

**WAIVER OF NOTICE AND CONSENT
OF SPECIAL MEETING OF THE TOWN BOARD OF PUBLIC HEARING**

We, the Undersigned, being all members of the Riverhead Town Board of the Town of Riverhead, County of Suffolk, and State of New York, do hereby waive notice of the time, place, date and purpose of a meeting of the Town Board of the Town of Riverhead, to be held at the Town Hall, Riverhead, New York at 12:30 p.m. on the 24th day of February, 2004 and do consent to the holding of such meeting for the purpose of:

Taking the following tabled resolution for vote:

- #159 **Authorizes the Supervisor to Execute Distribution Agreements for Vitagrants**

- #160 **Authorizes the Supervisor to Execute a Lease Extension Agreement between East End Arts Council and the Town of Riverhead**

Vote on the following resolutions:

- #163 **Authorizes the Supervisor to Execute a Lease Agreement Between East End Arts Council and the Town of Riverhead**

- #164 **Setting Terms and Conditions of Employment for Legislative Secretary**

- #165 **Ratifies the Publication of Bid for One 1980 Walters Snowfighter or equal for Use by the Highway Department**

- #166 **Authorizes Valerie Martin, Esq. as hearing officer in the matter of a disciplinary proceeding against a Town Employee**

- #167 **Extension of Contract Between the Riverhead Ambulance District and Riverhead Volunteer Ambulance Corps, Inc.**

And any and all other matters that may come before the Board.

Media Notified by Supervisor's Office

News Review, Suffolk Life, Traveler-
Watchman, Newsday, WRIV, North Fork
Independent, Newsday & Community
Journal

of Riverhead, New York

Philip J. Gardinella

Supervisor

John J. Santucci

Councilman

George M. Santucci

Councilman

Rose Sanders

Councilwoman

Barbara Mass

Councilwoman

SPECIAL BOARD MEETING:
24, 2004

February

The Special Board Meeting was called to order by Supervisor Cardinale at 1:20 p.m.

Present: Supervisor Cardinale
Councilman Densieski
Councilman Bartunek
Councilwoman Blass
Councilwoman Sanders

Also Present: Town Clerk, Barbara Grattan

Supervisor Cardinale: Called the meeting to order at 1:20 p.m.

RESOLUTION NO. 129 (Tabled February 18, 2004 Town Board Meeting)

AUTHORIZES THE SUPERVISOR TO EXECUTE DISTRIBUTION AGREEMENTS FOR VITAGANT

Councilwoman Blass offered the resolution to be brought off the table, seconded by **Councilman Densieski.**

The **VOTE:** Bartunek, yes, Sanders, Blass, yes, Densieski, yes, and Cardinale, yes.

The resolution was thereupon declared to be brought off the table.

Councilwoman Blass offered the resolution for adoption, seconded by **Councilwoman Sanders.**

The **VOTE:** Bartunek, yes, Sanders, yes, Blass, yes, Densieski, yes, and Cardinale, yes.

The resolution was thereupon declared to be duly **ADOPTED.**

RESOLUTION NO. 160

EXTENSION **AUTHORIZES THE SUPERVISOR TO EXECUTE A LEASE**

AGREEMENT BETWEEN EAST END ARTS COUNCIL AND THE TOWN OF RIVERHEAD

Councilman Densieski offered the resolution to be **WITHDRAWN**, seconded by **Councilwoman Sanders**.

The **VOTE**: Bartunek, yes, Sanders, yes, Blass, yes, Densieski, yes, and Cardinale, yes. The resolution was thereupon declared to be duly **WITHDRAWN**.

RESOLUTION NO. 163

AGREEMENT **AUTHORIZES THE SUPERVISOR TO EXECUTE A LEASE**
RIVERHEAD **BETWEEN EAST END ARTS COUNCIL AND THE TOWN OF**

Councilwoman Blass offered the resolution for adoption, seconded by **Councilwoman Sanders**.

The **VOTE**: Bartunek, yes, Sanders, yes, Blass, yes, Densieski, yes, and Cardinale, yes. The resolution was thereupon declared to be duly **ADOPTED**.

RESOLUTION NO. 164

SETTING TERMS AND CONDITIONS OF EMPLOYMENT FOR LEGISLATIVE SECRETARY

Councilman Bartunek offered the resolution for adoption, seconded by **Councilwoman Blass**.

The **VOTE**: Bartunek, yes, Sanders, yes, Blass, yes, Densieski, yes, and Cardinale, yes. The resolution was thereupon declared to be duly **ADOPTED**.

RESOLUTION NO. 165

RATIFIES THE PUBLICATION OF BID FOR ONE 1980 WALTERSSNOWFIGHTER OR EQUAL FOR USE BY THE HIGHWAY DEPARTMENT

Councilwoman Sanders offered the resolution for adoption, seconded by

Councilman Densieski.

The **VOTE**: Bartunek, yes, Sanders, yes, Blass, yes, Densieski, yes, and Cardinale, yes. The resolution was thereupon declared to be duly **ADOPTED.**

RESOLUTION NO. 166

OFFICER

AUTHORIZES VALERIE MARVIN, ESQ. AS HEARING
IN THE MATTER OF A DISCIPLINARY PROCEEDING
AGAINST A TOWN EMPLOYEE

Councilwoman Blass offered the resolution for adoption, seconded by **Councilman Densieski.**

The **VOTE**: Bartunek, yes, Sanders, yes, Blass, yes, Densieski, yes, and Cardinale, yes. The resolution was thereupon declared to be duly **ADOPTED.**

RESOLUTION NO. 167

EXTENSION OF CONTRACT BETWEEN THE RIVERHEAD
AMBULANCE DISTRICT AND RIVERHEAD VOLUNTEER
AMBULANCE CORP. INC.

Councilwoman Bartunek, offered the resolution for adoption, seconded by **Councilwoman Sanders.**

The **VOTE**: Bartunek, yes, Sanders, yes, Blass, yes, Densieski, yes, and Cardinale, yes. The resolution was thereupon declared to be duly **ADOPTED.**

There being no more business on motion and vote, the meeting adjourned at 1:26 p.m.

Barbara Grattan

Town Clerk

2/24/2004

Adopted

TOWN OF RIVERHEAD

Resolution # 163

AUTHORIZES THE SUPERVISOR TO EXECUTE A LEASE AGREEMENT BETWEEN EAST END ARTS COUNCIL AND THE TOWN OF RIVERHEAD

COUNCILWOMAN BLASS

offered the following resolution, was seconded by

COUNCILWOMAN SANDERS :

WHEREAS, the Town Board executed an agreements with East End Arts Council dated May 31, 1997 which agreement leased Benjamin and Davis-Corwin houses to the East End Arts Council for a five year period ending December 31, 2001; and

WHEREAS, by Resolution #434 dated May 1, 2001, the Town Board had extended the Lease Agreement through December 31, 2007; and

WHEREAS, the East End Arts Council and the Town Board of the Town of Riverhead wish to modify the terms and conditions of the aforementioned Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute a lease agreement to extend the current lease through February 28, 2019. All other terms and conditions of the Lease Agreement are to remain in full force and effect; and be it further

RESOLVED, that the Town Clerk is hereby directed to deliver a certified copy of this resolution to the Town Supervisor, the own Attorney and the East End Arts Council, 133 East Main Street, Riverhead, New York, 11901.

THE VOTE

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

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD

Resolution # 164

SETTING TERMS AND CONDITIONS OF EMPLOYMENT FOR LEGISLATIVE SECRETARY

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

BE IT RESOLVED, THAT the terms and conditions of employment of Christine Ackley, Legislative Secretary, shall, effective Feb. 23, 2004, be as follows:

TERM

- 1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.
2. This 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 shall not be entitled to utilize any type of paid leave time 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 2004-2007 CSEA collective bargaining agreement,

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

(b) Personal leave may not be accumulated and must be used within the calendar year earned, except that unused personal days at the end of each year shall be converted to sick time and may be used as sick time, subject to all the rules and pertaining to sick time.

(c) Personal leave must be approved by the Town Supervisor. The employee must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which the employee had no prior knowledge, in which case the employee must notify the Town Supervisor or designee of such absence. Failure to notify the Town Supervisor or designee of the absence will result in loss of pay for the day's absence.

THE VOTE
Bartunek [checked] yes ___ no Sanders [checked] yes ___ no
Blass [checked] yes ___ no Densieski [checked] yes ___ no
Cardinale [checked] yes ___ no

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

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

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

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

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

VACATIONS

1. The employee shall be entitled to 70 hours of vacation (May 23 to December 31) during fiscal year 2004.

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

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

4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than 105 vacation hours from one year to the next.

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

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of 1.25 days per month 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 hours thereof.

3. The employee may elect to reduce the sick time accrued under paragraph "1" one by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of ten (10) sick days. No buy-out shall be permitted unless, at the time of election, the employee has accumulated at least twenty (20) sick days. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work year. If the employee "buys-out" sick leave, the employee shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days.

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

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

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

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

2. Time of Hearings.

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

3. Representation.

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

4. Limitations.

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

5. Withdrawn Grievances.

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

HEALTH INSURANCE

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

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

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

WAGES

The employee shall receive the following annual salary:

Feb. 23, 2004 - \$34,000(prorated)

Adopted

329

02/24/2004

TOWN OF RIVERHEAD

RESOLUTION # 165

RATIFIES THE PUBLICATION OF BID FOR ONE 1980 WALTERS SNOWFIGHTER OR EQUAL FOR USE BY THE HIGHWAY DEPARTMENT

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

RESOLVED, that the Town Clerk of the Town of Riverhead has been authorized to advertise for sealed bids for ONE 1980 WALTERS SNOWFIGHTER OR EQUAL for use by the Town of Riverhead Highway Department, and be it

RESOLVED, that the specifications and forms for bidding be prepared by the Superintendent of Highways, and all bids to be returnable up to 11:05 A.M. on March 8, 2004, and be it further

RESOLVED, that the Town Clerk of the Town of Riverhead has been authorized to open publicly and read aloud on March 8, 2004 at 11:05 A.M. at the Town Clerk's Office, Town Hall, 200 Howell Avenue, Riverhead, New York, all sealed bids bearing the designation "BID ON ONE 1980 WALTERS SNOWFIGHTER OR EQUAL".

THE VOTE

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

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

NOTICE TO BIDDERS

*
Sealed bids for "ONE 1980 WALTERS SNOWFIGHTER OR EQUAL" for the use of the Riverhead Highway Department will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York 11901 until 11:05 A.M. on MARCH 8, 2004.

Instructions for bidders, specifications and forms may be obtained at the office of the Town Clerk at the Town Hall Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M.

All bids will be submitted on the bid form provided. Any and all exceptions to the specifications will be listed on a separate sheet of paper bearing the designation "Exceptions to the Specifications", and attached to the bid form.

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

All bids will be submitted in a sealed envelope bearing the designation "BID on ONE 1980 WALTERS SNOWFIGHTER OR EQUAL".

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
BARBARA A. GRATTAN, TOWN CLERK

2/24/04

Adopted

TOWN OF RIVERHEAD

Resolution # 166

AUTHORIZES VALERIE MARVIN, ESQ. AS HEARING OFFICER IN THE MATTER OF A DISCIPLINARY PROCEEDING AGAINST A TOWN EMPLOYEE

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

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes Valerie Marvin, Esq. as a hearing officer to consider disciplinary charges against a Town employee and suspending that employee without pay pursuant to the terms of the CSEA Collective Bargaining Agreement; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to the Riverhead Town Board; John J. Hansen, Financial Administrator; C.S.E.A.; Richard K. Zuckerman, Esq. and the Town Attorney.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
 Blass yes ___ no Denisieski yes ___ no
 Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

2/24/04

TOWN OF RIVERHEAD

Resolution # 167

EXTENSION OF CONTRACT BETWEEN THE RIVERHEAD AMBULANCE DISTRICT AND RIVERHEAD VOLUNTEER AMBULANCE CORPS., INC.

COUNCILMAN BARTUNEK offered the following resolution, was seconded by

COUNCILWOMAN SANDERS :

WHEREAS, The Town of Riverhead Ambulance District entered into an agreement with the Riverhead Volunteer Ambulance Corps., Inc. on May 3rd, 2001, to provide ambulance services to the Ambulance District for the years 2001, 2002 and 2003; and

WHEREAS, both parties continue to negotiate the terms of a new contract but wish to make certain that there is no lapse in the services provided; and

WHEREAS, the parties have informally agreed to extend the existing contract upon the same terms as set forth therein until March 19, 2004.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute a contract extension with the Riverhead Volunteer Ambulance Corps. on the terms as set forth above; and

BE IT FURTHER RESOLVED that the Town Clerk be and hereby is directed to forward a copy of this resolution to the Supervisor, Director of Accounting, Town Attorney and the Riverhead Ambulance Corps.

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