	No
Densieski	Yes	No	Bartunek	Yes	No
Cardinale	Yes	No			

January 20, 2004

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 62

APPOINTS CHAIRMAN OF THE ZONING BOARD OF APPEALS

COUNCILMAN DENSIESKI offered the following resolution, which was seconded

by COUNCILWOMAN BLASS

RESOLVED, effective January 1, 2004, Martin Keller be and is hereby appointed as Chairman of the Town of Riverhead Zoning Board of Appeals at a salary as determined by the Town Board; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Martin Keller, the Zoning Board of Appeals and the Office of Accounting.

THE VOTE

Sanders	Yes	No	Blass	Yes	No
Densieski	Yes	No	Bartunek	Yes	No
Cardinale	Yes	No			

Adopted

January 20, 2004

TOWN OF RIVERHEAD**RESOLUTION # 63****APPOINTS VICE-CHAIRMAN OF THE ZONING BOARD OF APPEALS**

COUNCILWOMAN BLASS offered the following resolution, which was seconded

by COUNCILWOMAN SANDERS.

RESOLVED, effective January 1, 2004, Frederick McLaughlin be and is hereby appointed as Vice-Chairman of the Town of Riverhead Zoning Board of Appeals at a salary as determined by the Town Board; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Frederick McLaughlin, the Zoning Board of Appeals and the Office of Accounting.

THE VOTE

Sanders ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Bartunek ~~Yes~~ No

Cardinale ~~Yes~~ No

Tabled Adopted

02/03/04

January 20, 2004

TOWN OF RIVERHEAD

RESOLUTION # 64

RE-APPOINTS MEMBER TO THE ZONING BOARD OF APPEALS

COUNCILMAN BARTUNEK offered the following resolutions, which was seconded

by COUNCILWOMAN BLASS

RESOLVED, effective January 1, 2004, Joseph Fox be and is hereby reappointed as a member of the Town of Riverhead Zoning Board of Appeals for a term of five (5) years through December 31, 2008 and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Joseph Fox, the Zoning Board of Appeals and the Office of Accounting.

THE VOTE

Sanders Yes No	Blass Yes No
Densieski Yes No	Bartunek Yes No
Cardinale Yes No	

Councilman Bartunek offered the resolution to be tabled, which was seconded by Councilman Densieski.

All Members in favor of tabling the resolution

TOWN BOARD MEETING OF FEBRUARY 3, 2004

COUNCILMAN BARTUNEK OFFERED THE RESOLUTION TO BE BROUGHT OFF THE TABLE, WHICH WAS SECONDED BY COUNCILWOMAN BLASS. ALL MEMBERS IN FAVOR OF BRINGING RESOLUTION OFF THE TABLE.

COUNCILMAN BARTUNEK OFFERED THE RESOLUTION FOR ADOPTION, SECONDED BY COUNCILWOMAN BLASS.

THE VOTE: BARTUNEK, yes, SANDERS, yes, BLASS, yes, DENSIESKI, no, CARDINALE, yes.

THE RESOLUTION WAS THEREUPON DECLARED TO BE DULY ADOPTED.

January 20, 2004

TOWN OF RIVERHEAD

RESOLUTION # 65

APPOINTS CHAIRMAN OF THE PLANNING BOARD

COUNCILWOMAN BLASS offered the following resolution, which was seconded

by COUNCILMAN DENSIESKI.

RESOLVED, effective January 1, 2004, Richard O'Dea be and is hereby appointed as Chairman of the Town of Riverhead Planning Board at a salary as determined by the Town Board; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Richard O'Dea, the Planning Board and the Office of Accounting.

THE VOTE

Sanders ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Bartunek ~~Yes~~ No

Cardinale ~~Yes~~ No

January 20, 2004

Adopted**TOWN OF RIVERHEAD****RESOLUTION # 66****APPOINTS VICE-CHAIRMAN OF THE PLANNING BOARD**

COUNCILMAN DENSIESKI offered the following resolution, which was seconded

by COUNCILWOMAN SANDERS.

RESOLVED, effective January 1, 2004, Joseph H. Baier be and is hereby appointed as Vice-Chairman of the Town of Riverhead Planning Board at a salary as determined by the Town Board; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Joseph H. Baier, the Planning Board and the Office of Accounting.

THE VOTESanders ~~Yes~~ NoBlass ~~Yes~~ NoDensieski ~~Yes~~ NoBartunek ~~Yes~~ NoCardinale ~~Yes~~ No

JANUARY 20, 2004

Adopted**TOWN OF RIVERHEAD****RESCINDS RESOLUTION #31****RESOLUTION # 67**

COUNCILWOMAN SANDERS

_____ offered the following Resolution,

which was seconded by COUNCILMAN BARTUNEK.

WHEREAS, Resolution #31 was adopted January 6, 2004 appointing a Recreation Specialist, effective January 6, 2004, and

WHEREAS, it was determined that the applicant did not meet Civil Service requirements for the position, and has not started to work.

NOW, THEREFORE, BE IT RESOLVED, that Resolution #31 be rescinded.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Recreation Department and the Office of Accounting.

THE VOTEBartunek Yes NoSanders Yes NoBlass Yes NoDensieski Yes NoCardinale Yes No

January 20, 2004

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 68

AWARDS BID FOR PREFABRICATED CONCRETE RESTROOM BUILDING

COUNCILMAN BARTUNEK

_____ offered the following resolution which was

COUNCILMAN DENSIESKI

seconded by _____.

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for a Prefabricated Concrete Restroom Building; and

WHEREAS, two (2) bids were received, opened and read aloud on the 15th day of December, 2003 in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

WHEREAS, the low bid submitted by Modern Concrete exceeded the funds available; and

WHEREAS, Modern Concrete forwarded written notification that they are willing to further reduce their price without any changes to the specifications bid.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board be and does hereby award the bid to Modern Concrete in the amount of Thirty Six Thousand Eight Hundred Eighty Nine & 00/100 (\$36,889.00); and

BE IT FURTHER RESOLVED, that the Town Clerk is authorized to return any and all bonds received in connection with this project; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Kenneth Testa, P.E., Andrea Lohneiss and the Office of Accounting.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

Adopted

JANUARY 20, 2004

TOWN OF RIVERHEAD**AUTHORIZES THE ESTABLISHMENT OF A PETTY CASH ACCOUNT
FOR THE RIVERHEAD TOWN SUPERVISOR'S OFFICE**RESOLUTION # 69

COUNCILMAN DENSIESKI

offered the following resolution,

COUNCILWOMAN BLASS

which was seconded by _____

WHEREAS, the Town Board hereby authorizes the establishment of a imprest petty cash account for the Riverhead Town Supervisor's Office in the amount of One Hundred dollars (\$100.00); and

WHEREAS, that said petty cash account is assigned to Philip J. Cardinale, Town Supervisor; and;

BE IT RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Riverhead Town Supervisor and the Office of Accounting.

THE VOTESanders Yes NoBlass Yes NoDensieski Yes NoBartunek Yes NoCardinale Yes No

TOWN OF RIVERHEAD

Resolution # 70

TABLED

**SETTING TERMS AND CONDITIONS OF EMPLOYMENT
FOR DAVID CULLEN, PROJECTS AND SERVICES
MANAGER**

Adopted

02/03/04

COUNCILMAN BARTUNEK offered the following resolution,
which was seconded by COUNCILWOMAN BLASS

BE IT RESOLVED, THAT the terms and conditions of employment of David Cullen, Projects and Services Manager ("the employee") shall, effective January 1, 2004, be as follows:

TERM

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.
2. The employee is employed at the will of the Town Board and for no specific term or duration.

HOURS OF WORK

1. The employee's minimum basic work week shall be 35 hours. There shall be no maximum number of hours of work per week. The employee shall not receive additional compensation for holiday pay. The employee is not entitled to earn, accrue, or be paid for overtime or compensatory time.
2. The employee shall be entitled to the same paid holidays as are set forth in the 2004-2007 CSEA collective bargaining agreement,
3. (a) Five (5) days of personal leave will be granted.
 - (b) Personal leave may not be accumulated and must be used within the calendar year earned, except that unused personal days at the end of each year shall be converted to sick time and may be used as sick time, subject to all the rules and pertaining to sick time.
 - (c) Personal leave must be approved by the Town Supervisor. The employee must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which the employee had no prior knowledge, in which case the employee must notify the Town Supervisor or designee of such absence. Failure to notify the Town Supervisor or designee of the absence will result in loss of pay for the day's absence.
4. Funeral Leave. The employee shall be entitled to four (4) consecutive working days.

leave of absence computed either from the day of death or the day following death, at the employee's option, for the death of the employee's spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.

5. Jury Service. The employee will be paid the employee's regular salary while performing jury service upon documentary proof being filed with the Town Supervisor. The employee shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee.

6. Court Appearance. The employee's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. The employee shall not lose any salary therefrom.

7. Parentage Leave. The employee shall receive a parentage leave as defined in the 2004-2007 CSEA contract, Article III, Section 5.

VACATIONS

1. The employee shall be entitled to 105 hours of vacation (January 1 to December 31) during fiscal year 2004.

2. The employee, upon request, shall be paid the employee's vacation pay prior to the vacation, providing the employee shall have given three (3) weeks' notice to the Supervisor.

3. Upon retirement or termination of service, except for cause, the employee shall be compensated, in cash, for any accumulated vacation.

4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than 280 vacation hours from one year to the next.

5. The employee, at the employee's option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2002-2004 Superior Officers' Contract, Article IX, Section C, except that the buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical

disability. Sick leave will be accumulated at the rate of 14 hours per month, up to a total accumulated sick leave of 2100 hours. After 2100 hours, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination the employee before the employee's return to work.

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of the employee's accumulated and unused sick leave to the extent of one hundred (100%) percent of the first 1960 hours thereof.

3. The employee may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of 35 hours. No buy-out shall be permitted unless, at the time of election, the employee has accumulated at least 70 hours. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If the employee "buys-out" sick leave, the employee shall be permitted to reaccumulate sick days to a maximum of 2100 hours.

4. If the employee falls ill while on vacation then, upon presentation of a medical certificate certifying that the employee was confined to bed for more than five (5) working days during the vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or the employee's version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and advise the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

The employee shall have the right at all times to representation of the employee's choosing

4. Limitations.

If a grievance occurs and cannot be resolved immediately, the employee shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances that are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

The employee may withdraw a grievance at any point in the grievance procedure.

HEALTH INSURANCE

1. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town Health Insurance Program. These plans shall also provide that the Town pays for one hundred (100%) percent coverage for the employee if the employee retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for the employee's family.

2. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan.

3. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan.

4. The Town will offer a Universal Life Insurance policy, a disability insurance policy or participation in the New York State deferred compensation program. The employee may, at the employee's option, choose the life insurance, the disability insurance or the deferred compensation program, or any combination thereof. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by the employee via a payroll deduction. The cost will be adjusted yearly based on the Consumer Price Index for New York and Northeastern New Jersey area for all Urban Consumers as produced by the U.S. Department of Labor, Bureau of Labor Statistics. The Base Year to be used will be 1989.

5. The employee, at the employee's option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650.00 if the employee changes from family to no coverage; \$900 if the employee changes from family to

individual coverage; \$750 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$230 if the employee changes from family to no coverage; \$150 if the employee changes from family to individual coverage; \$80 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the optical coverage for a period of not less than one calendar year and receive a payment of twenty five dollars (\$25.00) during the first full pay period of each year the election is made. The employee must sign an application form each year and said application shall include an acknowledgment that the employee is covered under another plan.

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directors of an organization or agency, then the employee shall be covered by the provisions of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided the employee is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If the employee is injured or assaulted in the course of employment, the employee shall receive full salary until such time as the employee's application for reinstatement to full duty status, or, in the event of permanent disability, the employee's application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If the employee is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from his sick leave for such injury. If the employee receives a compensation check for lost time due to a compensable injury, the employee shall endorse the employee's check over to the Town. The above shall apply if the employee was acting within the scope of employment.

3. A leave of absence, without pay, may be granted to the employee in the discretion of the Town Board for a maximum of six (6) months, upon written application therefore and good cause shown, not to exceed the Supervisor's term of office.

4. If the employee is absent without leave or without due notification to the Supervisor, the employee shall suffer loss of pay for the days of such absence.

5. The employee will be paid every two (2) weeks on Thursday of the latter week.

6. Upon the employee's request to examine the employee's official employment personnel file, the employee may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by the employee, but the employee shall have an opportunity to read said material and make a written reply, which shall be inserted in the personnel folder.

7. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for the employee.

8. The Town will provide a college and/or post-graduate incentive program for courses approved by the Town Board. The Town will reimburse the employee the tuition cost on a grade related basis. A grade of "A" will receive seventy five (75%) percent of the tuition cost. A grade of "B" will receive fifty (50%) percent of the tuition cost. A grade of "C" will receive twenty five (25%) percent of the tuition cost. Payment will only be made upon submission of voucher and proof of grade.

WAGES

The employee shall receive the following annual salary: \$45,000

THE VOTE

Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
			Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

TOWN BOARD MEETING OF FEBRUARY 3, 2004

COUNCILMAN BARTUNEK OFFERED THE RESOLUTION TO BE BROUGHT OFF THE TABLED, SECONDED BY COUNCILWOMAN BLASS. ALL MEMBERS IN FAVOR OF BRINGING THE RESOLUTION OFF THE TABLED.

COUNCILMAN BARTUNEK OFFERED THE RESOLUTION OF ADOPTION, WHICH WAS SECONDED BY COUNCILWOMAN BLASS. ALL MEMBERS IN FAVOR OF THE ADOPTION OF THE RESOLUTION.

TOWN OF RIVERHEAD

TABLED

Resolution # 71

SETTING TERMS AND CONDITIONS OF EMPLOYMENT
FOR JILL LEWIS, EXECUTIVE ASSISTANT TO THE
TOWN SUPERVISOR

Adopted

02/03/04

COUNCILMAN BARTUNEK offered the following resolution,
which was seconded by COUNCILWOMAN SANDERS

BE IT RESOLVED, THAT the terms and conditions of employment of Jill Lewis, Executive Assistant to the Town Supervisor ("the employee") shall, effective January 1, 2004, be as follows:

TERM

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.
2. The employees are employed at the will of the Town Board and for no specific term or duration.

HOURS OF WORK

1. The employee's minimum basic work week shall be 35 hours. There shall be no maximum number of hours of work per week. The employee shall not receive additional compensation for holiday pay. The employee is not entitled to earn, accrue, or be paid for overtime or compensatory time.
2. The employee shall be entitled to the same paid holidays as are set forth in the 2004-2007 CSEA collective bargaining agreement,
3. (a) Five (5) days of personal leave will be granted.
 - (b) Personal leave may not be accumulated and must be used within the calendar year earned, except that unused personal days at the end of each year shall be converted to sick time and may be used as sick time, subject to all the rules and pertaining to sick time.
 - (c) Personal leave must be approved by the Town Supervisor. The employee must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which the employee had no prior knowledge, in which case the employee must notify the Town Supervisor or designee of such absence. Failure to notify the Town Supervisor or designee of the absence will result in loss of pay for the day's absence.

4. Funeral Leave. The employee shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at the employee's option, for the death of the employee's spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.

5. Jury Service. The employee will be paid the employee's regular salary while performing jury service upon documentary proof being filed with the Town Supervisor. The employee shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee.

6. Court Appearance. The employee's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. The employee shall not lose any salary therefrom.

7. Parentage Leave. The employee shall receive a parentage leave as defined in the 2004-2007 CSEA contract, Article III, Section 5.

VACATIONS

1. The employee shall be entitled to 20 working days' of vacation (January 1 to December 31) during fiscal year 2004.

2. The employee, upon request, shall be paid the employee's vacation pay prior to the vacation, providing the employee shall have given three (3) weeks' notice to the Supervisor.

3. Upon retirement or termination of service, except for cause, the employee shall be compensated, in cash, for any accumulated vacation.

4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than sixty (60) vacation days from one year to the next.

5. The employee, at the employee's option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2002-2004 Superior Officers' Contract, Article IX, Section C, except that the buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of two days per month (twenty-four (24) days per year) up to a total accumulated sick leave of three hundred (300) days. After three hundred (300) days, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination the employee before the employee's return to work.
2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of the employee's accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days thereof.
3. The employee may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of ten (10) sick days. No buy-out shall be permitted unless, at the time of election, the employee has accumulated at least twenty (20) sick days. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If the employee "buys-out" sick leave, the employee shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days.
4. If the employee falls ill while on vacation then, upon presentation of a medical certificate certifying that the employee was confined to bed for more than five (5) working days during the vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or the employee's version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and advise the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

The employee shall have the right at all times to representation of the employee's choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, the employee shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances that are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

The employee may withdraw a grievance at any point in the grievance procedure.

HEALTH INSURANCE

1. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town Health Insurance Program. These plans shall also provide that the Town pays for one hundred (100%) percent coverage for the employee if the employee retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for the employee's family.

2. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan.

3. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan.

4. The Town will offer a Universal Life Insurance policy, a disability insurance policy or participation in the New York State deferred compensation program. The employee may, at the employee's option, choose the life insurance, the disability insurance or the deferred

compensation program, or any combination thereof. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by the employee via a payroll deduction. The cost will be adjusted yearly based on the Consumer Price Index for New York and Northeastern New Jersey area for all Urban Consumers as produced by the U.S. Department of Labor, Bureau of Labor Statistics. The Base Year to be used will be 1989.

5. The employee, at the employee's option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650.00 if the employee changes from family to no coverage; \$900 if the employee changes from family to individual coverage; \$750 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$230 if the employee changes from family to no coverage; \$150 if the employee changes from family to individual coverage; \$80 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the optical coverage for a period of not less than one calendar year and receive a payment of twenty five dollars (\$25.00) during the first full pay period of each year the election is made. The employee must sign an application form each year and said application shall include an acknowledgment that the employee is covered under another plan.

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directors of an organization or agency, then the employee shall be covered by the provisions of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided the employee is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If the employee is injured or assaulted in the course of employment, the employee shall receive full salary until such time as the employee's application for reinstatement to full duty status, or, in the event of permanent disability, the employee's application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If the employee is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from his sick leave for such injury. If the employee receives a compensation check for lost time due to a compensable injury, the employee shall endorse the employee's check over to the Town. The above shall apply if the employee was acting within the scope of employment.

3. A leave of absence, without pay, may be granted to the employee in the discretion of the Town Board for a maximum of six (6) months, upon written application therefore and good cause shown, not to exceed the Supervisor's term of office.
4. If the employee is absent without leave or without due notification to the Supervisor, the employee shall suffer loss of pay for the days of such absence.
5. The employee will be paid every two (2) weeks on Thursday of the latter week.
6. Upon the employee's request to examine the employee's official employment personnel file, the employee may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by the employee, but the employee shall have an opportunity to read said material and make a written reply, which shall be inserted in the personnel folder.
7. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for the employee.
8. The Town will provide a college and/or post-graduate incentive program for courses approved by the Town Board. The Town will reimburse the employee the tuition cost on a grade related basis. A grade of "A" will receive seventy five (75%) percent of the tuition cost. A grade of "B" will receive fifty (50%) percent of the tuition cost. A grade of "C" will receive twenty five (25%) percent of the tuition cost. Payment will only be made upon submission of voucher and proof of grade.

WAGES

The employee shall receive the following annual salary: \$65,000

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

~~COUNCILMAN BARTUNEK OFFERED THE RESOLUTION TO BE BROUGHT OFF THE TABLED, WHICH WAS SECONDED BY COUNCILWOMAN SANDERS. ALL MEMBERS IN FAVOR OF UNTABLING THE RESOLUTION.~~

COUNCILMAN BARTUNEK OFFERED THE RESOLUTION FOR ADOPTION, SECONDED BY COUNCILWOMAN SANDERS. ALL MEMBERS IN FAVOR OF THE ADOPTION OF THE RESOLUTION.

TABLED

Adopted

TOWN OF RIVERHEAD

Resolution # 72

SETTING TERMS AND CONDITIONS OF EMPLOYMENT
FOR DAWN THOMAS, TOWN ATTORNEY

02/03/04

COUNCILMAN DENSIESKI offered the following resolution,
which was seconded by COUNCILWOMAN BLASS.

BE IT RESOLVED, THAT the terms and conditions of employment of Dawn Thomas, Town Attorney ("the Employee") shall, effective January 1, 2004, be as follows:

TERM

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.
2. The employee is employed at the will of the Town Board and for no specific term or duration, except as otherwise provided by law.

HOURS OF WORK

1. The employee's minimum basic work week shall be 35 hours. There shall be no maximum number of hours of work per week. The employee shall not receive additional compensation for holiday pay. The employee is not entitled to earn, accrue, or be paid for overtime or compensatory time.
2. The employee shall be entitled to the same paid holidays as are set forth in the 2004-2007 CSEA collective bargaining agreement,
3. (a) Five (5) days of personal leave will be granted.
 - (b) Personal leave may not be accumulated and must be used within the calendar year earned, except that unused personal days at the end of each year shall be converted to sick time and may be used as sick time, subject to all the rules and pertaining to sick time.
 - (c) Personal leave must be approved by the Town Supervisor. The employee must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which the employee had no prior knowledge, in which case the employee must notify the Town Supervisor or designee of such absence. Failure to notify the Town Supervisor or designee of the absence will result in loss of pay for the day's absence.
4. Funeral Leave. The employee shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at the

employee's option, for the death of the employee's spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.

5. Jury Service. The employee will be paid the employee's regular salary while performing jury service upon documentary proof being filed with the Town Supervisor. The employee shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee.

6. Court Appearance. The employee's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. The employee shall not lose any salary therefrom.

7. Parentage Leave. The employee shall receive a parentage leave as defined in the 2004-2007 CSEA contract, Article III, Section 5.

VACATIONS

1. The employee shall be entitled to 20 working days' of vacation (January 1 to December 31) during fiscal year 2004.

2. The employee, upon request, shall be paid the employee's vacation pay prior to the vacation, providing the employee shall have given three (3) weeks' notice to the Supervisor.

3. Upon retirement or termination of service, except for cause, the employee shall be compensated, in cash, for any accumulated vacation.

4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than sixty (60) vacation days from one year to the next.

5. The employee, at the employee's option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2002-2004 Superior Officers' Contract, Article IX, Section C, except that the buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of 10.5 hours per month, up to a total

accumulated sick leave of 2100 hours. After 2100 hours, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination the employee before the employee's return to work.

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of the employee's accumulated and unused sick leave to the extent of one hundred (100%) percent of the first 1960 hours thereof.

3. The employee may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of 35 hours. No buy-out shall be permitted unless, at the time of election, the employee has accumulated at least 70 hours. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If the employee "buys-out" sick leave, the employee shall be permitted to reaccumulate sick days to a maximum of 2100 hours.

4. If the employee falls ill while on vacation then, upon presentation of a medical certificate certifying that the employee was confined to bed for more than five (5) working days during the vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or the employee's version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and advise the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

The employee shall have the right at all times to representation of the employee's choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, the employee shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances that are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

The employee may withdraw a grievance at any point in the grievance procedure.

HEALTH INSURANCE

1. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town Health Insurance Program. These plans shall also provide that the Town pays for one hundred (100%) percent coverage for the employee if the employee retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for the employee's family.

2. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan.

3. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan.

4. The Town will offer a Universal Life Insurance policy, a disability insurance policy or participation in the New York State deferred compensation program. The employee may, at the employee's option, choose the life insurance, the disability insurance or the deferred compensation program, or any combination thereof. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by the employee via a payroll deduction. The cost will be adjusted yearly based on the Consumer Price Index for New York and Northeastern New Jersey area for all Urban Consumers as produced by the U.S. Department of Labor, Bureau of Labor Statistics. The Base Year to be used will be 1989.

5. The employee, at the employee's option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650.00 if the employee changes from family to no coverage; \$900 if the employee changes from family to individual coverage; \$750 if the employee changes from individual to no coverage. Also, at the

employee's option, the employee may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$230 if the employee changes from family to no coverage; \$150 if the employee changes from family to individual coverage; \$80 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the optical coverage for a period of not less than one calendar year and receive a payment of twenty five dollars (\$25.00) during the first full pay period of each year the election is made. The employee must sign an application form each year and said application shall include an acknowledgment that the employee is covered under another plan.

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directors of an organization or agency, then the employee shall be covered by the provisions of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided the employee is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If the employee is injured or assaulted in the course of employment, the employee shall receive full salary until such time as the employee's application for reinstatement to full duty status, or, in the event of permanent disability, the employee's application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If the employee is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from his sick leave for such injury. If the employee receives a compensation check for lost time due to a compensable injury, the employee shall endorse the employee's check over to the Town. The above shall apply if the employee was acting within the scope of employment.

3. A leave of absence, without pay, may be granted to the employee in the discretion of the Town Board for a maximum of six (6) months, upon written application therefore and good cause shown.
4. If the employee is absent without leave or without due notification to the Supervisor, the employee shall suffer loss of pay for the days of such absence.
5. The employee will be paid every two (2) weeks on Thursday of the latter week.
6. Upon the employee's request to examine the employee's official employment personnel file, the employee may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by the employee, but the employee shall have an opportunity to read said material and make a written reply, which shall be inserted in the personnel folder.
7. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for the employee.
8. The Town will provide a college and/or post-graduate incentive program for courses approved by the Town Board. The Town will reimburse the employee the tuition cost on a grade related basis. A grade of "A" will receive seventy five (75%) percent of the tuition cost. A grade of "B" will receive fifty (50%) percent of the tuition cost. A grade of "C" will receive twenty five (25%) percent of the tuition cost. Payment will only be made upon submission of voucher and proof of grade.

WAGES

The employee shall receive the following annual salary: \$80,000

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Densieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

COUNCILMAN DENSTESKI OFFERED THE RESOLUTION TO BE BROUGHT OFF THE TABLED, WHICH WAS SECONDED BY COUNCILWOMAN BLASS. ALL MEMBERS IN FAVOR OF UNTABLING THE RESOLUTION.

COUNCILMAN DENSTESKI OFFERED THE RESOLUTION TO BE ADOPTED, WHICH WAS SECONDED BY COUNCILWOMAN BLASS. ALL MEMBERS IN FAVOR OF THE ADOPTION OF THE RESOLUTION.

TABLED¹²⁵

TOWN OF RIVERHEAD

Resolution # 73

Adopted

02/03/04

SETTING TERMS AND CONDITIONS OF EMPLOYMENT
FOR CHRIS KENT, DEPUTY TOWN ATTORNEY

COUNCILMAN BARTUNEK offered the following resolution,
which was seconded by COUNCILWOMAN BLASS

BE IT RESOLVED, THAT the terms and conditions of employment of Chris Kent, Deputy
Town Attorney ("the employee") shall, effective February 9, 2004, be as follows:

TERM

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.
2. The employees are employed at the will of the Town Board and for no specific term or duration.

HOURS OF WORK

1. The employee's minimum basic work week shall be 35 hours. There shall be no maximum number of hours of work per week. The employee shall not receive additional compensation for holiday pay. The employee is not entitled to earn, accrue, or be paid for overtime or compensatory time.
2. The employee shall be entitled to the same paid holidays as are set forth in the 2004-2007 CSEA collective bargaining agreement,
3. (a) Five (5) days of personal leave will be granted.
(b) Personal leave may not be accumulated and must be used within the calendar year earned, except that unused personal days at the end of each year shall be converted to sick time and may be used as sick time, subject to all the rules and pertaining to sick time.
(c) Personal leave must be approved by the Town Supervisor. The employee must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which the employee had no prior knowledge, in which case the employee must notify the Town Supervisor or designee of such absence. Failure to notify the Town Supervisor or designee of the absence will result in loss of pay for the day's absence.

4. Funeral Leave. The employee shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at the employee's option, for the death of the employee's spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.

5. Jury Service. The employee will be paid the employee's regular salary while performing jury service upon documentary proof being filed with the Town Supervisor. The employee shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee.

6. Court Appearance. The employee's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. The employee shall not lose any salary therefrom.

7. Parentage Leave. The employee shall receive a parentage leave as defined in the 2004-2007 CSEA contract, Article III, Section 5.

VACATIONS

1. The employee shall be entitled to 20 working days' of vacation (February 9 to December 31) during fiscal year 2004.

2. The employee, upon request, shall be paid the employee's vacation pay prior to the vacation, providing the employee shall have given three (3) weeks' notice to the Supervisor.

3. Upon retirement or termination of service, except for cause, the employee shall be compensated, in cash, for any accumulated vacation.

4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than sixty (60) vacation days from one year to the next.

5. The employee, at the employee's option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2002-2004 Superior Officers' Contract, Article IX, Section C, except that the buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of 10.5 hours per month, up to a total accumulated sick leave of 2100 hours. After 2100 hours, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination the employee before the employee's return to work.
2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of the employee's accumulated and unused sick leave to the extent of one hundred (100%) percent of the first 1960 hours thereof.
3. The employee may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of 35 hours. No buy-out shall be permitted unless, at the time of election, the employee has accumulated at least 70 hours. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If the employee "buys-out" sick leave, the employee shall be permitted to reaccumulate sick days to a maximum of 2100 hours.
4. If the employee falls ill while on vacation then, upon presentation of a medical certificate certifying that the employee was confined to bed for more than five (5) working days during the vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or the employee's version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and advise the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

The employee shall have the right at all times to representation of the employee's choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, the employee shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances that are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

The employee may withdraw a grievance at any point in the grievance procedure.

HEALTH INSURANCE

1. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town Health Insurance Program. These plans shall also provide that the Town pays for one hundred (100%) percent coverage for the employee if the employee retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for the employee's family.

2. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan.

3. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan.

4. The Town will offer a Universal Life Insurance policy, a disability insurance policy or participation in the New York State deferred compensation program. The employee may, at the employee's option, choose the life insurance, the disability insurance or the deferred compensation program, or any combination thereof. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by the employee via a payroll deduction. The cost will be adjusted yearly based on the Consumer Price Index for New York and Northeastern New Jersey area for all Urban Consumers as produced by the U.S. Department of Labor, Bureau of Labor Statistics. The Base Year to be used will be 1989.

5. The employee, at the employee's option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650.00 if the employee changes from family to no coverage; \$900 if the employee changes from family to individual coverage; \$750 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$230 if the employee changes from family to no coverage; \$150 if the employee changes from family to individual coverage; \$80 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the optical coverage for a period of not less than one calendar year and receive a payment of twenty five dollars (\$25.00) during the first full pay period of each year the election is made. The employee must sign an application form each year and said application shall include an acknowledgment that the employee is covered under another plan.

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directors of an organization or agency, then the employee shall be covered by the provisions of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided the employee is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If the employee is injured or assaulted in the course of employment, the employee shall receive full salary until such time as the employee's application for reinstatement to full duty status, or, in the event of permanent disability, the employee's application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If the employee is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from his sick leave for such injury. If the employee receives a compensation check for lost time due to a compensable injury, the employee shall endorse the employee's check over to the Town. The above shall apply if the employee was acting within the scope of employment.

3. A leave of absence, without pay, may be granted to the employee in the discretion of the Town Board for a maximum of six (6) months, upon written application therefore and good cause shown.

4. If the employee is absent without leave or without due notification to the Supervisor, the employee shall suffer loss of pay for the days of such absence.

5. The employee will be paid every two (2) weeks on Thursday of the latter week.
6. Upon the employee's request to examine the employee's official employment personnel file, the employee may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by the employee, but the employee shall have an opportunity to read said material and make a written reply, which shall be inserted in the personnel folder.
7. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for the employee.
8. The Town will provide a college and/or post-graduate incentive program for courses approved by the Town Board. The Town will reimburse the employee the tuition cost on a grade related basis. A grade of "A" will receive seventy five (75%) percent of the tuition cost. A grade of "B" will receive fifty (50%) percent of the tuition cost. A grade of "C" will receive twenty five (25%) percent of the tuition cost. Payment will only be made upon submission of voucher and proof of grade.

WAGES

The employee shall receive the following prorated annual salary:

effective February 9, 2004: \$61,200

effective June 1, 2004: \$65,000 ~~6~~

Unless such increase is modified or canceled by independent
Town Board resolution.

THE VOTE

Bartunek ___ yes ___ no Sanders ___ yes ___ no
Blass ___ yes ___ no Densieski ___ yes ___ no
Cardinale ___ yes ___ no

THE RESOLUTION ___ WAS ___ WAS NOT
THEREFORE DULY ADOPTED

**COUNCILMAN BARTUNEK OFFERED THE RESOLUTION TO BE BROUGHT OFF THE TABLE, WHICH WAS
SECONDED BY COUNCILWOMAN BLASS.
ALL MEMBERS IN FAVOR OF UNTABLING THE RESOLUTION.**

**COUNCILMAN BARTUNEK OFFERED THE RESOLUTION FOR ADOPTION, WHICH WAS SECONDED BY COUNCILWOMAN
BLASS. THE VOTE: BARTUNEK, YES, SANDERS, YES, BLASS, YES, DENSIESKI, NO, AND
CARDINALE, YES.**

THE RESOLUTION WAS THEREUPON DECLARED TO BE DULY ADOPTED.

131
TABLED

TOWN OF RIVERHEAD

Resolution # 74

Adopted

SETTING TERMS AND CONDITIONS OF EMPLOYMENT
FOR SEAN WALTER, DEPUTY TOWN ATTORNEY

02/03/04

COUNCILMAN DENSIESKI offered the following resolution,
which was seconded by COUNCILMAN BARTUNEK.

BE IT RESOLVED, THAT the terms and conditions of employment of Sean Walter, part-time Deputy Town Attorney ("the employee") shall, effective February 9, 2004, be as follows:

TERM

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.
2. The employee is employed at the will of the Town Board and for no specific term or duration.

HOURS OF WORK

1. The employee's minimum basic work week shall not exceed 20 hours. The employee shall be assigned to a regular daily schedule, which shall be established by the Town Attorney in consultation with the employee. The employee shall not receive additional compensation for holiday pay. The employee is not entitled to earn, accrue, or be paid for overtime or compensatory time.
2. The employee shall be entitled to the same paid holidays as are set forth in the 2004-2007 CSEA collective bargaining agreement,
3. The employee shall receive no personal leave time.
4. Funeral Leave. The employee shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at the employee's option, for the death of the employee's spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.
5. Jury Service. The employee will be paid the employee's regular salary while performing jury service upon documentary proof being filed with the Town Supervisor. The employee shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee.

6. Court Appearance. The employee's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. The employee shall not lose any salary therefrom.

7. Parentage Leave. The employee shall receive a parentage leave as defined in the 2004-2007 CSEA contract, Article III, Section 5.

VACATIONS

1. The employee shall be entitled to 70 hours of vacation (February 9 to December 31) during fiscal year 2004. Any vacation time taken during the period January 1, 2004 through and including February 8, 2004 shall be charged against this annual allotment.

2. The employee, upon request, shall be paid the employee's vacation pay prior to the vacation, providing the employee shall have given three (3) weeks' notice to the Supervisor.

3. Upon retirement or termination of service, except for cause, the employee shall be compensated, in cash, for any accumulated vacation.

4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than 280 vacation hours from one year to the next. This time shall include any unused accrued vacation time credited as of December 31, 2003.

5. The employee, at the employee's option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2002-2004 Superior Officers' Contract, Article IX, Section C, except that the buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of 5.25 hours per month, up to a total accumulated sick leave of 1000 hours. After 1000 hours, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination the employee before the employee's return to work.

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of the employee's accumulated and unused sick leave to the extent of one hundred (100%) percent of the first 980 hours thereof. This time shall include any unused accrued sick time credited as of December 31, 2003.

3. The employee may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of 20 hours. No buy-out shall be permitted unless, at the time of election, the employee has accumulated at least 35 hours. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If the employee "buys-out" sick leave, the employee shall be permitted to reaccumulate sick days to a maximum of 1000 hours.

4. If the employee falls ill while on vacation then, upon presentation of a medical certificate certifying that the employee was confined to bed for more than five (5) working days during the vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or the employee's version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and advise the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

The employee shall have the right at all times to representation of the employee's choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, the employee shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances that are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

The employee may withdraw a grievance at any point in the grievance procedure.

HEALTH INSURANCE

1. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town Health Insurance Program. These plans shall also provide that the Town pays for one hundred (100%) percent coverage for the employee if the employee retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for the employee's family.

2. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan.

3. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan.

4. The employee, at the employee's option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650.00 if the employee changes from family to no coverage; \$900 if the employee changes from family to individual coverage; \$750 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$230 if the employee changes from family to no coverage; \$150 if the employee changes from family to individual coverage; \$80 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the optical coverage for a period of not less than one calendar year and receive a payment of twenty five dollars (\$25.00) during the first full pay period of each year the election is made. The employee must sign an application form each year and said application shall include an acknowledgment that the employee is covered under another plan.

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directors of an organization or agency, then the employee shall be covered by the provisions of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided the employee is otherwise eligible for coverage pursuant to the terms of those provisions.
2. If the employee is injured or assaulted in the course of employment, the employee shall receive full salary until such time as the employee's application for reinstatement to full duty status, or, in the event of permanent disability, the employee's application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If the employee is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from his sick leave for such injury. If the employee receives a compensation check for lost time due to a compensable injury, the employee shall endorse the employee's check over to the Town. The above shall apply if the employee was acting within the scope of employment.
3. A leave of absence, without pay, may be granted to the employee in the discretion of the Town Board for a maximum of six (6) months, upon written application therefore and good cause shown.
4. If the employee is absent without leave or without due notification to the Supervisor, the employee shall suffer loss of pay for the days of such absence.
5. The employee will be paid every two (2) weeks on Thursday of the latter week.
6. Upon the employee's request to examine the employee's official employment personnel file, the employee may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by the employee, but the employee shall have an opportunity to read said material and make a written reply, which shall be inserted in the personnel folder.
7. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for the employee.
8. The Town will provide a college and/or post-graduate incentive program for courses approved by the Town Board. The Town will reimburse the employee the tuition cost on a grade related basis. A grade of "A" will receive seventy five (75%) percent of the tuition cost. A grade

of "B" will receive fifty (50%) percent of the tuition cost. A grade of "C" will receive twenty five (25%) percent of the tuition cost. Payment will only be made upon submission of voucher and proof of grade.

WAGES

The employee shall receive the following annual salary: \$37.50/hour

COUNCILMAN DENSIESKI OFFERED THE RESOLUTION TO BE BROUGHT OFF THE TABLE, SECONDED BY COUNCILMAN BARTUNEK. ALL MEMBERS IN FAVOR OF UNTABLING THE RESOLUTION.

COUNCILMAN DENSIESKI OFFERED THE RESOLUTION FOR ADOPTION, WHICH WAS SECONDED BY COUNCILMAN BARTUNEK.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no			

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD

Resolution # 75

TABLED
Adopted

**SETTING TERMS AND CONDITIONS OF EMPLOYMENT
 FOR MARY HARTILL, DEPUTY TOWN ATTORNEY**

02/03/04

COUNCILMAN DENSIESKI offered the following resolution,
 which was seconded by COUNCILWOMAN SANDERS.

BE IT RESOLVED, THAT the terms and conditions of employment of Mary Hartill, part-time Deputy Town Attorney ("the employee") shall, effective January 1, 2004, be as follows:

TERM

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.
2. The employee is employed at the will of the Town Board and for no specific term or duration.

HOURS OF WORK

1. The employee's minimum basic work week shall not exceed 17.5 hours. The employee shall be assigned to a regular daily schedule, which shall be established by the Town Attorney in consultation with the employee. The employee shall not receive additional compensation for holiday pay. The employee is not entitled to earn, accrue, or be paid for overtime or compensatory time.
2. The employee shall be entitled to the same paid holidays as are set forth in the 2004-2007 CSEA collective bargaining agreement,
3. The employee shall receive no personal leave time.
4. Funeral Leave. The employee shall be entitled to four (4) consecutive working days leave of absence computed either from the day of death or the day following death, at the employee's option, for the death of the employee's spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.
5. Jury Service. The employee will be paid the employee's regular salary while performing jury service upon documentary proof being filed with the Town Supervisor. The employee shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee.

6. Court Appearance. The employee's absence by reason of appearance as a defendant or witness on behalf of the Town in any court action involving the Town will be approved by the Town Supervisor for the number of days necessary. The employee shall not lose any salary therefrom.

7. Parentage Leave. The employee shall receive a parentage leave as defined in the 2004-2007 CSEA contract, Article III, Section 5.

VACATIONS

1. The employee shall be entitled to 70 hours of vacation (January 1 to December 31) during fiscal year 2004.

2. The employee, upon request, shall be paid the employee's vacation pay prior to the vacation, providing the employee shall have given three (3) weeks' notice to the Supervisor.

3. Upon retirement or termination of service, except for cause, the employee shall be compensated, in cash, for any accumulated vacation.

4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than 280 vacation hours from one year to the next.

5. The employee, at the employee's option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2002-2004 Superior Officers' Contract, Article IX, Section C, except that the buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of 5.25 hours per month, up to a total accumulated sick leave of 1000 hours. After 1000 hours, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination the employee before the employee's return to work.

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of the employee's accumulated and unused sick leave to the extent of one hundred (100%) percent of the first 980 hours thereof.

3. The employee may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of 20 hours. No buy-out shall be permitted unless, at the time of election, the employee has accumulated at least 35 hours. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If the employee "buys-out" sick leave, the employee shall be permitted to reaccumulate sick days to a maximum of 1000 hours.

4. If the employee falls ill while on vacation then, upon presentation of a medical certificate certifying that the employee was confined to bed for more than five (5) working days during the vacation, may charge this illness to sick leave upon proper notification to the Supervisor and may take the same number of sick days as vacation days.

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or the employee's version of the facts, or any other documents that the Town Board may deem pertinent to the determination of the appeal.

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and advise the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

All discussions and hearings shall, so far as practicable, be conducted during working hours.

3. Representation.

The employee shall have the right at all times to representation of the employee's choosing.

4. Limitations.

If a grievance occurs and cannot be resolved immediately, the employee shall obey all directives and shall present the grievance as soon thereafter as practicable. Grievances that are not presented within ten (10) days of the occurrence shall be deemed to have been abandoned.

5. Withdrawn Grievances.

The employee may withdraw a grievance at any point in the grievance procedure.

HEALTH INSURANCE

1. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town Health Insurance Program. These plans shall also provide that the Town pays for one hundred (100%) percent coverage for the employee if the employee retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for the employee's family.

2. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan.

3. The Town shall pay, on the employee's behalf, one hundred (100%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan.

4. The employee, at the employee's option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650.00 if the employee changes from family to no coverage; \$900 if the employee changes from family to individual coverage; \$750 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the dental coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$230 if the employee changes from family to no coverage; \$150 if the employee changes from family to individual coverage; \$80 if the employee changes from individual to no coverage. Also, at the employee's option, the employee may elect not to accept the optical coverage for a period of not less than one calendar year and receive a payment of twenty five dollars (\$25.00) during the first full pay period of each year the election is made. The employee must sign an application form each year and said application shall include an acknowledgment that the employee is covered under another plan.

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directors of an organization or agency, then the employee shall be covered by the provisions of Public Officers Law Section 18 and Town Code Sections 15-1 and 15-2 pertaining to the defense and indemnification of officers and employees of public entities, provided the employee is otherwise eligible for coverage pursuant to the terms of those provisions.
2. If the employee is injured or assaulted in the course of employment, the employee shall receive full salary until such time as the employee's application for reinstatement to full duty status, or, in the event of permanent disability, the employee's application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If the employee is injured on the job and reports the same to the Supervisor, and has to be absent from work, no days shall be deducted from his sick leave for such injury. If the employee receives a compensation check for lost time due to a compensable injury, the employee shall endorse the employee's check over to the Town. The above shall apply if the employee was acting within the scope of employment.
3. A leave of absence, without pay, may be granted to the employee in the discretion of the Town Board for a maximum of six (6) months, upon written application therefore and good cause shown.
4. If the employee is absent without leave or without due notification to the Supervisor, the employee shall suffer loss of pay for the days of such absence.
5. The employee will be paid every two (2) weeks on Thursday of the latter week.
6. Upon the employee's request to examine the employee's official employment personnel file, the employee may be permitted to do so at the discretion of the Town Board. Any material classified as confidential shall not be subject to duplication by the employee, but the employee shall have an opportunity to read said material and make a written reply, which shall be inserted in the personnel folder.
7. To the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, the Town shall establish a deferred compensation plan for the employee.

8. The Town will provide a college and/or post-graduate incentive program for courses approved by the Town Board. The Town will reimburse the employee the tuition cost on a grade related basis. A grade of "A" will receive seventy five (75%) percent of the tuition cost. A grade of "B" will receive fifty (50%) percent of the tuition cost. A grade of "C" will receive twenty five (25%) percent of the tuition cost. Payment will only be made upon submission of voucher and proof of grade.

WAGES

The employee shall receive the following annual salary: \$33.00/hour

COUNCILMAN DENSIESKI OFFERED THE RESOLUTION TO BE BROUGHT OFF THE TABLE, SECONDED BY COUNCILWOMAN SANDERS. ALL MEMBERS IN FAVOR OF UNTABLING THE RESOLUTION.

COUNCILMAN DENSIESKI OFFERED THE RESOLUTION FOR ADOPTION, SECONDED BY COUNCILWOMAN SANDERS. ALL MEMBERS IN FAVOR OF ADOPTION OF THE RESOLUTION.

THE VOTE

Bartunek <input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders <input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass <input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski <input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Cardinale <input checked="" type="checkbox"/> yes		<input type="checkbox"/> no	

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

143
Adopted

FUND NAME		CD - 12-30-03	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ 2,450,000.00	\$ 658,271.77	\$ 3,108,271.77
POLICE ATHLETIC LEAGUE	004	\$ 12,000.00	\$ 774.50	\$ 12,774.50
TEEN CENTER	005	\$ 5,000.00	\$ -	\$ 5,000.00
RECREATION PROGRAM	006	\$ -	\$ 2,611.75	\$ 2,611.75
SR NUTRITION SITE COUNCIL	007	\$ -	\$ 108.00	\$ 108.00
D.A.R.E. PROGRAM FUND	008	\$ -	\$ 375.80	\$ 375.80
CHILD CARE CENTER BUILDING FU	009	\$ -	\$ 6,298.10	\$ 6,298.10
AG-FEST COMMITTEE FUND	021	\$ -	\$ -	\$ -
R.I.F.T.A. FUND	023	\$ -	\$ -	\$ -
TOWN BD SPECIAL PROGRAM FUN	024	\$ -	\$ -	\$ -
YOUTH COURT SCHOLARSHIP FUN	025	\$ -	\$ -	\$ -
SRS DAYCARE BUILDING FUND	027	\$ -	\$ 754.87	\$ 754.87
COMMUNITY P.E.T.S. SHELTER	028	\$ 5,000.00	\$ -	\$ 5,000.00
ANIMAL SPAY & NEUTERING FUND	029	\$ -	\$ -	\$ -
EDZ FUND	030	\$ -	\$ 2,729.20	\$ 2,729.20
HIGHWAY	111	\$ 75,000.00	\$ 75,197.75	\$ 150,197.75
WATER	112	\$ 25,000.00	\$ 61,586.26	\$ 86,586.26
REPAIR & MAINTENANCE	113	\$ 1,250,000.00	\$ -	\$ 1,250,000.00
RIVERHEAD SEWER DISTRICT	114	\$ 1,000,000.00	\$ 37,562.29	\$ 1,037,562.29
REFUSE & GARBAGE COLLECTION	115	\$ -	\$ 6,318.68	\$ 6,318.68
STREET LIGHTING	116	\$ 35,000.00	\$ 6,546.97	\$ 41,546.97
PUBLIC PARKING	117	\$ 25,000.00	\$ 2,902.76	\$ 27,902.76
BUSINESS IMPROVEMENT DISTRIC	118	\$ 5,000.00	\$ -	\$ 5,000.00
TOR URBAN DEV CORP TRUST ACC	119	\$ -	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ 50,000.00	\$ 6.03	\$ 50,006.03
CALVERTON SEWER DISTRICT	124	\$ 185,000.00	\$ 784.80	\$ 185,784.80
RIVERHEAD SCAV WASTE DISTRIC	128	\$ 5,000.00	\$ 17,760.21	\$ 22,760.21
SEWER DISTRICT FUND	130	\$ 5,000.00	\$ -	\$ 5,000.00
WORKER'S COMPENSATION FUND	173	\$ 1,200,000.00	\$ 4,305.96	\$ 1,204,305.96
HOSPITALIZATION SELF INSURANC	174	\$ -	\$ -	\$ -
RISK RETENTION FUND	175	\$ 3,250,000.00	\$ -	\$ 3,250,000.00
UNEMPLOYMENT INSURANCE FUN	176	\$ 12,000.00	\$ -	\$ 12,000.00
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ -	\$ -
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ -	\$ -	\$ -
URBAN DEVEL CORP WORKING	182	\$ -	\$ -	\$ -
RESTORE	184	\$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ 26,000.00	\$ 71.31	\$ 26,071.31
SEWER DISTRICT DEBT	382	\$ 1,025,000.00	\$ 303.49	\$ 1,025,303.49
WATER DEBT	383	\$ 25,000.00	\$ 6,926.21	\$ 31,926.21
GENERAL FUN DEBT SERVICE	384	\$ 8,700,000.00	\$ 106,752.96	\$ 8,806,752.96
SCAVENGER WASTE DEBT	385	\$ 225,000.00	\$ 293.53	\$ 225,293.53
COMM DEVEL AGENCY CAP PROJE	405	\$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ 9,892,000.00	\$ 893,342.83	\$ 10,785,342.83
EIGHT HUNDRED SERIES	408	\$ -	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -	\$ -
NUTRITION CAPITAL IMPS	441	\$ -	\$ -	\$ -
CHIPS	451	\$ 125,000.00	\$ -	\$ 125,000.00
YOUTH SERVICES	452	\$ -	\$ 2,444.05	\$ 2,444.05
SENIORS HELPING SENIORS	453	\$ -	\$ 986.07	\$ 986.07
EISEP	454	\$ -	\$ -	\$ -
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	625	\$ 100,000.00	\$ 3.82	\$ 100,003.82
MUNICIPAL GARAGE	626	\$ 110,000.00	\$ 21,656.07	\$ 131,656.07
TRUST & AGENCY	735	\$ -	\$ 550,897.72	\$ 550,897.72
SPECIAL TRUST	736	\$ 175,000.00	\$ -	\$ 175,000.00
COMMUNITY PRESERVATION FUND	737	\$ 375,000.00	\$ -	\$ 375,000.00
CDA-CALVERTON	914	\$ 1,500,000.00	\$ 7,600.18	\$ 1,507,600.18
COMMUNITY DEVELOPMENT AGEN	915	\$ -	\$ -	\$ -
JOINT SCAVENGER WASTE	918	\$ 0	\$ -	\$ -
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ -	\$ -
TOTALS		\$ 31,872,000.00	\$ 2,476,173.94	\$ 34,348,173.94

THE VOTE
 Bartunek yes no Sanders yes no
 Blass yes no Cardinale yes no
 Demieski yes no
 THE RESOLUTION WAS NOT
 THEREFORE ADOPTED

RESOLUTION # 143 offered the following Resolution which was seconded by
 Councilman Jankowski
 Councilman Bartunek

Adopt

FUND NAME		CD - NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ -	\$ -	\$ -
POLICE ATHLETIC LEAGUE	004	\$ -	\$ -	\$ -
TEEN CENTER	005	\$ -	\$ -	\$ -
RECREATION PROGRAM	006	\$ -	\$ -	\$ -
SR NUTRITION SITE COUNCIL	007	\$ -	\$ -	\$ -
D.A.R.E. PROGRAM FUND	008	\$ -	\$ -	\$ -
CHILD CARE CENTER BUILDING FU	009	\$ -	\$ -	\$ -
AG-FEST COMMITTEE FUND	021	\$ -	\$ -	\$ -
R.I.F.T.A. FUND	023	\$ -	\$ -	\$ -
TOWN BD SPECIAL PROGRAM FUN	024	\$ -	\$ -	\$ -
YOUTH COURT SCHOLARSHIP FUN	025	\$ -	\$ -	\$ -
SRS DAYCARE BUILDING FUND	027	\$ -	\$ -	\$ -
COMMUNITY P.E.T.S. SHELTER	028	\$ -	\$ -	\$ -
ANIMAL SPAY & NEUTERING FUND	029	\$ -	\$ -	\$ -
EDZ FUND	030	\$ -	\$ -	\$ -
HIGHWAY	111	\$ -	\$ -	\$ -
WATER	112	\$ -	\$ -	\$ -
REPAIR & MAINTENANCE	113	\$ -	\$ -	\$ -
RIVERHEAD SEWER DISTRICT	114	\$ -	\$ -	\$ -
REFUSE & GARBAGE COLLECTION	115	\$ -	\$ -	\$ -
STREET LIGHTING	116	\$ -	\$ -	\$ -
PUBLIC PARKING	117	\$ -	\$ -	\$ -
BUSINESS IMPROVEMENT DISTRIC	118	\$ -	\$ -	\$ -
TOR URBAN DEV CORP TRUST ACC	119	\$ -	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ -	\$ -	\$ -
CALVERTON SEWER DISTRICT	124	\$ -	\$ -	\$ -
RIVERHEAD SCAV WASTE DISTRIC	128	\$ -	\$ -	\$ -
SEWER DISTRICT FUND	130	\$ -	\$ -	\$ -
WORKER'S COMPENSATION FUND	173	\$ -	\$ -	\$ -
HOSPITALIZATION SELF INSURANC	174	\$ -	\$ -	\$ -
RISK RETENTION FUND	175	\$ -	\$ -	\$ -
UNEMPLOYMENT INSURANCE FUN	176	\$ -	\$ -	\$ -
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ -	\$ -
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ -	\$ -	\$ -
URBAN DEVEL CORP WORKING	182	\$ -	\$ -	\$ -
RESTORE	184	\$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ -	\$ -	\$ -
SEWER DISTRICT DEBT	382	\$ -	\$ -	\$ -
WATER DEBT	383	\$ -	\$ -	\$ -
GENERAL FUN DEBT SERVICE	384	\$ -	\$ -	\$ -
SCAVENGER WASTE DEBT	385	\$ -	\$ -	\$ -
COMM DEVEL AGENCY CAP PROJE	405	\$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ -	\$ -	\$ -
EIGHT HUNDRED SERIES	408	\$ -	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -	\$ -
NUTRITION CAPITAL IMPS	441	\$ -	\$ -	\$ -
CHIPS	451	\$ -	\$ -	\$ -
YOUTH SERVICES	452	\$ -	\$ -	\$ -
SENIORS HELPING SENIORS	453	\$ -	\$ -	\$ -
EISEP	454	\$ -	\$ -	\$ -
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	625	\$ -	\$ -	\$ -
MUNICIPAL GARAGE	626	\$ -	\$ -	\$ -
TRUST & AGENCY	735	\$ -	\$ 6,038,847.32	\$ 6,038,847.32
SPECIAL TRUST	736	\$ -	\$ -	\$ -
COMMUNITY PRESERVATION FUND	737	\$ -	\$ -	\$ -
CDA-CALVERTON	914	\$ -	\$ -	\$ -
COMMUNITY DEVELOPMENT AGEN	915	\$ -	\$ -	\$ -
JOINT SCAVENGER WASTE	918	\$ -	\$ -	\$ -
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ -	\$ -
02 ABSTRACTS		\$ -	\$ 6,038,847.32	\$ 6,038,847.32

THE VOTE
 Bartunek ✓ yes
 Blasz ✓ yes
 Sanders ✓ yes
 Jankowski ✓ yes
 Bartunek ✓ no
 Blasz ✓ no
 Sanders ✓ no
 Jankowski ✓ no

THE 50 YES WAS NOT
 THEREFORE DULY ADOPTED

(Councilman) Bartunek offered the following Resolution which was seconded by (Councilman) Bartunek

Adopted

FUND NAME	CD - NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001 \$ -	\$ 317,536.24	\$ 317,536.24
POLICE ATHLETIC LEAGUE	004 \$ -	\$ -	\$ -
TEEN CENTER	005 \$ -	\$ -	\$ -
RECREATION PROGRAM	006 \$ -	\$ 542.02	\$ 542.02
SN NUTRITION SITE COUNCIL	007 \$ -	\$ -	\$ -
D.A.R.E. PROGRAM FUND	008 \$ -	\$ -	\$ -
CHILD CARE CENTER BUILDING FU	009 \$ -	\$ 5.99	\$ 5.99
AG-FEST COMMITTEE FUND	021 \$ -	\$ -	\$ -
R.I.F.T.A. FUND	023 \$ -	\$ -	\$ -
TOWN BD SPECIAL PROGRAM FUN	024 \$ -	\$ -	\$ -
YOUTH COURT SCHOLARSHIP FUN	025 \$ -	\$ -	\$ -
SRS DAYCARE BUILDING FUND	027 \$ -	\$ -	\$ -
COMMUNITY P.E.T.S. SHELTER	028 \$ -	\$ 1,018.00	\$ 1,018.00
ANIMAL SPAY & NEUTERING FUND	029 \$ -	\$ -	\$ -
EDZ FUND	030 \$ -	\$ 761.52	\$ 761.52
HIGHWAY	111 \$ -	\$ 30,308.50	\$ 30,308.50
WATER	112 \$ -	\$ 46,814.75	\$ 46,814.75
REPAIR & MAINTENANCE	113 \$ -	\$ -	\$ -
RIVERHEAD SEWER DISTRICT	114 \$ -	\$ 16,038.75	\$ 16,038.75
REFUSE & GARBAGE COLLECTION	115 \$ -	\$ 4,523.27	\$ 4,523.27
STREET LIGHTING	116 \$ -	\$ 5,295.35	\$ 5,295.35
PUBLIC PARKING	117 \$ -	\$ 527.46	\$ 527.46
BUSINESS IMPROVEMENT DISTRIC	118 \$ -	\$ -	\$ -
TOR URBAN DEV CORP TRUST ACC	119 \$ -	\$ -	\$ -
AMBULANCE DISTRICT	120 \$ -	\$ 1,124.06	\$ 1,124.06
CALVERTON SEWER DISTRICT	124 \$ -	\$ 1,888.31	\$ 1,888.31
RIVERHEAD SCAV WASTE DISTRIC	128 \$ -	\$ 9,562.83	\$ 9,562.83
SEWER DISTRICT FUND	130 \$ -	\$ -	\$ -
WORKER'S COMPENSATION FUND	173 \$ -	\$ 2,878.73	\$ 2,878.73
HOSPITALIZATION SELF INSURANC	174 \$ -	\$ -	\$ -
RISK RETENTION FUND	175 \$ -	\$ 18,458.56	\$ 18,458.56
UNEMPLOYMENT INSURANCE FUN	176 \$ -	\$ 7,661.25	\$ 7,661.25
MAIN STREET REHAB PROGRAM	177 \$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178 \$ -	\$ -	\$ -
RESIDENTIAL REHAB	179 \$ -	\$ -	\$ -
DISCRETIONARY/SMALL CITIES	180 \$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181 \$ -	\$ 2,501.96	\$ 2,501.96
URBAN DEVEL CORP WORKING	182 \$ -	\$ -	\$ -
RESTORE	184 \$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381 \$ -	\$ -	\$ -
SEWER DISTRICT DEBT	382 \$ -	\$ -	\$ -
WATER DEBT	383 \$ -	\$ -	\$ -
GENERAL FUN DEBT SERVICE	384 \$ -	\$ -	\$ -
SCAVENGER WASTE DEBT	385 \$ -	\$ -	\$ -
COMM DEVEL AGENCY CAP PROJE	405 \$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406 \$ -	\$ 100,016.79	\$ 100,016.79
EIGHT HUNDRED SERIES	408 \$ -	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409 \$ -	\$ -	\$ -
NUTRITION CAPITAL IMPS	441 \$ -	\$ -	\$ -
CHIPS	451 \$ -	\$ -	\$ -
YOUTH SERVICES	452 \$ -	\$ 926.65	\$ 926.65
SENIORS HELPING SENIORS	453 \$ -	\$ 130.61	\$ 130.61
EISEP	454 \$ -	\$ 117.36	\$ 117.36
SCAVENGER WASTE CAP PROJ	470 \$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	625 \$ -	\$ 14,578.31	\$ 14,578.31
MUNICIPAL GARAGE	626 \$ -	\$ 32,472.23	\$ 32,472.23
TRUST & AGENCY	735 \$ -	\$ 31,423.33	\$ 31,423.33
SPECIAL TRUST	736 \$ -	\$ -	\$ -
COMMUNITY PRESERVATION FUND	737 \$ -	\$ -	\$ -
CDA-CALVERTON	914 \$ -	\$ 4,381.04	\$ 4,381.04
COMMUNITY DEVELOPMENT AGEN	915 \$ -	\$ -	\$ -
JOINT SCAVENGER WASTE	918 \$ -	\$ -	\$ -
CENTRAL CLEARING ACCOUNT	999 \$ -	\$ -	\$ -
TOTALS		\$ 651,493.87	\$ 651,493.87

THE VOTE
 Bartunek yes no Sanders yes no
 Blass yes no Densieski yes no
 Cardinale yes no
 THE RESOLUTION WAS WAS NOT
 THEREFORE DULY ADOPTED

02 ABSTRACTS

TOWN OF RIVERHEAD

Resolution # 77

ACCEPTS OFFER OF SALE OF DEVELOPMENT RIGHTS (William Anderson and Benson Point Realty Corp.)

COUNCILMAN BARTUNEK

_____ offered the following resolution, which was seconded

by COUNCILWOMAN SANDERS _____ :

WHEREAS, the Riverhead Farmland Preservation Committee ("the Committee") has received an offer for the sale of development rights from William Anderson and Benson Point Realty Corp., consisting of approximately 30 acres of real property located on the northerly side of Middle Road and the southerly side of Deep Hole Road, Calverton, New York, at \$32,000 per acre, further described as Suffolk County Tax Map #0600-100-2- p/o 14.2, which parcel is zoned Agriculture A; and

WHEREAS, the Committee has commissioned an appraisal of the value of development rights inherent in the subject real property; and

WHEREAS, the Committee has assessed the subject real property with respect to the criteria provided in the Agricultural Preservation Law and has formally recommended that the Town Board of the Town of Riverhead consider the purchase of development rights from this property; and

WHEREAS, the Town Board has carefully considered the merits of the offer of sale of development rights, the report of the Peconic Land Trust, the appraisal of development rights by Given Associates, the report of the Farmland Preservation Committee, the criteria set forth in the agricultural preservation law and all other pertinent planning, zoning and environmental information; and

WHEREAS, the Town Board finds that the acquisition of the development rights on the subject parcel is the best alternative for the protection of community character of all reasonable alternatives available to the Town.

NOW THEREFORE BE IT RESOLVED, that the Riverhead Town Board hereby accepts the offer of sale of development rights from the subject real property of William Anderson and Benson Point Realty Corp., pursuant to Chapter 14 and Chapter 44, Section 44-5 B(2) of the Code of the Town of Riverhead; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract for purchase of development rights from the subject property in an amount not to exceed Thirty-two thousand dollars per acre (\$32,000.00); and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to William Anderson, 251 Deep Hole Road, Calverton, NY 11501; Harold Mahoney, ESQ., 34 Willis Avenue, Mineola, NY 11501; the Farmland Preservation Committee; Peconic Land Trust, Attn: Julie Westnofske, 296 Hampton Road, P.O. Box 1776, Southampton, New York, 11968; the Planning Department; the Assessor's Office; the Tax Receiver's Office; the Accounting Office and the Office of the Town Attorney.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
			Cardinale	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED