

January 5, 2010

CDA RESOLUTIONS

CDA

**Res #1 Ratifies members and Officers of Riverhead Community
Development Agency**

REGULAR TOWN BOARD RESOLUTIONS

Res. #1 Sets Salaries of elected Officials for the Year 2010

Res. #2 Sets Salaries of General Town Employees for the Year 2010

Res. #3 Sets Salaries of Highway Department for the Year 2010

Res. #4 Sets Salaries of Police Officers for the Year 2010

Res. #5 Sets Salaries of Refuse and Garbage District for the Year 2010

Res. #6 Sets Salaries of Sewer/Scavenger Waste District for the Year 2010

Res. #7 Sets Salaries of Street Lighting District for the Year 2010

Res. #8 Sets Salaries of Water District Employees for the Year 2010

Res. #9 Sets Salaries of Various Boards for the Year 2010

Res. #10 Appoints Executive Assistant to the Supervisor

**Res. #11 Setting Terms and Conditions of Employment for Tara
McLaughlin, Executive Assistant to the Town Supervisor**

Res. #12 Appoints a Legislative Secretary to the town Supervisor's Office

**Res. #13 Setting Terms and Conditions of Employment for Carol Sclafani,
Legislative Secretary to the Town Supervisor**

Res. #14 Appoints Deputy Supervisor

- Res. #15** **Setting Terms and Conditions of Employment for Deputy Town Supervisor Jill Lewis**
- Res. #16** **Ratifies the Appointment of the Chairman of the Riverhead Planning Board**
- Res. #17** **Ratifies the Appointment of a Member to the Planning Board of the Town of Riverhead (Lyle Wells)**
- Res. #18** **Appoints a Call-In Traffic Control Specialist (Stephan Santoro)**
- Res. #19** **Ratifies the Appointment of the Chairman of the Riverhead zoning Board of Appeals (Frederick J. McLaughlin)**
- Res. #20** **Designates Banks as Official Depositories for Town Funds**
- Res. #21** **Awards Bid for Oakleigh Avenue Drainage Restoration Project**
- Res. #22** **Appoints Bond Counsel**
- Res. #23** **Approves Highway Superintendent Expenditures**
- Res. #24** **Sets Standard legal Counsel Hourly Rate**
- Res. #25** **Maintains Policy of Nondiscrimination**
- Res. #26** **Authorizes the Supervisor to Execute an Agreement with Jacqueline O’Sullivan for Board Transcribing**
- Res. #27** **Reappoints Town Historian (Georgette Case)**
- Res. #28** **Sets Towing and Storage Fees**
- Res. #29** **Appointment and Approval of the Fee Schedule for the Raynor Group, P.E. & L.S. PLLC as Consulting Engineers and Land Surveyors**
- Res. #30** **Appoints Official Newspaper**
- Res. #31** **Pays Bills**

TOWN OF RIVERHEAD

CDA Resolution # 1

Ratifies Members and Officers of Riverhead Community Development Agency

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, pursuant to Article 15-A and 15-B of the General Municipal Law, and pursuant to the Town of Riverhead Municipal Home Rule Request, Assembly Bill #6115 and Senate Bill #3418, and pursuant to Law signed by the governor on July 13, 1982, Title 116 of the General Municipal Law was enacted thereby establishing the "Town of Riverhead Community Development Agency;" and

WHEREAS, Resolution #1 (1982) – Community Development Agency of the Riverhead Community Development Agency adopted, ratified and approved By-Laws stipulating the structure and organization of the Community Development Agency; and

WHEREAS, the By-Laws of the Riverhead Community Development Agency stipulate that the Agency shall consist of five (5) members, including the Supervisor, who shall be its Chairman, and the four Town Board Members, or their respective successors to office; and

WHEREAS, the By-Laws of the Riverhead Community Development Agency further stipulate that the officers of the Agency shall be a Chairman (Supervisor), a Vice-Chairman who shall perform the duties of the Chairman in the absence or incapacity of the Chairman, and a Secretary-Treasurer who shall also be the Director; and

WHEREAS, to ensure proper functioning of the Agency, in order to undertake certain Urban Renewal activities, annual clarification of those members and officers currently serving the Riverhead Community Development Agency is appropriate; and

WHEREAS, since 1982 the CDA has operated as the economic development agency of the Town of Riverhead and as such undertook the development of the aquarium, downtown revitalization and public improvements including the Vail Leavitt restoration, pursuant to the East Main Street Urban Renewal Plan; Railroad Station restoration and urban renewal activities on Railroad Avenue, including the solicitation of the county court room expansion for Riverhead, pursuant to the Railroad Avenue Urban Renewal Plan; affordable housing and neighborhood revitalization pursuant to the Millbrook Gables Urban Renewal Plan and the acquisition and redevelopment of the Naval Weapons Industrial Reserve Plant (Calverton Enterprise Park) based on Congressional recognition of the CDA as the town's "economic development agency" in Public Law 103-c337 and pursuant to the Calverton Urban Renewal Plan; and

WHEREAS, the CDA undertook to prepare and submit an application to the New York State Empire State Development Corporation in 1997 for the designation of 1,248 acres of the Calverton Enterprise Park as an Economic Development Zone to provide significant incentives to encourage the redevelopment of this facility; and

WHEREAS, said application was approved in 1998 and the town undertook to administer the economic development zone, now known as the Calverton/Suffolk County Empire Zone, by contract between the CDA and New York State; and

WHEREAS, the CDA pursued and secured among other funding \$4.8 million in funds from the New York State Department of Transportation under the American Reinvestment and Recovery Act for rehabilitation of the Calverton Rail Spur and \$1.8 million in funds from the U.S. Department of Commerce Economic Development Administration for the extension of public water to the Calverton site to increase its economic development potential, as well as additional funding to support other site improvements.

NOW THEREFORE BE IT RESOLVED, that the current members of the Riverhead Community Development Agency are: Sean Walter, John Dunleavy, James Wooten, George Gabrielson and Jodi Giglio.

AND BE IT FURTHER RESOLVED, that the Riverhead Community Development Agency hereby appoints the following officers of the Agency: Sean Walter as Chairman, James Wooten as Vice-Chairman and Chris Kempner as Director, Secretary-Treasurer.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Wooten Yes No Dunleavy Yes No
Gabrielsen Yes No Giglio Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 1

SETS SALARIES OF ELECTED OFFICIALS FOR THE YEAR 2010

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the salaries of the following Elected Officials of the Town of Riverhead for the year 2010 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>		<u>ANNUAL SALARY</u>	<u>HOU</u>
Sean Walter	21	Town Supervisor	\$	115,147.22	
Diane Wilhelm	14	Town Clerk	\$	72,385.68	
George Woodson	27	Superintendent of Hwys	\$	81,844.41	
Richard Ehlers	15	Town Justice	\$	73,011.38	
Allen M. Smith	15	Town Justice	\$	73,011.38	
Laverne Tennenberg	29	Assessor, Chairperson	\$	81,717.85	
Mason Haas	9	Assessor	\$	72,385.56	
Paul Leszczynski	9	Assessor	\$	72,385.56	
Maryann Wowak Heilbrun	8	Receiver of Taxes	\$	69,596.86	
Jodi Giglio	43	Councilwoman	\$	47,597.49	
George Gabrielsen	43	Councilman	\$	47,597.49	
James Wooten	43	Councilman	\$	47,597.49	
John Dunleavy	43	Councilman	\$	47,597.49	

THE VOTE

Giglio Yes No Gabrielsen Yes No
 Wooten Yes No Dunleavy Yes No
 Walter Yes No

The Resolution Was Was Not
 Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution #2

SETS SALARIES OF GENERAL TOWN EMPLOYEES FOR THE YEAR 2010

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the salaries of the following employees of the Town of Riverhead for the year 2010 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
<u>ANIMAL CONTROL</u>				
Louis Coronese	10/11	Animal Control Officer II	\$ 57,008.93	
Sean McCabe	5/9A	Animal Control Officer I	\$ 50,240.41	
Victoria Cain	3/7A	Kennel Attendant	\$ 46,084.73	
Margaret Schwarz		Kennel Attendant		\$ 9.0000
Marcelaina LeCann		Kennel Attendant		\$ 9.0000
Lori Walters		Kennel Attendant		\$ 9.0000
<u>ASSESSORS</u>				
Lisa Wulffraat	9/17A	Account Clerk Typist	\$ 56,669.35	
Cheryl Hotchkiss	9/7	Sr. Assessment Clerk	\$ 45,090.69	
Loretta Trojanowksi	9/7	Sr. Assessment Clerk	\$ 45,090.69	
<u>BAY CONSTABLE</u>				
James Divan	6/14A	Bay Constable	\$ 79,554.54	
<u>BINGO INSPECTOR</u>				
Vacant	51	Bingo Inspector		\$ 10.0000
<u>BUILDING DEPARTMENT</u>				
Leroy E. Barnes, Jr.	7	Senior Building Inspector	\$ 108,945.37	
Sharon Klos	6/15A	Building Permit Coord.	\$ 81,415.54	
Sharon Klos		Deputy Building Inspector	\$ 3,400.00	
Richard E. Gadzinski	6/14A	Electrical Inspector	\$ 79,554.54	
Richard Podlas	6/12A	Building Inspector	\$ 75,832.55	
Mark Griffin	6/8A	Building Inspector	\$ 68,388.57	
Frances Friszolowski	5/9	Head Clerk	\$ 64,155.77	
Joanne Krajewski	11/12	Sr. Account Clerk Typist	\$ 53,597.98	
Susan Edwards	9/8A	Account Clerk Typist	\$ 46,744.79	
Billie Jo Jaeger	9/8	Account Clerk Typist	\$ 46,193.42	
John Wherry	37	P/T Building Inspector		\$ 30.7351
Gladys Wilson	82	P/T Clerk		\$ 16.4616

BUILDINGS & GROUNDS

Guy Cawley	15/18	Bldg. Maint. Super	\$ 71,623.32
Gary Hubbard	15/11	Maint. Mechanic V	\$ 61,962.70
Steven McKay	12/10A	Grounds Maint. Supervisor	\$ 58,325.33
Frederick Smith	7/14A	Maint. Mechanic II	\$ 58,147.30
Robert Hubbard	7/11	Maint. Mechanic II	\$ 53,951.11
Juan Ayala	7/10A	Maint. Mechanic II	\$ 53,351.66
Henryk Niedzwiecki	7/9A	Maint. Mechanic II	\$ 52,152.75
Scott Sulzer	7/8A	Maint. Mechanic II	\$ 50,953.84
Ricky Mueller	1/13	Custodial Worker I	\$ 50,109.86
David Zebrowski	7/7A	Maint. Mechanic II	\$ 49,754.92
Zygmunt Rachubka	7/6A	Maint. Mechanic II	\$ 48,556.01
Joe Ortiz	4/6A	Maint. Mechanic I	\$ 45,877.02
Gregory Polak	7/P	Maint. Mechanic II	\$ 44,359.83
Madeline Cavaluzi	1/5A	Custodial Worker I	\$ 42,107.80
Ezra Fife	3/P	Groundskeeper I	\$ 41,082.18

FIRE MARSHAL

Scott Davonski	10/4A	Chief Fire Marshal	\$ 79,331.66
David Andruszkiewicz	6/11	Fire Marshal I	\$ 73,041.06
Craig Zitek	6/6	Fire Marshal I	\$ 63,736.08
Laura Tague	9/6A	Account Clerk Typist	\$ 44,539.33

COMMUNITY DEVELOPMENT

Christine Kempner		Community Dev Admin	\$ 100,483.59
Joseph Maiorana	7/10A	Asst Comm Dev Pro Sup	\$ 77,601.30
Lizabeth Plouff	4/4	Community Dev. Program Tech.	\$ 51,015.16
Frank Messina	4/P	Grants Technician	\$ 49,429.29
Daniel Thompson	2	P/T Housing Inspector	\$ 28.3498

EISEP PROGRAM

Cynthia Trent	48	P/T Homemaker	\$ 14.4420
Nancy Swenk	48	P/T Homemaker	\$ 14.4420
Sabrina Doctor		P/T Homemaker	\$ 12.1700
Linda Carr		P/T Homemaker	\$ 12.1700

EMPIRE ZONE

Tracy Stark	7/9A	E D Z Coordinator	\$ 75,592.68
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ENGINEERING

Kenneth Testa	36	Town Engineer	\$ 119,644.84
Christine Fetten	54	Deputy Town Engineer	\$ 97,310.42
Drew Dillingham	12/P	Civil Engineer	\$ 84,433.89
Robert Hubbs	7/4A	GIS Supervisor	\$ 65,549.57
Margaret McKay	9/7A	Account Clerk Typist	\$ 45,642.06

FINANCE

William Rothaar		Chief Accountant	\$ 123,186.11
Scott Harrington		Principal Accountant	\$ 85,000.00

Lori Pipczynski	9/13	Computer Operator II	\$ 94,256.45
Janet Griffin	7/7A	Principal Account Clerk	\$ 71,575.43
Jean Miloski	7/6A	Principal Account Clerk	\$ 69,566.81
Kathleen Schroeher	9/16A	Account Clerk Typist	\$ 55,566.62
Theresa Davis	4/6A	Netwk & Sys Tech	\$ 54,979.84
Carol Del Vecchio	5/3A	Payroll Supervisor	\$ 54,658.43
Melissa Peeker	11/10A	Senior Account Clerk Typist	\$ 51,853.30
Martin Lynch	4/4A	Netwk & Sys Tech	\$ 51,808.10
Cheryl Kozakiewicz	4/4A	Budget Technician	\$ 51,808.10
Joan Mottern	11/6	Senior Account Clerk Typist	\$ 46,619.25
Rosemary Smith	8/P	Account Clerk	\$ 39,440.20

HISTORIAN

Georgette Case	1	Town Historian	\$ 5,000.00
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HUMAN RESOURCES

Meg Ferris	52	Town Personnel Officer	\$ 66,083.53
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JUVENILE AID BUREAU

Evelyn Hobson-Womack		Detective Grade II	\$ 109,725.00
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JUSTICE COURT

Roberta Morrissey	6/4A	Justice Court Director	\$ 60,944.58
Tina Reyes	12/11A	Senior Justice Court Clerk	\$ 54,550.58
Catherine Seebeck	11/4A	Justice Court Clerk	\$ 44,874.56
Brenda Sickler	11/4	Justice Court Clerk	\$ 44,293.00
Jill Hecker	11/4	Justice Court Clerk	\$ 44,293.00
Maribeth Vail	11/P	Justice Court Clerk	\$ 43,129.88
Sarah Maneral	11/P	Contingent Justice Court Clerk	\$ 43,129.88
Daniel Bennett		P/T Court Officer	\$ 20.0000
Jennifer Elfein		P/T Court Officer	\$ 20.0000
Steven Sypher		P/T Court Officer	\$ 20.0000
John Grodski		P/T Court Officer	\$ 20.0000

LEGISLATIVE

Donna Zlatniski	32	Legislative Secretary	\$ 40,542.48
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MUNICIPAL GARAGE EMPLOYEES

Richard Warner	12/19	Auto Mechanic IV	\$ 69,504.72
Timothy Zaveski	9/15A	Auto Mechanic III	\$ 61,630.83
Michael Curtis	9/5A	Auto Mechanic III	\$ 49,127.26
Janice McKenna	9/9A	Account Clerk Typist	\$ 47,847.52
Thomas Vance	8/4	Auto Mechanic II	\$ 46,405.72

PLANNING DEPARTMENT

Richard Hanley	19	Town Planning Director	\$ 111,063.25
Joseph Hall	9/14A	Environmental Planner	\$ 97,702.20
Karin Gluth	9/6A	Planner	\$ 79,324.87
Theresa Masin	7/4	Site Plan Reviewer	\$ 64,545.25
Kim Fuentes	9/7A	Account Clerk Typist	\$ 45,642.06
Jaimie Ritter	9/4A	Account Clerk Typist	\$ 42,333.87

POLICE CIVILIAN

Victoria Vourakis	5/16	Head Clerk	\$ 76,243.29	
Mary Andruszkiewicz	7/3A	Sr. Administrative Assistant	\$ 63,540.94	
Lorraine Miller	9/11A	Account Clerk Typist	\$ 50,052.97	
Pamela Cartwright	4/17A	Clerk Typist	\$ 48,017.65	
Vincent Artale	2/16A	Public Safety Dispatcher II	\$ 61,701.26	
Donald Zlatniski	1/16A	Public Safety Dispatcher I	\$ 60,575.29	
Candee Ulmet	1/14A	Public Safety Dispatcher I	\$ 58,173.00	
Erin Chester	1/11	Public Safety Dispatcher I	\$ 53,968.98	
Deborah Buyukdeniz	1/8A	Public Safety Dispatcher I	\$ 50,365.54	
Melissa Breitenbach	1/5A	Public Safety Dispatcher I	\$ 47,362.67	
Deirdre Carragher		PT Public Safety Dispatcher I		\$ 19.5100
Kathleen Vonatski		PT Public Safety Dispatcher I		\$ 19.5100
Kelly Daniels	71	Crossing Guard		\$ 16.7530
Geraldine Highland	5	Crossing Guard		\$ 11.0000
Frances Rizzuto	5	Crossing Guard		\$ 11.0000
Donald Highland	5	Crossing Guard		\$ 11.0000
James Temperino	5	Crossing Guard		\$ 11.4200
Joseph Dibrico	5	Crossing Guard		\$ 11.4200
Edward Gibbs	5	Crossing Guard		\$ 11.0000
Brian Mooney	5	Crossing Guard		\$ 11.0000
Dennis Hamill	5	Crossing Guard		\$ 11.0000
Barbara Bouchard	36	Detention Attendant		\$ 11.2000
Stephanie Egan	36	Detention Attendant		\$ 11.2000
Eileen Hattorff	36	Detention Attendant		\$ 11.2000
John Lowery	36	Detention Attendant		\$ 11.2000
William Kraemer	36	Detention Attendant		\$ 11.2000
Beatrice Oliver	36	Detention Attendant		\$ 11.2000
Steven Bishop	36	Detention Attendant		\$ 11.2000
Ramona Friend	36	Detention Attendant		\$ 11.2000
Ramona Moore	36	Detention Attendant		\$ 11.2000
Barbara Taylor	36	Detention Attendant		\$ 11.2000
Patricia Dorfer	36	Detention Attendant		\$ 11.2000
Lisa Donnelly	36	Detention Attendant		\$ 11.2000
Deborah Taylor	36	Detention Attendant		\$ 11.2000
Tracey Crump	36	Detention Attendant		\$ 11.2000
Philip Hattorff	36	Detention Attendant		\$ 11.2000
Janice Mckenna	66	Traffic Control Specialist		\$ 12.0000
William Merker	66	Traffic Control Specialist		\$ 12.0000
Wallace Smith	66	Traffic Control Specialist		\$ 12.0000
Thomas Tobin	66	Traffic Control Specialist		\$ 12.0000
Baycan Fideli	66	Traffic Control Specialist		\$ 12.0000

PURCHASING

Mary Ann Tague	7/10A	Purchasing Agent	\$ 77,601.30	
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RECREATION

Raymond Coyne	28	Superintendent of Recreation I	\$ 89,906.37	
Kelly Tocci	7/5A	Ass't. Super. Of Recreation	\$ 67,558.19	
James Janecek	4/11	Recreation Program Coordinator	\$ 62,116.27	
Colleen Fox	4/8A	Recreation Supervisor	\$ 58,151.59	
Danielle Doll	5/5A	Cultural Affairs Supervisor	\$ 58,112.00	
Thomas Filgate	4/4	Recreation Program Planner	\$ 51,015.16	
Diane Beatty	9/11A	Account Clerk Typist	\$ 50,052.97	
Doris Strange	9/11A	Account Clerk Typist	\$ 50,052.97	
Walter Breitenbach	71	P/T Guard		\$ 16.3591

Meyer Segal	71	P/T Guard	\$ 16.3591
John Nowack	95	P/T Asst Recreation Leader (Skatepark)	\$ 19.1463

REGISTRAR OF VITAL STATISTICS

Juliann O'Neill		Deputy Registrar	\$1,000.00
Muriel Froehlich		Sub-Registrar	\$ 300.00

SANITATION DEPARTMENT & YARD WASTE PROGRAM

Ronald Darling	6/7A	AEO	\$ 48,872.02
James Clarkin	3/9A	Laborer	\$ 48,308.08
Brett Kurz	3/6A	Laborer	\$ 44,973.05
Victoria Cain	71	Guard-Landfill	\$ 13.1617
Ricky Muller	71	Guard-Landfill	\$ 13.1617
Janice McKenna	71	Guard-Landfill	\$ 13.1617
Henryk Niedzweicki	71	Guard-Landfill	\$ 13.1617

SENIOR CITIZEN PROGRAMS ADMINISTRATION

Judy Doll	63	Sr. Citizen Program Director	\$ 90,647.50
Suzanne McEvoy	9/14A	Account Clerk Typist	\$ 53,361.16
Donna Trojanowski	1/3	PT Ass't Sr. Cit. Center Manager	\$ 21.1711

SENIOR CITIZEN PROGRAMS BUS OPERATIONS

Paul Binkis	4/9A	Bus Driver	\$ 40,573.66
Judith Schroeder	B/19	Driver Messenger	\$ 38,740.13
Carol O'Kula	4/7A	Bus Driver	\$ 38,712.67
David Murphy	4/4A	Bus Driver	\$ 35,921.17
Beatrice Caccioppo	4/4A	Bus Driver	\$ 35,921.17

SENIOR CITIZEN PROGRAMS NUTRITION

Ann Clinton	4/18A	Senior Cook	\$ 48,948.14
Debra Schwarz	9/9A	Senior Center Mgr	\$ 47,847.52
Margaret Brown	D/18A	Food Service Worker	\$ 41,953.13
Julianna Johnson	2/11	Cook	\$ 38,964.61
William Wilson	2/10A	Cook	\$ 38,534.03
Karen Westwood	2/4A	Senior Citizen Aide	\$ 33,367.08
Marie Vigliotti	22	P/T Clerk Typist	\$ 17.8026
Regina Rywelski	82	P/T Senior Center Aide	\$ 15.8189
Irene Robinson	64	P/T Assistant Cook	\$ 15.7857

SHARED SERVICES

Verna Campbell	2/19	Switchboard Operator	\$ 45,853.87
Linda O'Kula	88	P/T Driver Messenger	\$ 13.7628

SUPERVISOR'S OFFICE

Jill Lewis		Deputy Supervisor	\$ 74,695.20
Tara McLaughlin		Executive Assistant	\$ 74,695.20
David Cullen		Legislative Secretary	\$ 44,600.00
Carol Sclafani		Legislative Secretary	\$ 38,473.18

TAX RECEIVER'S OFFICE

Laurie Zaneski	9/7A	Account Clerk Typist	\$ 45,642.06
Laurie Zaneski		Deputy Tax Receiver	\$ 2,500.00

TEEN CENTER

Meyer Segal	82	P/T Recreation Aide (Teen Center)	\$ 16.4616
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TOWN ATTORNEY

Dawn C. Thomas	38	Town Attorney	\$ 109,474.23
Harold Steuerwald	35	Deputy Town Attorney	\$ 100,483.59
Annemarie Prudenti	33	Deputy Town Attorney	\$ 97,838.77
Daniel McCormick	61	Deputy Town Attorney	\$ 95,194.98
Kevin Macabee	12/5A	Senior Town Investigator	\$ 91,278.42
Laura Lenox	7/10	Paralegal Assistant	\$ 76,596.99
Richard Downs	7/7A	Ordinance Enf. Officer	\$ 71,575.43
Nicole Buckner	5/4	Ordinance Inspector	\$ 55,521.82
Linda McKay	4/4A	Code Compliance Coordinator	\$ 51,808.10
Christine Hubbs	62	Secretary	\$ 46,112.44
Joanne Fagan	9/6A	Account Clerk Typist	\$ 44,539.33

TOWN CLERK

Muriel Froehlich	8/14A	Sr. Clerk Typist	\$ 51,684.30
Juliann O'Neill	9/4A	Account Clerk Typist	\$ 42,333.87
Juliann O'Neill		Deputy Town Clerk Stipend	\$ 2,500.00

TRANSPORTATION ADMINISTRATION

Mark Gajowski		Deputy Super. Of Highway	\$ 77,039.42
Susan Beal	7/7	Sr. Admin. Assistant	\$ 70,571.12
Donna Testa	9/10A	Account Clerk Typist	\$ 48,950.25

SENIORS HELPING SENIORS PROGRAM

David Davis		P/T Maint. Mech I (Home Chore)	\$ 17.5000
Frederick Marsland	54	P/T Maint. Mech II (Home Chore)	\$ 20.2872

YOUTH SERVICES

Elizabeth Maccagli	4/4A	Youth Counselor	\$ 51,808.10
Donna Lyczkowski	6/12A	Executive Dir. Youth Bureau	\$ 75,832.55

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 3

SETS SALARIES OF HIGHWAY DEPARTMENT FOR THE YEAR 2010

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the salaries of the following employees of the Town of Riverhead Highway Department for the year 2010 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>		<u>ANNUAL SALARY</u>	<u>HOURLY</u>
Ronald Caffrey	12/19	Highway Main Crew Leader	\$	69,504.72	
George Grodski	12/19	Auto Mechanic IV	\$	69,504.72	
Walter O'Kula	12/19	Maintenance Mechanic IV	\$	69,504.72	
Donald Owen	12/16A	Highway Main Crew Leader	\$	66,216.66	
Jeffrey Davis	9/16A	C.E.O.	\$	62,881.19	
Benjamin Miller	9/15A	C.E.O.	\$	61,630.83	
Edward Reeve	9/15A	C.E.O.	\$	61,630.83	
Michael Zaleski	9/12A	C.E.O.	\$	57,879.76	
Waverly Atkins	9/12	C.E.O.	\$	57,254.58	
Richard Bates	9/11A	C.E.O.	\$	56,629.40	
John Niewadomski	8/14A	Maintenance Mechanic III	\$	59,205.66	
Joseph Quinn	7/15A	H.E.O.	\$	59,346.21	
William Fink	7/13	H.E.O.	\$	56,348.93	
John Apicello	7/11A	H.E.O.	\$	54,550.57	
Joseph Sheppard	6/19	A.E.O.	\$	62,479.43	
Kenneth Nagy	6/11	A.E.O.	\$	53,013.40	
Michael Smith	6/11	A.E.O.	\$	53,013.40	
Arthur Fogal	6/10A	A.E.O.	\$	52,421.78	
Gregory Atkinson	6/9A	A.E.O.	\$	51,238.52	
George Mottern	6/9A	A.E.O.	\$	51,238.52	
James Pipczynski	6/6	A.E.O.	\$	47,097.12	
Michael Argenti	6/5A	A.E.O.	\$	46,505.51	
David Arteaga	6/5A	A.E.O.	\$	46,505.51	
Jarrold Hayes	6/4A	A.E.O.	\$	45,322.26	
Christopher Lescenski	6/4A	A.E.O.	\$	45,322.26	
William Renten Jr.	6/4A	A.E.O.	\$	45,322.26	
Elrod Coach	6/4	A.E.O.	\$	44,730.63	
Andrew Dick	6/4	A.E.O.	\$	44,730.63	
Joseph Moreno	6/4	A.E.O.	\$	44,730.63	
Zebedee Williams	6/4	A.E.O.	\$	44,730.63	
Ray Bouchard	6/4	A.E.O.	\$	44,730.63	
Jeffrey Gibbs	6/P	A.E.O.	\$	43,547.38	
Christopher Bugge	6/P	A.E.O.	\$	43,547.38	
Neil D'Amara	6/P	A.E.O.	\$	43,547.38	

THE VOTE

Giglio Yes No

Gabrielsen Yes No

Wooten Yes No

Dunleavy Yes No

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 4

SETS SALARIES OF POLICE OFFICERS FOR THE YEAR 2010

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the salaries of the following employees of the Town of Riverhead for the year 2010 be and are hereby set as follows:

POLICE OFFICERS

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
David Hegermiller		Chief	\$ 161,835.95	
David Hegermiller		Emergency Services Coordinator	\$ 6,000.00	
Richard Smith		Captain	\$ 152,276.71	
David Lessard		Lieutenant	\$ 129,692.00	
Richard Boden		Lieutenant	\$ 129,692.00	
Robert Pecker		Lieutenant	\$ 129,692.00	
Joseph Loggia		Detective Sergeant	\$ 123,681.00	
Sean Egan		Sergeant	\$ 120,640.00	
Stephan Palmer		Sergeant	\$ 120,640.00	
Thomas Lessard		Sergeant	\$ 120,640.00	
Ronald Atkinson		Sergeant	\$ 120,640.00	
John Vail		Sergeant	\$ 120,640.00	
Brian Gleason		Sergeant	\$ 120,640.00	
Edward Frost		Sergeant	\$ 120,640.00	
Harry Hill		Sergeant	\$ 120,640.00	
James Lydon		Police Officer	\$ 102,863.00	
Dennis Cavanagh		Police Officer	\$ 102,863.00	
Michael Fandrey		Police Officer	\$ 102,863.00	
Emil Breitenbach		Police Officer	\$ 102,863.00	
Andrew Groneman		Police Officer	\$ 102,863.00	
Karen Scott		Police Officer	\$ 102,863.00	
Scott Wicklund		Police Officer	\$ 102,863.00	
James Frankman		Police Officer	\$ 102,863.00	
John Doscinski		Police Officer	\$ 102,863.00	
Anita Wooten		Police Officer	\$ 102,863.00	
Glenn Erick		Police Officer	\$ 102,863.00	
Jeffrey Hamilton		Police Officer	\$ 102,863.00	
Peter Troyan		Police Officer	\$ 102,863.00	
Michael Purick		Police Officer	\$ 102,863.00	
Douglas Geraci		Police Officer	\$ 102,863.00	
Kerri Fetten		Police Officer	\$ 102,863.00	
Mark Roberts		Police Officer	\$ 102,863.00	
Christopher James		Police Officer	\$ 102,863.00	
Michael Lombardo		Police Officer	\$ 102,863.00	
Michael Mowdy		Police Officer	\$ 102,863.00	
Richard Anderson, Jr.		Police Officer	\$ 102,863.00	
Michael Lojko		Police Officer	\$ 102,863.00	
Ollie Crump		Police Officer	\$ 102,863.00	

Ray Brogan	Police Officer	\$	102,863.00
Timothy McAllister	Police Officer	\$	102,863.00
Richard Oliver	Police Officer	\$	102,863.00
Charles Silleck	Police Officer	\$	102,863.00
Timothy Wilson	Police Officer	\$	102,863.00
Timothy Murphy	Police Officer	\$	102,863.00
Benjamin Goodale	Police Officer	\$	102,863.00
Dana Griffiths	Police Officer	\$	102,863.00
Richard Freeborn	Police Officer	\$	102,863.00
John Seal Jr.	Police Officer	\$	102,863.00
Jill Kubetz	Police Officer	\$	102,863.00
Charles Mauceri	Police Officer	\$	102,863.00
John Morris	Police Officer	\$	102,863.00
Edward Carey	Police Officer	\$	102,863.00
James Welsh	Police Officer	\$	102,863.00
Kevin Gradischer	Police Officer	\$	102,863.00
Charles Cichanowicz	Police Officer	\$	102,863.00
Jonathan Devereaux	Police Officer	\$	102,863.00
Brian Clements	Police Officer	\$	102,863.00
Christopher Parkin	Police Officer	\$	102,863.00
Dino Isgro	Police Officer	\$	102,863.00
Allan Schule	Police Officer	\$	90,156.00
Matthew Mudzinski	Police Officer	\$	90,156.00
Patrick Mcdermott	Police Officer	\$	90,156.00
Kim Holt	Police Officer	\$	77,450.00
Patrick Lennon	Police Officer	\$	77,450.00
William Keegan	Police Officer	\$	77,450.00
Eric Cohen	Police Officer	\$	77,450.00
Daniel Gluck	Police Officer	\$	77,450.00
Eric Lipinsky	Police Officer	\$	64,743.00
William Bianco	Police Officer	\$	64,743.00
Jessica Steimel	Police Officer	\$	64,743.00
Michael Carrieri	Police Officer	\$	64,743.00
Raymond Laporte	Police Officer	\$	56,413.00
Taleb Adlah	Police Officer	\$	56,413.00

DETECTIVES

Robert Boden	Detective Grade I	\$	110,882.00
Timothy Hubbard	Detective Grade I	\$	110,882.00
Dixon Palmer	Detective Grade I	\$	110,882.00
Robert Haley	Detective Grade I	\$	110,882.00
Frank Hernandez III	Detective Grade I	\$	110,882.00
Michael Henry	Detective Grade II	\$	109,725.00
Patrick Waski	Detective Grade III	\$	108,639.00
David Freeborn	Detective Grade III	\$	108,639.00
Mark Stromski	Detective Grade III	\$	108,639.00
Michael Schmidt	Detective Grade III	\$	108,639.00

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 5

SETS SALARIES OF REFUSE AND GARBAGE FOR THE YEAR 2010

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the salaries of the following employees of the Town of Riverhead for the year 2010 be and are hereby set as follows:

EMPLOYEE	GROUP/STEP	TITLE	ANNUAL SALARY	HOURLY
John Reeve	10	Sanitation Supervisor	\$ 90,989.97	
Gina Chew	9/9	Account Clerk Typist	\$ 47,296.15	

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 6

SETS SALARIES OF SEWER SCAVENGER WASTE DISTRICT FOR THE YEAR 2010

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that the salaries of the following employees of the Town of Riverhead for the year 2010 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>% RS/SCA/CS</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
Michael Reichel	44/44/12	39	Wastewater Dist. Super.	\$ 89,624.20	
Michael Reichel			Calverton Sewer Super	\$ 20,400.98	
Michael Reichel			License Stipend	\$ 5,000.00	
Timothy Allen	100/0/0		Asst Wastewater Dist. Super.	\$ 82,502.32	
Richard Bokinz	100/0/0	16/19	Sr Wastewater Tmt Plt Oper II	\$ 74,036.78	
Matthew Hattorff	100/0/0	17/18	WW Tmt Plant Oper 3A	\$ 73,797.43	
Lindsay Reeve	0/100/0	16/18	Sr Wastewater Tmt Plt Oper II	\$ 72,643.27	
Michael Lech	100/0/0	17/12A	WW Tmt Plant Oper 3A	\$ 66,010.11	
Warren Alexander	0/100/0	14/11A	Wastewater Tmt Plant Oper II	\$ 61,623.30	
John Arrigo	0/100/0	14/10	Wastewater Tmt Plant Oper II	\$ 59,590.07	
Douglas Attridge	0/100/0	14/9	Wastewater Tmt Plant Oper II	\$ 58,234.58	
Glenn Magee	100/0/0	7/13A	Maintenance Mechanic II	\$ 56,948.39	
Christopher Schroeher	100/0/0	8/11A	Maintenance Mechanic III	\$ 55,548.53	
Robert Helupka	100/0/0	14/5A	Wastewater Tmt Plant Oper II	\$ 53,490.39	
Michael Maffia	100/0/0	8/9	Maintenance Mechanic III	\$ 52,500.93	
Jill Sollazzo	50/50	9/8A	Account Clerk Typist	\$ 46,744.79	
Robert Smith	100/0/0	7/P	Maintenance Mechanic II	\$ 44,359.83	
Robert Obie	0/100/0	50	P/T Clerk		\$ 12.8526

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution #7

SETS SALARIES OF STREET LIGHTING DISTRICT FOR THE YEAR 2010

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

RESOLVED, that the salaries of the following employees of the Town of Riverhead for the year 2010 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
Leisa Sollazzo	7/12	Senior Administrative Asst.	\$ 80,614.24	
Michael Commins	15/11A	Electrical Services Supervisor	\$ 62,652.74	
Dennis Krupski	7/6A	Maint. Mechanic II	\$ 48,556.01	
William Merker	7/6A	Maint. Mechanic II	\$ 48,556.01	
James Smith	7/5A	Maintenance Mechanic II	\$ 47,357.10	

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 8

SETS SALARIES OF WATER DISTRICT FOR THE YEAR 2010

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, that the salaries of the following employees of the Town of Riverhead for the year 2010 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURLY</u>
Gary Pendzick	20	Water Dist Superintendent	\$ 128,576.74	
Mark Conklin	25	Asst. Water Superintendent	\$ 94,350.16	
Michael Benedict	17/18	Sr. Water Trmt. Plant Oper IB	\$ 73,797.43	
Thomas Kruger	17/18	Sr. Water Trmt. Plant Oper IB	\$ 73,797.43	
Chester Majeski	12/19	Maintenance Mechanic IV	\$ 69,504.72	
Paul Bokee	15/16	Water Treatment Plant Oper IIB	\$ 68,863.14	
Charles Leja	14/15	Water Maint. Crew Leader	\$ 66,367.49	
Maureen Lynn	11/19	Sr. Account Clerk Typist	\$ 61,739.84	
John Letson	15/10	Water Treatment Plant Oper IIB	\$ 60,582.61	
Arnold Wulffraat	15/9A	Water Treatment Plant Oper IIB	\$ 59,892.56	
Jason Hubbard	15/8A	Water Treatment Plant Oper IIB	\$ 58,512.47	
Lynn Barauskas	9/19	Account Clerk Typist	\$ 58,323.45	
Brian Gablenz	15/5A	Water Treatment Plant Oper IIB	\$ 54,372.21	
John Kellar	15/5A	Water Treatment Plant Oper IIB	\$ 54,372.21	
Frank Wallis	7/5A	Maintenance Mechanic II	\$ 47,357.10	
James Schunk	7/4	Maintenance Mechanic II	\$ 45,558.74	
Alan Hatcher	7/4	Maintenance Mechanic II	\$ 45,558.74	

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 9

SETS SALARIES OF VARIOUS BOARDS FOR THE YEAR 2010

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the salaries of the following employees of the Town of Riverhead for the year 2010 be and are hereby set as follows:

<u>EMPLOYEE</u>	<u>GROUP/STEP</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>HOURS</u>
<u>ACCESSORY APARTMENT REVIEW BOARD</u>				
Charles Funda		Member- Chair	\$ 2,400.00	
Felicia Wilson		Member	\$ 2,400.00	
Anne Curtis		Member	\$ 2,400.00	
Linda Hulse		Member	\$ 2,400.00	
John Hubbard		Member	\$ 2,400.00	
<u>ARCHITECTURAL REVIEW BOARD</u>				
Richard Searles		Member- Chair	\$ 2,500.00	
Roy Sokoloski		Member - Vice Chair	\$ 2,500.00	
Judy Jacunski		Board Member	\$ 2,500.00	
Robert Haynal		Board Member	\$ 2,500.00	
Gary Jacquemin		Board Member	\$ 2,500.00	
<u>ASSESSMENT REVIEW BOARD</u>				
Marjoie Acevedo		Member	\$ 1,000.00	
Judy O'Connell		Member	\$ 1,000.00	
Vacant		Member	\$ 1,000.00	
Chair To Be Determined			\$ 100.00	Stipend
<u>CONSERVATION ADVISORY COUNCIL</u>				
Sean M. McCabe, Sr.		Member-Chair	\$ 970.00	
George Woodhull		Member - Vice Chair	\$ 770.00	
Robert Kujawski		Member	\$ 770.00	
James Cain		Member	\$ 770.00	
Mary Lamont		Member	\$ 770.00	
Duane Lewin		Member	\$ 770.00	
Anacletus Galasso		Member	\$ 770.00	

PLANNING BOARD

Richard O'Dea	Member-Chair	\$	12,000.00
Joseph Baier	Member-Vice Chair	\$	9,750.00
Lyle Wells	Member	\$	9,000.00
Louis Boschetti	Member	\$	9,000.00
Edward Densieski	Member	\$	9,000.00

ZONING BOARD OF APPEALS

Fred Mclaughlin	Member-Chair	\$	8,000.00
Brenda Prusinowski	Member-Vice Chair	\$	6,500.00
Charles Sclafani	Member	\$	6,000.00
Otto Wittmeier	Member	\$	6,000.00
Rose Sanders	Member	\$	6,000.00

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

JANUARY 5, 2010

ADOPTED

TOWN OF RIVERHEAD

RESOLUTION #10

APPOINTS EXECUTIVE ASSISTANT TO THE SUPERVISOR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Supervisor's Office has a vacancy of Executive Assistant.

NOW, THEREFORE, BE IT RESOLVED, that Tara McLaughlin is hereby appointed to the exempt position of Executive Assistant effective January 1, 2010.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 11**SETTING TERMS AND CONDITIONS OF EMPLOYMENT
FOR TARA MCLAUGHLIN, EXECUTIVE ASSISTANT TO
THE TOWN SUPERVISOR**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

BE IT RESOLVED, that the terms and conditions of employment of Tara McLaughlin ("the employee"), Executive Assistant to the Town Supervisor shall, effective January 1, 2010, 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 2008-2010 CSEA collective bargaining agreement,

3. (a) Five (5) days of personal leave will be granted per annum.

(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 2008-2010 CSEA contract, Article III, Section 5.

VACATIONS

1. The employee shall be entitled to 15 working days' of vacation per annum (January 1 to December 31).

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 2008-2011 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 one and one-quarter days per month (fifteen [15] 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 fifty (50) 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 for use in the event of illness, but those days may not be reaccumulated for payment purposes.

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 McLaughlin's behalf, seventy-five (75%) percent of the cost of either the individual or family coverage for hospitalization under the Town's Health Insurance Program. The Town shall pay for one hundred (100%) percent coverage for McLaughlin 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.

If McLaughlin and spouse are currently receiving (or are eligible to receive) family health benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual or no coverage will be entitled to the health insurance buy-out. The employee may reinstate coverage in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

At retirement, the former employee who is otherwise eligible for family retiree health insurance coverage through the Town but for the operation of this provision shall continue to be ineligible for family retiree health insurance coverage through the Town. However, during retirement, the former employee may reinstate his/her own family health insurance coverage, if the former employee has dependents as defined in the Plan, in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

In the event that McLaughlin's employment with the Town should terminate, she shall have the option, at her own expense, to participate in the Town Health Insurance Program, consistent with applicable laws, rules and regulations.

The service requirement for receipt of health insurance in retirement shall be ten consecutive years of service with the Town, and McLaughlin must either (1) be employed by the Town on the last date immediately prior to retirement into the NYSERS; or (2) have been employed by the Town as her last public sector employer, and have continuously self-paid her health insurance premiums to, and remained enrolled in, the Town's health insurance plan between the last date of service with the Town and the date of vesting and receipt of benefits from the NYSERS, whichever is applicable, as set forth in the NYSERS Rules and Regulations (Part 256).

2. The Town shall pay, on McLaughlin's behalf, seventy-five (75%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan. If McLaughlin and spouse are currently receiving (or are eligible to receive) family dental insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the dental insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

3. The Town shall pay, on McLaughlin's behalf, seventy-five (75%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan. If McLaughlin and spouse are currently receiving (or are eligible to receive) family optical insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the optical insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

4. The Town will offer a Universal Life Insurance policy, a disability insurance policy and/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 for 2009 was \$4,692.59. 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 three (3) 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:

Effective January 1, 2010: \$74,695.20

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

JANUARY 5, 2010

ADOPTED

TOWN OF RIVERHEAD

RESOLUTION #12

APPOINTS A LEGISLATIVE SECRETARY TO THE TOWN SUPERVISOR'S OFFICE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Supervisor's Office has a vacancy for a Legislative Secretary.

NOW, THEREFORE, BE IT RESOLVED, that Carol Sclafani is hereby appointed to the exempt position of Legislative Secretary effective January 1, 2010.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 13

**SETTING TERMS AND CONDITIONS OF EMPLOYMENT
FOR CAROL SCLAFANI, LEGISLATIVE SECRETARY TO
THE TOWN SUPERVISOR**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

BE IT RESOLVED, that the terms and conditions of employment of Carol Sclafani ("the employee"), Legislative Secretary to the Town Supervisor shall, effective January 1, 2010, 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. In addition, the employee will not be entitled to utilize any type of paid leave during the employee's first three months of employment with the Town.
2. The employee shall be entitled to the same paid holidays as are set forth in the 2008-2010 CSEA collective bargaining agreement,
3. (a) Five (5) days of personal leave will be granted per annum.

(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 2008-2010 CSEA contract, Article III, Section 5.

VACATIONS

1. The employee shall be entitled to 10 working days' of vacation per annum (January 1 to December 31).

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 fifteen (15) 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. 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 one and one-quarter days per

month (fifteen [15] 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 fifty (50) 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 for use in the event of illness, but those days may not be reaccumulated for payment purposes.

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 Sclafani's behalf, seventy-five (75%) percent of the cost of either the individual or family coverage for hospitalization under the Town's Health Insurance Program. The Town shall pay for one hundred (100%) percent coverage for Sclafani 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.

If Sclafani and spouse are currently receiving (or are eligible to receive) family health benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual or no coverage will be entitled to the health insurance buy-out. The employee may reinstate coverage in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

At retirement, the former employee who is otherwise eligible for family retiree health insurance coverage through the Town but for the operation of this provision shall continue to be ineligible for family retiree health insurance coverage through the Town. However, during retirement, the former employee may reinstate his/her own family health insurance coverage, if the former employee has dependents as defined in the Plan, in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

In the event that Sclafani's employment with the Town should terminate, she shall have the option, at her own expense, to participate in the Town Health Insurance Program, consistent with applicable laws, rules and regulations.

The service requirement for receipt of health insurance in retirement shall be ten consecutive years of service with the Town, and Sclafani must either (1) be employed by the Town on the last date immediately prior to retirement into the NYSERS; or (2) have been employed by the Town as her last public sector employer, and have continuously self-paid her health insurance premiums to, and remained enrolled in, the Town's health insurance plan between the last date of service with the Town and the date of vesting and receipt of benefits from the NYSERS, whichever is applicable, as set forth in the NYSERS Rules and Regulations (Part 256).

2. The Town shall pay, on Sclafani's behalf, seventy-five (75%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan. If Sclafani and spouse are currently receiving (or are eligible to receive) family dental insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the dental insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

3. The Town shall pay, on Sclafani's behalf, seventy-five (75%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan. If Sclafani and spouse are currently receiving (or are eligible to receive) family optical insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the optical insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

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 three (3) 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.

WAGES

The employee shall receive the following annual salary:
Effective January 1, 2010: \$38,473.18

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No
The Resolution Was Was Not
Thereupon Duly Declared Adopted

JANUARY 5, 2010

ADOPTED

TOWN OF RIVERHEAD

RESOLUTION #14

APPOINTS DEPUTY SUPERVISOR

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

WHEREAS, the Supervisor's Office has a vacancy of Deputy Supervisor.

NOW, THEREFORE, BE IT RESOLVED, that Jill Lewis is hereby appointed to the exempt position of Deputy Supervisor effective January 1, 2010.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 15**SETTING TERMS AND CONDITIONS OF EMPLOYMENT
FOR DEPUTY TOWN SUPERVISOR JILL LEWIS**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

BE IT RESOLVED, that the terms and conditions of employment of Deputy Town Supervisor Jill Lewis ("the employee") shall, effective January 1, 2010, 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 2008-2010 CSEA collective bargaining agreement,
3. (a) Five (5) days of personal leave will be granted per annum.

(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 2008-2010 CSEA contract, Article III, Section 5.

VACATIONS

1. The employee shall be entitled to 15 working days' of vacation per annum (January 1 to December 31).

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 2008-2011 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 one and one-quarter days per month (fifteen [15] 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 fifty (50) 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 for use in the event of illness, but those days may not be reaccumulated for payment purposes.

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 Lewis' behalf, seventy-five (75%) percent of the cost of either the individual or family coverage for hospitalization under the Town's Health Insurance Program. The Town shall pay for one hundred (100%) percent coverage for Lewis 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.

If Lewis and spouse are currently receiving (or are eligible to receive) family health benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual or no coverage will be entitled to the health insurance buy-out. The employee may reinstate coverage in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

At retirement, the former employee who is otherwise eligible for family retiree health insurance coverage through the Town but for the operation of this provision shall continue to be ineligible for family retiree health insurance coverage through the Town. However, during retirement, the former employee may reinstate his/her own family health insurance coverage, if the former employee has dependents as defined in the Plan, in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

In the event that Lewis' employment with the Town should terminate, she shall have the option, at her own expense, to participate in the Town Health Insurance Program, consistent with applicable laws, rules and regulations.

The service requirement for receipt of health insurance in retirement shall be ten consecutive years of service with the Town, and Lewis must either (1) be employed by the Town on the last date immediately prior to retirement into the NYSERS; or (2) have been employed by the Town as her last public sector employer, and have continuously self-paid her health insurance premiums to, and remained enrolled in, the Town's health insurance plan between the last date of service with the Town and the date of vesting and receipt of benefits from the NYSERS, whichever is applicable, as set forth in the NYSERS Rules and Regulations (Part 256).

2. The Town shall pay, on Lewis' behalf, seventy-five (75%) percent of the cost of either the individual or family plan for dental coverage under the Riverhead Town Dental Plan. If Lewis and spouse are currently receiving (or are eligible to receive) family dental insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the dental insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

3. The Town shall pay, on Lewis' behalf, seventy-five (75%) percent of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan. If Lewis and spouse are currently receiving (or are eligible to receive) family optical insurance benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage or no coverage will be entitled to the optical insurance buy-out. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buy-out of the individual coverage.

4. The Town will offer a Universal Life Insurance policy, a disability insurance policy and/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 for 2009 was \$4,692.59. 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 three (3) 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:

Effective January 1, 2010: \$74,695.20

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 16

RATIFIES THE APPOINTMENT OF THE CHAIRMAN OF THE RIVERHEAD PLANNING BOARD

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

BE IT

RESOLVED, effective January 1, 2010, Richard M. 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 M. O'Dea, the Planning Board, the Planning Department and the Office of Accounting.

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio Yes No Gabrielsen Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 17

**RATIFIES THE APPOINTMENT OF A MEMBER TO THE
PLANNING BOARD OF THE TOWN OF RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

BE IT

RESOLVED, effective January 1, 2010, Lyle Wells is hereby appointed as a member of the Town of Riverhead Planning Board for a term of five (5) years through December 31, 2014, and

BE IT FURTHER

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Lyle Wells, the Planning Department, the Planning Board and the Office of Accounting.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 18

APPOINTS A CALL-IN TRAFFIC CONTROL SPECIALIST

Councilman Wooten offered the following resolution,
which was seconded by Councilman Gabrielsen

WHEREAS, the need for a Call-In Traffic Control Specialist exists in the Riverhead Town Police Department; and

WHEREAS, the recommendation of a suitable candidate has been made by the Chief of Police and the Personnel Officer.

NOW, THEREFORE, BE IT RESOLVED, that effective January 6, 2010 this Town Board hereby appoints Stephan Santoro III to the position of Call-In Traffic Control Specialist at the hourly rate of \$12.00.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 19

**RATIFIES THE APPOINTMENT OF THE CHAIRMAN OF THE
RIVERHEAD
ZONING BOARD OF APPEALS**

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

BE IT

RESOLVED, effective January 1, 2010, Frederick J. McLaughlin 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 copy of this resolution to Frederick J. McLaughlin, the Zoning Board of Appeals, the Planning Department and the Office of Accounting.

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio Yes No Gabrielsen Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

1/5/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 20

DESIGNATES BANKS AS OFFICIAL DEPOSITORIES FOR TOWN FUNDS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, pursuant to Town Law, Section 64(9), it is provided that the Town Board shall designate, by written resolution, banks or trust companies as official depositories.

NOW, THEREFORE, BE IT RESOLVED, that for a period of one (1) year effective January 1, 2010, Suffolk County National Bank, Capital One, JP Morgan Chase Bank, Citibank, and Citi Smith Barney, be, and are hereby, designated as official depositories for the Town of Riverhead.

BE IT FURTHER RESOLVED, that all accounts be collateralized subject to the approval of the Town Board with memoranda of agreement; and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD**Resolution # 21****AWARDS BID FOR OAKLEIGH AVENUE DRAINAGE RESTORATION PROJECT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk was authorized to publish and post a Notice to bidders for the Oakleigh Avenue Drainage Restoration Project; and

WHEREAS, seven (7) bids were received, opened and read aloud on the 5th day of November, 2009 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York; and

WHEREAS, the Engineering Department applied for and received a 50% matching grant from the Suffolk County Water Quality Protection and Restoration Program.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Oakleigh Avenue Drainage Restoration Project be and is hereby awarded to DF Stone Contracting, Ltd., in the amount of Two Hundred Thirty Seven Thousand Seven Hundred Seventy Six & 25/100 (\$237,776.25); and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Clerk to return any and all bid bonds received in connection with the above; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Supervisor to execute an agreement for the Oakleigh Avenue Drainage Restoration Project; and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Engineering Department to secure a Town of Riverhead purchase order from the Purchasing Department in the amount listed above; and

BE IT FURTHER RESOLVED, that the Town Clerk forward a copy of this resolution to Bill Thomas, President, DF Stone Contracting, Ltd., 1230 Station Road, Medford, NY 11763; and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

1/5/10

ADOPTED

TOWN OF RIVERHEAD

Resolution # 22

APPOINTS BOND COUNSEL

Councilman Wooten offered the following resolution,
which was seconded by Councilman Gabrielsen

RESOLVED, that Orrick, Herrington & Sutcliffe LLP is hereby reappoints as Bond Counsel to the Town of Riverhead and that the Town Board hereby approves the attached rate schedule.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

ORRICK, HERRINGTON & SUTCLIFFE LLP

GENERAL OBLIGATION FEE SCHEDULE

FOR

TOWN OF RIVERHEAD, NEW YORK

BOND ANTICIPATION NOTES

<u>Principal Amount</u>	<u>Fee</u>
Up to \$ 999,999	\$1,000
\$1,000,000 to \$1,999,999	\$1,000 plus 60 cents per \$1,000 on amount over \$1,000,000
\$2,000,000 to \$2,999,999	\$1,500 plus 50 cents per \$1,000 on amount over \$2,000,000
\$3,000,000 to \$3,999,999	\$2,000 plus 45 cents per \$1,000 on amount over \$3,000,000
\$4,000,000 and up	\$2,500 plus 40 cents per \$1,000 on amount over \$4,000,000
<i>PLUS</i>	\$750 for review of Official Statement, if any, and \$200 for Material Events or Continuing Disclosure certification, and \$200 for Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects. (These are broken out as they may or may not be applicable.)

Note: There is a one time charge of \$300 for the drafting of any bond resolution. No incidental expenses. No out of pocket charges – no add-ons. No other fees period.

CASH FLOW FINANCINGS

Budget Notes:	Base fee \$450 plus 45 cents per \$1,000.
RANs:	Base fee \$395, plus 40 cents per \$1,000 for the first \$10,000,000, 35 cents per \$1,000 thereafter.
TANs:	Base fee \$395 plus 40 cents per \$1,000 for the first \$10,000,000, 35 cents per \$1,000 thereafter.
<i>PLUS</i>	\$750 for review of Official Statement.
<i>PLUS</i>	\$200 for Material Events or Continuing Disclosure certification.

DOCS\71.1182091.1

BOND ISSUES (PUBLIC SALE)

\$3,000 base fee *PLUS* (if applicable):

- 1) \$750 Review of Official Statement.
- 2) \$200 Review of bond insurance documents.
- 3) \$200 Continuing Disclosure certification (SEC compliance work).
- 4) \$200 for Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects (federal tax compliance work).
- 5) \$1.00/\$1,000 principal amount of the issue.

Note: There is a one time charge of \$300 for the drafting of any bond resolution. No incidental expenses. No out of pocket charges - no add-ons. No other fees period.

Example: \$4,000,000 publicly sold insured serial bond issue - - \$3,000 base plus \$4,000 (\$1/\$1,000) plus \$1,350 (insurance, Official Statement, continuing disclosure and tax work) = \$8,350. No other charges (except \$300 for drafting bond resolution earlier).

SERIAL BOND ISSUES LESS THAN \$1,000,000 (PRIVATE SALE)

The same fee schedule and billing procedure set forth for Bond Issues (Public Sale) shall apply for bond issues with a principal amount of less than \$1,000,000 sold at private sale, except that the base fee shall be \$1,500 for issues sold on a non-competitive basis (hence, no Notice of Bond Sale) and \$2,000 for issues sold on a competitive basis (necessitating a Notice of Bond Sale).

SERIAL BOND ISSUES \$1,000,000 AND OVER (NEGOTIATED SALE)

Same as for public sale with the exception of the elimination of the base fee charged and the addition of a negotiated-in-advance hourly \$ rate for time expended in connection with documents, conferences and other matters relating to issue. Caps to be established in advance.

STATUTORY INSTALLMENT BONDS

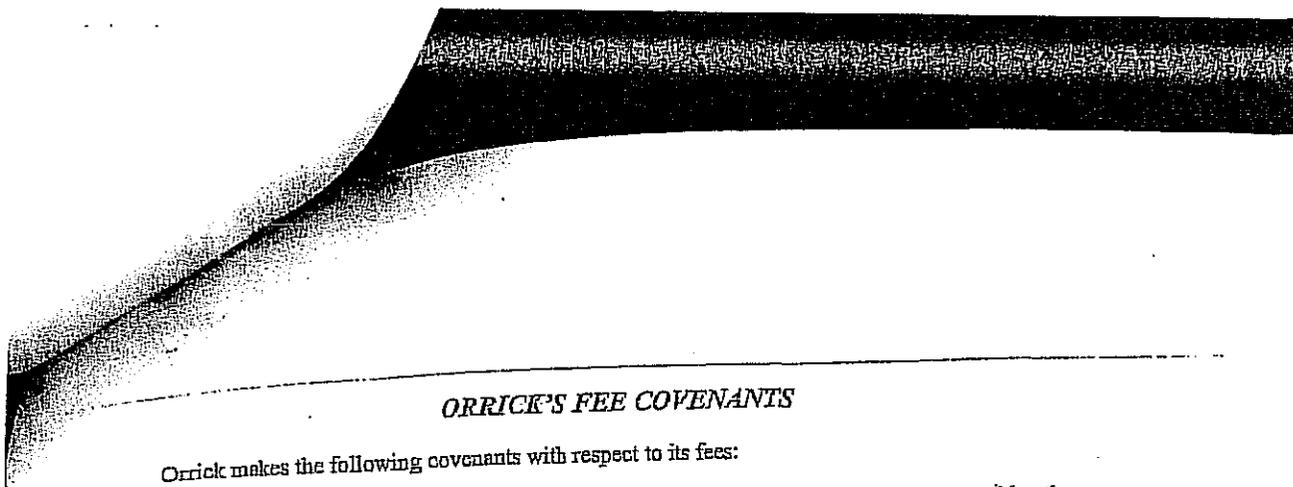
\$900 base fee, and \$1/\$1,000 principal amount of issue.

Note: There is a one time charge of \$300 for the drafting of any bond resolution. No incidental expenses. No out of pocket charges - no add-ons. No other fees period.

* * * * *

Our fee schedule is designed simply so that you can figure out in advance what your bond counsel legal fees are likely to be for any annual cycle of borrowings, something you cannot do with hourly fees, or fee schedules which state (or fail to state) that incidental or other expenses will be added.

* * * * *



ORRICK'S FEE COVENANTS

Orrick makes the following covenants with respect to its fees:

- 1) Orrick will not share any portion of its fees with any other professionals engaged by the Issuer in connection with the proposed financing and
- 2) Orrick will not share in the fees of any other professionals engaged by the issuer in connection with the proposed financing.

Douglas E. Goodfriend
Thomas E. Myers
Orrick, Herrington & Sutcliffe LLP
666 Fifth Avenue
New York, New York 10103
Telephone: (212) 506-5000
Fax: (212) 506-5151

Adopted

TOWN OF RIVERHEAD

Resolution # 23

APPROVES HIGHWAY SUPERINTENDENT EXPENDITURES

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, New York State Highway Law §142(1)(a) provides that the Town Highway Superintendent may, with approval of the Town Board, purchase equipment, tools and other implements to be used for highway maintenance, construction, reconstruction and/or snow removal; and

WHEREAS, New York State Highway Law §142(1)(a) also provides that the Town Board may authorize the Highway Superintendent to purchase equipment, tools and other implements without prior approval; and

WHEREAS, the Superintendent of Highways has requested Town Board authorization to spend up to \$75,000.00 for equipment, tools and implements without prior Town Board approval in order to provide an opportunity to purchase used equipment at state, county and municipal auctions and other such equipment, tools and implements to be used for highway maintenance, construction, reconstruction and/or snow removal, with the condition that all such purchases comply with New York State General Municipal Law §103

NOW THEREFORE BE IT RESOLVED that the Superintendent of Highways be and is hereby authorized to spend up to \$75,000.00 for equipment, tools and other implements at any time without prior approval of the Town Board; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio Yes No Gabrielsen Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

1/5/09

ADOPTED

TOWN OF RIVERHEAD

Resolution # 24

SETS STANDARD LEGAL COUNSEL HOURLY RATE

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Board wishes to establish an overall not to exceed hourly rate for all outside legal counsel.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board sets an overall not to exceed hourly rate for all outside legal counsel of \$175.00/hour unless another resolution of this Town Board approves a higher rate for specific counsel.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

JANUARY 5, 2010

ADOPTED

TOWN OF RIVERHEAD

RESOLUTION #25

MAINTAINS POLICY OF NONDISCRIMINATION

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, pursuant to United States Code Title 42, Section 6101 et seq., Section 200d, and Title 29, Section 794, it is required that a formal policy of nondiscrimination be established for the Town of Riverhead.

NOW, THEREFORE, BE IT RESOLVED, that the following policy of nondiscrimination be, and hereby is, established:

No person shall, on the grounds of race, color, national origin, sex, religion, age or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by Federal funds.

The Town of Riverhead has designated the following person as the contact to coordinate efforts to comply with this requirement:

**Sean M. Walter
Town Supervisor, Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901-2596
Telephone: 631-727-3200
Monday –Friday: 8:30 A.M. to 4:30 P.M.**

BE IT FURTHER RESOLVED, that the Town Clerk be, and hereby is, directed to publish a copy of the above policy of nondiscrimination in the January 14, 2010 issue of the official newspaper and to post same on the signboard in Town Hall.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 26

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH JACQUELINE O'SULLIVAN FOR BOARD TRANSCRIBING

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

NOW THEREFORE BE IT RESOLVED, that the Town board of the Town of Riverhead hereby authorizes the Town Supervisor to enter into an agreement with Jacqueline O'Sullivan for the performance of transcribing the minutes of various boards within the Town of Riverhead, effective January 1,2009 through December 31,2009; and,

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution and attached agreement to Jacqueline O'Sullivan; and,

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio Yes No Gabrielsen Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
CONTRACT AGREEMENT**

THE PARTIES HERETO AGREE AS FOLLOWS:

THIS AGREEMENT ENTERD INTO the 1st day of January, 2010 by and between the Town of Riverhead, a municipal corporation its principal place of business at 200 Howell Avenue, Riverhead, New York 11901 (Hereinafter referred to as the party of the first part) and Jacqueline O'Sullivan of 232 Christopher Court, Medford, NY 11763

WITNESSETH:

The parties hereto agree as follows:

WHEREAS, the Town of Riverhead wishes to engage the services of Jacqueline O'Sullivan, Stenographer, who will personally provide stenographic services to the various boards; and

WHEREAS, Jacqueline O'Sullivan has agreed to perform services as a Stenographer to the various boards;

NOW THEREFORE, IT IS AGREED AS FOLLOWS: Jacqueline O'Sullivan does hereby agree to transcribe minutes of the Town Board Meetings, Grievances and Special Town Board Meetings at the rate of \$3.50 per page and supply the Town of Riverhead with an e-mailed copy of the typed minutes of each meeting.

The terms of agreement shall be from January 1, 2010 through December 31, 2010.

IN WITNESS WHEREOF, the parties hereto have executed this agreement of the day of and year first above written.

TOWN OF RIVERHEAD

BY: _____
Sean Walter
Town Supervisor

BY: _____
Jacqueline O'Sullivan

JANUARY 5, 2010

ADOPTED

TOWN OF RIVERHEAD

RESOLUTION #27

REAPPOINTS TOWN HISTORIAN

Councilman Gabrielsen offered the following resolution,

which was seconded by Councilwoman Giglio

BE IT RESOLVED, that Georgette Case be, and is hereby, re-appointed to the position of Town Historian for the year 2010 at an annual salary of \$5,000.00 to be paid biweekly.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen Yes No

Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Was Not

Thereupon Duly Declared Adopted

1/5/09

ADOPTED

TOWN OF RIVERHEAD

Resolution # 28

SETS TOWING AND

STORAGE FEES

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

RESOLVED, Section 101-22 of the Riverhead town Code requires the Town Board to set fees for the towing and storage of abandoned vehicles.

NOW, THEREFORE, BE IT FURTHER RESOLVED, effective January 1, 2010, the Town Board of the Town of Riverhead, hereby established the following fee schedule, applicable only to the town-operated tow truck and storage area:

Fee for Towing	\$375.00 Flat
Fee for Storage	\$ 35.00 Per

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the E-Cabinet and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gabrielsen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Walter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was Was Not
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 29

RE: Appointment and Approval of the Fee Schedule for The Raynor Group, P.E. & L.S. PLLC as Consulting Engineers and Land Surveyors

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Raynor Group, P.E. & L.S. PLLC has submitted a fee schedule for consulting engineering and land surveying services to the Riverhead Town Board and Riverhead Planning Board for the year 2010, and

WHEREAS, the fee schedule submitted by the Raynor Group, P.E. & L.S. PLLC is determined to be acceptable, now

THEREFORE BE IT

RESOLVED, that the Raynor Group, P.E. & L.S. PLLC is hereby appointed by the Town Board as consulting engineers and land surveyors to the Riverhead Planning Board, and

BE IT FURTHER

RESOLVED, that the attached fee schedule of The Raynor, Group, P.E. & L.S. PLLC is hereby approved for the year 2010, and

BE IT FURTHER

RESOLVED, that copies of this resolution be forwarded to Planning Department, Accounting Department and the Raynor Group, P.E. & L.S. PLLC, P.O. Box 720, Water Mill, New York, 11976.

THE VOTE

Wooten Yes No Dunleavy Yes No
Giglio Yes No Gabrielsen Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

1/5/09

ADOPTED

TOWN OF RIVERHEAD

Resolution # 30

APPOINTS OFFICIAL NEWSPAPER

Councilman Wooten offered the following resolution,

which was seconded by Councilman Gabrielsen

RESOLVED, that pursuant to Section 64(1) of New York State Town Law, the Town Board of the Town of Riverhead hereby designates the Official Newspaper of the Town of Riverhead to be the News Review; and

RESOLVED, that pursuant to Section 64(1) of New York State Town Law, The New York Times, Newsday, The News Review and The Community Journal are hereby designated as official publications for the Town of Riverhead; and

BE IT FURTHER RESOLVED, that the Town Clerk be, and hereby is, authorized to forward a certified copy of this resolution to The News Review, PO Box 1500 Mattituck, NY 11952; The New York Times, 229 W 34th St. NY, NY 10036; Newsday, 235 Pinelawn Rd. Melville, NY 11747 and P.O. Box 619, Wading River, New York 11792.

THE VOTE

Giglio Yes No Gabrielsen Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Adopted

RESOLUTION #31 ABSTRACT #09-52 December 30, 2009 (TBM 12/31/09)					
Councilman Gabrielsen offered the following Resolution which was seconded by Councilwoman Giglio.					
FUND NAME		12/28/2009	12/30/09 CHECKRUN	12/31/09 CHECKRUN	GRAND TOTALS
GENERAL FUND	1	9,199.54	6,787,831.36	1,460.00	6,798,490.90
RECREATION PROGRAM FUND	6		5,684.96		5,684.96
TOWN BOARD SPECIAL PROGRAM FUN	24		219.15		219.15
ECONOMIC DEVELOPMENT ZONE FUND	30	61.55	3,639.52		3,701.07
HIGHWAY FUND	111	184.65	119,406.11		119,590.76
WATER DISTRICT	112	2,355.54	44,356.32	179,594.40	226,306.26
RIVERHEAD SEWER DISTRICT	114	203.92	173,513.78		173,717.70
REFUSE & GARBAGE COLLECTION DI	115	61.55	29,109.85		29,171.40
STREET LIGHTING DISTRICT	116	184.65	6,856.68		7,041.33
BUSINESS IMPROVEMENT DISTRICT	118		4,182.15		4,182.15
CALVERTON SEWER DISTRICT	124		763.95		763.95
RIVERHEAD SCAVANGER WASTE DIST	128	123.10	8,708.28		8,831.38
WORKERS' COMPENSATION FUND	173	3,559.36	48,995.99		52,555.35
RISK RETENTION FUND	175	2,590.18	1,181,127.36		1,183,717.54
CDBG CONSORTIUM ACOUNT	181	80.82	650.76		731.58
SEWER DISTRICTS DEBT SERVICE	382		892,627.36		892,627.36
WATER DISTRICT DEBT SERVICE	383				
GENERAL FUND DEBT SERVICE	384		5,443,040.75	124,556.88	5,567,597.63
SCAVANGER WASTE DISTRICT DEBT	385		122,340.56		122,340.56
COMMUNITY DEVELOPMENT AGENCY C	405		1,787.50		1,787.50
WATER IMPROVEMENT CAPITAL PROJ	409		24.59		24.59
LOCAL ST & HIGHWAY CAP PROJECT	451				
SENIORS HELP SENIORS CAP PROJ	453			625.02	625.02
TRUST & AGENCY	735		2,966,403.72		2,966,403.72
SPECIAL TRUST	736	68,917.13	60,765.10		129,682.23
COMMUNITY PRESERVATION FUND	737		1,705,109.07		1,705,109.07
CENTRAL CLEARING ACCT	999			4,132.20	4,132.20
TOTAL ALL FUNDS		87,521.99	19,607,144.87	310,368.50	20,005,035.36

THE VOTE: Giglio, Yes; Gabrielsen, Yes; Wooten, Yes; Dunleavy, Yes; Walter, Yes;
The Resolution was Adopted