

**SPECIAL TOWN BOARD MEETING  
AGENDA**

**PHILIP CARDINALE, Supervisor**

**November 20, 2006**

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

**Barbara Blass, Councilwoman  
John Dunleavy, Councilman**

**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**

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

**(Interim) Accounting Department  
Building Department  
Community Development  
Engineering Department  
Planning Department  
Police Department  
Recreation Department  
Senior Services  
Sanitation Department  
Sewer District  
Water Department**

**WAIVER OF NOTICE AND CONSENT  
OF SPECIAL MEETING**

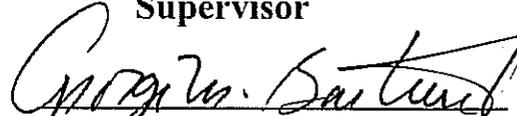
We, the Undersigned, being all members of the Riverhead Town Board of the Town of Riverhead, County of Suffolk, and State of New York, do hereby waive notice of the time, place, date and purpose of a meeting of the Town Board of the Town of Riverhead, to be held at the Town Hall, Riverhead, New York at 1:00 pm, on the 20<sup>th</sup> day of November, 2006, and do consent to the holding of such meeting for the purpose of:

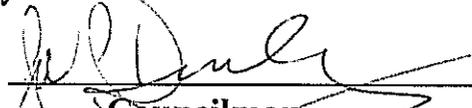
- #1048      Community Development Administrator Provisional Appointment (C. Kempner)
- #1049      Authorizes Amendment to 2007 Preliminary Budget
- #1050      Authorizes Amendment to Preliminary Budget for 2007 Funding in Ambulance District
- #1051      Adopts Town of Riverhead 2007 Annual Budget

Dated: November 20, 2006  
Media Notified by  
Supervisor

Town Board Members  
of Riverhead, New York

  
\_\_\_\_\_  
**Supervisor**

  
\_\_\_\_\_  
**Councilman**

  
\_\_\_\_\_  
**Councilman**

  
\_\_\_\_\_  
**Councilwoman**

  
\_\_\_\_\_  
**Councilman**

NOVEMBER 20, 2006

Adopted

TOWN OF RIVERHEAD

COMMUNITY DEVELOPMENT ADMINISTRATOR  
PROVISIONAL APPOINTMENT

RESOLUTION# 1048

COUNCILMAN BARTUNEK offered the following resolution

resolution, which was seconded by COUNCILWOMAN BLASS.

**WHEREAS**, the Town of Riverhead has created the position of Community Development Administrator in the Office of Community Development; and

**WHEREAS**, the Suffolk County Department of Civil Service has approved a provisional appointment because a Civil Service List does not exist; and

**WHEREAS**, this position was duly posted and advertised and all eligible applicants were interviewed and the Personnel Committee along with the Department Head has recommended one of these applicants for the position.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby ratifies the provisional appointment of Christina Kempner to the position of Community Development Administrator at Group 7 Step P effective November 20, 2006, and be it further

**RESOLVED**, that the title Community Development Administrator shall be included on the Administrative Salary Schedule for 2006 at Group 7 Step P in the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO Riverhead Unit of Suffolk Local 852 (CSEA) contract with the Town of Riverhead, and be it further

**BE IT FURTHER, RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Matt Hattorff, Christina Kempner, the Office of Community Development and the Office of Accounting.

THE VOTE

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

NOVEMBER 20, 2006

Adopted

TOWN OF RIVERHEAD

AUTHORIZES AMENDMENT TO  
2007 PRELIMINARY BUDGET

RESOLUTION # 1049

Councilwoman Blass offered the following  
resolution, which was seconded by Councilman Dunleavy.

**WHEREAS**, the Preliminary Budget requires an increase in funding for the General Fund.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby authorizes an increase in funding to allow for salary increases for the Supervisor and Town Board Members totaling \$60,000.

THE VOTE

Dunleavy  Yes  No

Bartunek  Yes  No

Blass  Yes  No

Densieski  Yes  No

Cardinale  Yes  No

NOVEMBER 20, 2006

Adopted

TOWN OF RIVERHEAD

AUTHORIZES AMENDMENT TO  
PRELIMINARY BUDGET FOR 2007 FUNDING  
IN AMBULANCE DISTRICT

RESOLUTION # 1050

Councilman Dunleavy offered the following  
resolution, which was seconded by Councilman Densieski.

**WHEREAS**, the Preliminary Budget requires an increase in funding for the Ambulance District.

**NOW THEREFORE, BE IT RESOLVED**, that the Town Board authorizes an increase of \$80,000.00 for the Riverhead Volunteer Ambulance Corps Inc. Management Services and EMS Contract.

THE VOTE

Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Bartunek <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	

Adopted

NOVEMBER 20, 2007

TOWN OF RIVERHEAD

ADOPTS TOWN OF RIVERHEAD 2007 ANNUAL BUDGET

RESOLUTION # 1051

COUNCILMAN DENSIESKI

\_\_\_\_\_ offered the following resolution,  
which was seconded by \_\_\_\_\_.

COUNCILMAN BARTUNEK

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider the adoption of the Town of Riverhead 2007 Annual Budget; and

WHEREAS, a public hearing was held on the 8<sup>th</sup> day of November, 2006 at 2:00 p.m., at Town Hall, 200 Howell Avenue, Riverhead, New York; the date, time and place specified in said public notice; and all persons wishing to be heard were heard.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Riverhead 2007 Preliminary Budget as filed with the Town Clerk on November 8<sup>th</sup>, with previously adopted changes as set forth in resolution numbers 1049 and 1050 is hereby adopted.

**THE VOTE**

Dunleavy  yes \_\_\_ no     Bartunek  yes \_\_\_ no  
 Blass  yes \_\_\_ no     Densieski  yes \_\_\_ no  
 Cardinale \_\_\_ yes  no

THE RESOLUTION  WAS \_\_\_ WAS NOT  
 THEREFORE DULY ADOPTED

November 9, 2006

# Tabled

# Adopted

11-20-2006

TOWN OF RIVERHEAD

Resolution # 1046

**ESTABLISHES TERMS & CONDITIONS OF EMPLOYMENT -**  
**CHRISTINE HUBBS**

Concilman Bartunek

offered the following resolution.

which was seconded by Councilman Dunleavy

**WHEREAS**, the Town Board wishes to establish the terms and conditions of employment of Christine Hubbs in the exempt, confidential, part-time position of Legal Secretary in the Town Attorney's office; and

**WHEREAS**, the Town desires to provide Hubbs with written terms and conditions of employment in order to enhance administrative stability and continuity within the Town, which the Town believes generally improves the quality of its overall mission; and

**WHEREAS**, the Town believes that written terms and conditions of employment are necessary to describe specifically the relationship as Hubbs employer and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the Town; and

**NOW THEREFORE BE IT RESOLVED**, the terms and conditions of employment of Walter in her exempt, confidential, part-time position as Legal Secretary in the office of the Town Attorney Riverhead, shall, effective November 13, 2006, be as follows:

20,

ARTICLE I

DURATION

1. These terms and conditions shall be effective as of November 13, 2006, and shall continue in full force and effect until and including the 30<sup>th</sup> day of June 2007, subject to the provisions of Article X, Section 8.
2. In the event that new terms and conditions are not established as of June 30<sup>th</sup>, 2007, these terms and conditions shall remain in full force and effect until new terms and conditions are established.

# Adopted

11-20-2006

Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Bartunek	<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 type="checkbox"/> yes	<input type="checkbox"/> no

THE RESOLUTION  WAS  WAS NOT THEREFORE DULY ADOPTED

# Tabled

## ARTICLE II

### RECOGNITION

1. The Town recognizes Hubb's right to bargain for the terms and conditions of her employment with the Town. Both parties acknowledge that these terms and conditions are personal to Hubbs and shall not inure to his successor. Such recognition is for the period of these terms and conditions or extensions hereof.

2. Hubbs affirms that she does not assert the right to strike against the Town, or to assist or participate in any such strike, picket, job action or any work slowdown.

3. The Town recognizes Hubb's right to designate a representative to appear on her behalf to discuss salaries, working conditions, grievances and disputes relative to these terms and conditions and to confer with Hubbs during working hours. The representatives' activities shall not disrupt the orderly and smooth operation of Town government.

## ARTICLE III

### HOURS OF WORK

1. Hubbs' basic workweek shall be 17.5 hours per week.

2. Hubbs shall be entitled to the same paid holidays as the civil service employees.

3. (a) Eight and three quarters (8.75) hours 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 Attorney. Hubbs must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which she had no prior knowledge, in which case Hubbs must notify the Town Attorney or designee of such absence. Failure to notify the Town Attorney or designee of her absence will result in loss of pay for the day's absence.

4. Funeral Leave. Hubbs 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 Hubbs' option, for the death of Hubbs' spouse, child (including adopted children), father, mother, brothers, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brothers-in-law, sister-in-law, son-in-law, or stepchild.
5. Jury Service. Hubbs will be paid his regular salary while performing jury service upon documentary proof being filed with the Town Attorney. Hubbs shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by Hubbs.
6. Court Appearance. Hubbs' 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 Attorney for the number of days necessary. Hubbs shall not lose any salary therefrom.
7. Parentage Leave. Hubbs shall receive parentage leave as defined in the 2001-2003 CSEA contract, Article III, Section 5.

#### ARTICLE IV

#### VACATIONS

1. Hubbs shall be entitled to 35 hours of vacation (January 1 to December 31), during fiscal year 2007.
2. Hubbs, upon request, shall be paid her vacation pay prior to the vacation, providing she shall have given three (3) weeks' notice to the Town Attorney.
3. Upon retirement or termination of service, except for cause, Hubbs shall be compensated, in cash, for any accumulated vacation.
4. Hubbs may carry over any unused vacation days from one (1) year into the following year, but in no event shall Hubbs carry over more than sixty (60) vacation days from one year to the next.
5. Hubbs, at her option, shall be entitled to make an election to work the current year's allotted vacation time. Hubbs must provide written notification to the Town Attorney of the exercising of this option not fewer than thirty (30) days prior to the date of which payment is requested. The Town Attorney 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 1999-2001 Superior Officers' Contract, Article IX, Section C, except buyback shall be in blocks of three days per month.

## ARTICLE V

### SICK LEAVE

1. Sick leave is absence necessitated by Hubbs illness or other physical disability. Effective January 1, 2007, Sick leave will be accumulated at the rate of 7 hours per month (twelve (12) days per year), 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, Hubbs shall, when absent because of sickness for more than three (3) days, furnish the Town Attorney, when requested, 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 of Walter before his return to work.

2. Hubbs, or his/his 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 his accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days thereof.

3. Hubbs may elect to reduce the sick time accrued under paragraph "1" (one) by filing a written election with the Town Attorney one (1) month prior to payment. Buy-out shall be in lots of ten (10) 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 Hubbs "buys-out" sick leave, she shall be permitted to re-accumulated sick days to a maximum of three hundred (300) days.

4. Hubbs, if she falls ill while on vacation, upon presentation of a medical certificate certifying she was confined to bed for more than five (5) working days during her vacation, may charge this illness to sick leave upon proper notification to the Town Attorney and may take the same number of sick days as vacation days.

## ARTICLE VI

### GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by Hubbs shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request Hubbs to submit any agreed statement of facts or her 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 Hubbs. 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.

Hubbs shall have the right at all times to representation of her own choosing.

4. Limitations.

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

5. Withdrawn Grievances.

Hubbs may withdraw a grievance at any point in the grievance procedure.

## ARTICLE VII

### PENSION AND LONGEVITY

Hubbs represents that she is a member of the New York State Employees Retirement System. As a Tier IV employee, she is a participant in Article 14 Coordinated Retirement plan.

Longevity payments shall be based on the present year's salary and the percentages shall be taken therefrom. Employees shall be paid longevity based on the following schedule:

Four percent (4%) of the total base pay after ten (10) years of service.

Six percent (6%) of the total base pay after fifteen (15) years of service.

Seven percent (7%) of the total base pay after eighteen (18) years of service.

## ARTICLE VIII

### HEALTH INSURANCE

1. The Town shall pay, on Hubbs' behalf, fifty (50%) percent of the cost of either the individual or family coverage for hospitalization under the Town Health Insurance Program, which shall be at least equal to the January 1, 1991 NYS Empire Core Plan Plus Medical and Psychiatric Enhancements. These plans shall also provide that the Town pays for one hundred (100%) percent coverage for Hubbs if she retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for her family.

2. The Town shall pay, on Hubbs' behalf, fifty (50%) 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 Hubbs' behalf, fifty (50%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan.

4. Hubbs, at her 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: One thousand six hundred fifty dollars (\$825 ) if Hubbs' changes from family to no coverage; nine hundred (\$450) if Hubbs changes from individual coverage; seven hundred fifty dollars (\$375) if Hubbs changes from individual to no coverage.

5.

## ARTICLE IX

### MANAGEMENT RIGHTS

1. Hubbs recognizes that all of the functions, rights, powers, responsibilities and authority of the Town which the Town has not specifically abridged, deleted, delegated, granted or modified by these terms and conditions

are, and shall remain exclusively those of the Town. Hubbs recognizes that the Town has the responsibility to manage the Town, direct its employees, determine the number of employees it will employ, has the right to hire, suspend, discharge, discipline, promote, demote, or transfer its employees, subject, however, to the provisions of the Civil Service Law.

Hubbs agrees, in recognition of management's rights, not to request the Town to bargain with respect to the preceding paragraph during the term of this Agreement, except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment. Any violation of these terms and conditions will be subject to the Grievance procedure.

2. Hubbs and the Town Board recognize that strikes and other forms of work stoppages by Civil Service employees are contrary to law and public policy. Hubbs and the Town Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the normal duties necessary to the operation of the Town.

Hubbs, therefore, agrees that she will not engage in a strike, work stoppage, job action or concerted refusal to perform work.

## ARTICLE X

### GENERAL PROVISIONS

1. The Town agrees to provide legal counsel, either the District Attorney or the private counsel, to defend Hubbs in any action arising out of an assault on Hubbs on Town business, and the Town hereby agrees to defend, indemnify, and hold Hubbs harmless for any and all acts performed for the Town, its agents and employees, including but not limited to preparation, certification and sealing of plans prepared exclusively for the Town, its agents and employees, provided Hubbs was acting within the scope of her employment.

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

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

4. If Hubbs is absent without leave or without due notification to the Town Attorney, she shall suffer loss of pay for the days of such absence.

5. Hubbs receive a medical examination once a year and inoculations, when necessary, at the expense of the Town and by a physician selected by the Town.

6. Hubbs will be paid every two (2) weeks on Thursday of the latter week.

7. Upon Hubbs request to examine her official employment personnel file, she 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 Hubbs, but she shall have an opportunity to read said material and makes a written reply, which shall be inserted, in her personnel folder.

8. Safety equipment necessary for the position the shall be furnished by the Town Board to Hubbs at no cost to her.

9. The Town shall make available a safe and reliable vehicle to Hubbs for her use on Town business.

10. The Town Board agrees to establishment of a chain of command. A written policy will be developed through conference and agreement of Hubbs and the Town Board. The establishment of a written policy detailing the chain of command will be completed within thirty (30) days of the signing of this Agreement.

## ARTICLE XI

### WAGES

Hubbs shall receive the following annual salary:

2006: \$21,000.00

Hubbs salary during each remaining year of these terms and conditions shall not be less than that of the preceding year.

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Christine Hubbs; Office of the Town Attorney, Accounting Department, Personnel Officer.

**THE VOTE**

Dunleavy  Yes  No      Blass  Yes  No  
Densieski  Yes  No      Bartunek  Yes  No  
Cardinale  Yes  No

Special Board Meeting - Nov. 20, 2006

Councilman Bartunek offered the resolution to be brought off the table, which was seconded by Councilman Dunleavy.

**Tabled**

**Adopted**

11-20-2006

All members in favor of untabled the resolution.

Councilman Bartunek offered the resolution for adoption, seconded by Councilman Dunleavy.

All members in favor of the adoption of the resolution.