

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

February 1, 2005

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

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

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

ELECTED OFFICIALS

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

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

DEPARTMENT HEADS

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

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

Call to Order and Salute to the Flag

CONGRATULATIONS

DIANE WILHELM,

EMPLOYEE OF THE YEAR

AND

SUE MC EVOY,

EMPLOYEE OF THE QUARTER

Approves minutes of January 19th. 2005

Blass

Offered the minutes to be approved, which

was seconded by

Boutwell

S. Yes

REPORTS

Receiver of Taxes: Total Collections to Date: \$49,750,634.54

Police Dept.: Monthly report for December, 2004

Juvenile Aid Bureau: 2004 Annual Report

Sewer Dist.: Discharge Monitoring for December, 2004

Tax Receiver: Annual Utility Collections Report for 2004

APPLICATIONS

Site Plans: CAPS Realty Holdings-Eastern Wholesale
Fence

Riverhead Commons-development of a 45,081
sq.ft. "Sports Authority" retail store.

Robert Brown-additions to existing house and
Garage. Construction of new barn

Special Permit: David & Mary Andruszkiewicz-
Convert existing garage to accessory apt.

CORRESPONDENCE

Gene Greaves: Re: Crown Sanitation/Industrial B Zoning

Fred & Serena
Moehring: Re: The removal of tree leaves from
Property located at Park Road.

11 postcards: Re: The approval of the plan of Vintage
Square

PUBLIC HEARINGS:

7:05 p.m.

The Consideration of a Local Law amending Chapter 48 entitled, "Beaches & Recreation Centers".

7:10 p.m.

The Consideration of a Local Law to amend Chapter 108 Article XA Business F District (Manufacturers Outlet Center Overlay Zone)

PUBLIC COMMENT ON ANY RESOLUTIONS LISTED BELOW:
COMMUNITY DEVELOPMENT AGENCY MEETING:

- #4 Authorizes Town Clerk to Publish and Post Public Notice Soliciting Proposals
- #5 Authorizes the Chairman to execute an Agreement with Riverhead Enterprises for the Purchase of a Portion of the Real Property Adjacent to the Suffolk Theatre

REGULAR TOWN BOARD MEETING:

- #78 2005 Recreation Improvements Project Budget Adoption
- #79 2005 Justice Court Metal Detection Equipment Project Budget Adoption
- #80 General Fund Budget Adjustment
- #81 Bus Shelter Improvement Project Budget Adoption
- #82 Accepts Cash Security of Cellular Telephone Company D/B/A AT&T Wireless – Cherry Creek (LIN Cellular Communications)
- #83 Accepts Resignation of Planner
- #84 Accepts Resignation of Water Treatment Plant Operator Trainee
- #85 Approves Chapter 90 Application of Cooley's Anemia Foundation Inc.
- #86 Approves Chapter 90 Application of East End Olds Club (Car Show & Swap Meet)
- #87 Approves Chapter 90 Application of Wading River Civic Association (Duck Pond Day)
- #88 Approves Reduction of Performance Bond of NF Golf Resorts A/K/A Reeves Farms

- #89 Approves the Mission Statement and Enforcement Protocols for the Fire Protection and Code Enforcement Division**
- #90 Authorizes Attendance at the Government Finance Officers Association Annual Conference**
- #91 Authorizes Registration Fee Schedule for Police Athletic League (P.A.L.) Programs for Year 2005**
- #92 Authorizes (2) Sewer District Employees to Attend a Tour**
- #93 Authorizes Stipends for the Conservation Advisory Council**
- #94 Authorizes Submission of Application to the New York State Affordable Housing Corporation (AHC) for Funding to Support the Town of Riverhead Home Improvement Program**
- #95 Authorizes Supervisor to Enter into an Agreement with the Riverhead Business Improvement District Management Association, Inc.**
- #96 Authorizes the Supervisor to Execute an Agreement between ENERNOC Inc. and the Town of Riverhead**
- #97 Authorizes the Supervisor to Execute an Agreement between Long Island Lighting Company D/B/A LIPA (LIPA) and the Town of Riverhead**
- #98 Authorizes Town Clerk to Publish and Post a Notice of Public Meetings Schedule for the Farmland Select Committee**
- #99 Authorizes Town Clerk to Publish and Post a Notice of Public Meetings Schedule for the Open Space Committee**
- #100 Authorizes Town Staff to Assist Riverhead Central School District with Safe Routes to Schools Program**
-
- #101 Authorizes Supervisor to Execute Contract with Architectural Firm (Gates, Hafen and Cochrane)**

- #102 Awards Bid for Food
 - #103 Awards Bid for Janitorial Supplies
 - #104 Appoints a P/T Guard to the Riverhead Recreation Department (Kim Hasty)
 - #105 Ratifies an Appointment of a P/T Recreation Aide for Youth Sports to the Riverhead Recreation Department (Kim Hasty)
 - #106 Authorization to Publish Advertisement for Proposals for South Jamesport Beach Food Concession
 - #107 2004 Benjamin Corwin Carriage House Improvement Project Budget Adjustment
 - #108 Authorizes the Supervisor to Execute Drainage Easement Agreement between Town of Riverhead and Robert J. Andrews (Sound Avenue, Calverton)
 - #109 Approves Stipulation of Settlement
 - #110 Authorizes Supervisor to Execute Contract Agreement (Leroy Barnes)
 - #111 Authorizes Supervisor to Execute Contract Agreement (Michael Reichel)
 - #112 Authorizes Supervisor to Execute Contract Agreement (John Reeve)
 - #113 Authorizes Supervisor to Execute Contract Agreement (Gary Pendzick)
 - #114 Authorizes Supervisor to Execute Contract Agreement (Andrea Lohneiss)
 - #115 Authorizes Supervisor to Execute Contract Agreement (Mark Conklin)
-

- #116 Authorizes Supervisor to Execute Contract Agreement
(Ron Caffrey)
 - #117 Authorizes Supervisor to Execute Contract Agreement
(Rick Hanley)
 - #118 Authorizes Supervisor to Execute Contract Agreement
(John J. Hansen)
 - #119 Authorizes Supervisor to Execute Contract Agreement
(David Carrick)
 - #120 Authorizes Supervisor to Execute Contract Agreement
(Ken Testa)
 - #121 Authorizes Supervisor to Execute Contract Agreement
(Dave Cullen)
 - #122 Sense of the Board of the Town of Riverhead's Opposition
to the Broadwater Energy Proposal
 - #123 Order Calling Public Hearing – Extension No. 75,
Riverhead Water District, Calverton Water Extension
 - #124 Appoints Maintenance Mechanic II in the Buildings &
Grounds Department (Dennis Krupski)
 - #125 Pays Bills
 - #126 Authorizes the Supervisor to Execute an Agreement with the
Council for the Vail-Leavitt Music Hall, Inc.
-

FEBRUARY 1, 2005

Adopted

TOWN OF RIVERHEAD

2005 RECREATION IMPROVEMENTS PROJECT

BUDGET ADOPTION

RESOLUTION # 78

COUNCILMAN DENSIESKI

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

BE IT RESOLVED, that the Supervisor be, and is hereby, authorized to establish the following budget adoption:

	<u>FROM</u>	<u>TO</u>
406.095031.481900.70055 TRANSFER FOR PARK & REC.	\$16,000	
406.071100.524200.70055 PARKS EQUIPMENT - AED		\$16,000

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

FEBRUARY 1, 2005

TOWN OF RIVERHEAD

'05 JUSTICE COURT METAL DETECTION EQUIPMENT PROJECT

BUDGET ADOPTION

RESOLUTION # 79

COUNCILWOMAN SANDERS

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

BE IT RESOLVED, that the Supervisor be, and is hereby, authorized to establish the following budget adoption:

	<u>FROM</u>	<u>TO</u>
406.016230.492200.40119 NYS AID (OCA)	\$5,000	
406.016230.524231.40119 METAL DETECTION EQUIPMENT		\$5,000

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

FEBRUARY 1, 2005

Adopted

TOWN OF RIVERHEAD

GENERAL FUND

BUDGET ADJUSTMENT

RESOLUTION # 80

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by COUNCILMAN BARTUNEK

BE IT RESOLVED, that the Supervisor be, and is hereby, authorized to establish the following budget adjustment:

	<u>FROM</u>	<u>TO</u>
001.000000.390599 APPROPRIATED FUND BALANCE	\$30,000	
001.016230.543975 POLICE/COURT BLDG SECURITY SERVICES		\$30,000
001.016230.542500 POLICE/COURT BLDG, SUPPLIES & SERVICES	2,000	
001.016230.524000 POLICE/COURT BLDG., EQUIPMENT		2,000
001.016200.542500 TOWN HALL BLDG., SUPPLIES & SERVICES	1,500	
001.016200.524000 TOWN HALL BLDG., EQUIP.		1,500
001.000000.390599 APPROPRIATED FUND BALANCE	350	
001.010100.524000 TOWN BOARD, EQUIP		350

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

FEBRUARY 1, 2005

Adopted

TOWN OF RIVERHEAD

BUS SHELTER IMPROVEMENT PROJECT

BUDGET ADOPTION

RESOLUTION # 81

COUNCILMAN DENSIESKI

offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

BE IT RESOLVED, that the Supervisor be, and is hereby, authorized to establish the following budget adoption:

	<u>FROM</u>	<u>TO</u>
406.092680.466000.70056 INSURANCE RECOVERIES	\$15,300	
406.051120.522100.70056 BUS SHELTER INSTALLATION		\$15,300

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

TOWN OF RIVERHEAD

Adopted

Resolution # 82

ACCEPTS CASH SECURITY OF CELLULAR TELEPHONE COMPANY D/B/A AT & T WIRELESS - CHERRY CREEK (LIN CELLULAR COMMUNICATIONS

offered the following resolution,

COUNCILMAN DENSIESKI

which was seconded by

COUNCILWOMAN SANDERS

WHEREAS, Munley, Meade, Nielsen and Re' as agent for Cellular Telephone Company D/B/A AT & T Wireless (LIN Cellular Communications, LLC) has posted a cash security (check#7102663, Bechtel Corporation - Building Department Receipt #30956) in the sum of Three Thousand Dollars (\$3,000) representing the 5% site plan security as noted in the approved site plan dated November 5, 2004 Resolution #1013 for three sets of antennas with additional equipment cabinets onto existing tower located at Cherry Creek Golf Course, 900 Reeves Avenue, Riverhead, New York, Suffolk County Tax Map # 600-18.-2-1.3, pursuant to Section 108-133 (I) of the Riverhead Town Code;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the 5% cash security in the sum of Three Thousand Dollars (\$3,000); and,

BE IT FURTHER RESOLVED, that the Town Clerk of the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Munley, Mcade, Nielsen and Re', Mr. Lawrence Re', 36 North New York Avenue, Huntington, New York 11743, the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

abstain

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

FEBRUARY 1, 2005

Adopted

TOWN OF RIVERHEAD

ACCEPTS RESIGNATION OF PLANNER

RESOLUTION # 83

COUNCILMAN BARTUNEK

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

WHEREAS, Eric Roseman has notified the Town Planning Director of his resignation from the provisional position of Planner effective January 31, 2005.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Eric Roseman.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to forward a certified copy of this Resolution to Eric Roseman, the Planning Department, the Supervisor's Office and the Office of Accounting.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

Adopted

FEBRUARY 1, 2005

TOWN OF RIVERHEAD

ACCEPTS RESIGNATION OF WATER TREATMENT PLANT OPERATOR TRAINEE

RESOLUTION # 84

COUNCILWOMAN SANDERS

_____ offered the following resolution,

which was seconded by **COUNCILMAN DENSIESKI**

WHEREAS, James Messina has notified the Water Superintendent of his resignation from the position of Water Treatment Plant Operator Trainee in the Water Department, effective January 17, 2005.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of James Messina.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to forward a Certified Copy of this Resolution to James Messina, the Water Department, the Supervisor's Office and the Office of Accounting.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

2/1/05

TOWN OF RIVERHEAD

Adopted

Resolution # 85

APPROVES CHAPTER 90 APPLICATION OF COOLEY'S ANEMIA FOUNDATION, INC.

COUNCILMAN DENSIERI

offered the following resolution, was seconded by

COUNCILWOMAN BLASS

WHEREAS, Cooley's Anemia Foundation Inc. has submitted an application for the purpose of setting up a staging area to be held at the Town of Riverhead Municipal parking lot, (behind the East End Arts Council and adjacent to the Peconic riverfront) Riverhead, New York, for a Bike-A-Thon event to be held on October 1, 2005 between the hours of 7:00 a.m. and 5:00 p.m.; and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the applicant has requested the application fee be waived due to the Foundation's not-for-profit status; and

WHEREAS, the Town Attorney has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that the Chapter 90 Application of Cooley's Anemia Foundation, Inc. for the purpose of setting up a staging area to be held at the Town of Riverhead Municipal parking lot, (behind the East End Arts Council and adjacent to the Peconic riverfront) Riverhead, New York, for a Bike-A-Thon event to be held on October 1, 2005, between the hours of 7:00 a.m. and 5:00 p.m., is hereby approved; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the application fee; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 209, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Cooley's Anemia Foundation, Inc. Attn: Anthony C. Laurino, 738 Smithtown Bypass, Suite 201, Smithtown, New York, 11787; Bruce Johnson, Riverhead Fire Marshal; Kenneth Testa, P.E.; Chief Hegermiller; Riverhead Police Department and the Office of the Town Attorney.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densleski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

2/1/05

TOWN OF RIVERHEAD

Adopted

Resolution # 86

**APPROVES CHAPTER 90 APPLICATION OF EAST END OLDS CLUB
(CAR SHOW & SWAP MEET)**

COUNCILMAN DENSIESKI

offered the following resolution, was seconded by

COUNCILMAN BARTUNEK

WHEREAS, East End Olds Club, in conjunction with the Jamesport Fire Department, has submitted a Chapter 90 Application for the purpose of conducting a car show and swap meet to be held at the George Young Community Center located at South Jamesport Avenue, Jamesport, New York, between the hours of 8:00 a.m. and 5:00 p.m., on August 14, 2005 having a rain date of August 21, 2005; and

WHEREAS, East End Olds Club has paid the required Chapter 90 application fee for this event; and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that the Chapter 90 Application of East End Olds Club, in conjunction with the Jamesport Fire Department, for the purpose of conducting a car show and swap meet to be held at the George Young Community Center located at South Jamesport Avenue, Jamesport, New York, between the hours of 8:00 a.m. and 5:00 p.m., on August 14, 2005 having a rain date of August 21, 2005 is hereby approved; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event. The Riverhead Fire Marshal shall be contacted at least three days in advance at (631) 727-3200 extension 209, for the purpose of arranging the "pre-opening" inspection appointment to ensure compliance with the New York State Fire Code; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to East End Olds Club, P.O. Box 2024, Riverhead, New York, 11901; the Riverhead Fire Marshal; Kenneth Testa, P.E.; the Office of the Town Attorney and the Riverhead Police Department.

W:\Laura Calamita\chap90\EEEndOldsClub.ch90.doc

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**

2/1/05

Adopted

TOWN OF RIVERHEAD

Resolution # 87

**APPROVES CHAPTER 90 APPLICATION OF WADING RIVER CIVIC
ASSOCIATION
(DUCK POND DAY)**

COUNCILWOMAN SANDERS

_____ offered the following resolution, was seconded by

COUNCILMAN BARTUNEK
_____ :

WHEREAS, the Wading River Civic Association has submitted an application for the purpose of conducting their annual Duck Pond Day to be held on Wading River Manor Road and North Country Road, Wading River, New York, on May 1, 2005, between the hours of 12:00 noon and 4:00 p.m.; and

WHEREAS, the applicant has requested the application fee be waived; and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents including the certificate of insurance regarding said application.

NOW THEREFORE BE IT RESOLVED, that the application of the Wading River Civic Association for the purpose of conducting their annual Duck Pond Day to be held on Wading River Manor Road and North Country Road, Wading River, New York on May 1, 2005, between the hours of 12:00 noon and 4:00 p.m. is hereby approved; and be it further

RESOLVED, that a fire safety inspection by the Town Fire Marshal is required prior to the opening of this event to the public and shall be contacted at least three days in advance for the purpose of arranging the "pre-opening" inspection appointment at (631) 727-3200 extension 209; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the application fee for this event; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Wading River Civic Association, Attn: Sidney Bail, P.O. Box 805, Wading River, New York, 11792; Bruce Johnson, Fire Marshal and the Riverhead Police Department.

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

2/1/05

Adopted

TOWN OF RIVERHEAD

Resolution # 88

**APPROVES REDUCTION OF PERFORMANCE BOND OF NF GOLF RESORTS
A/K/A REEVES FARMS**

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

WHEREAS, by Town Board Resolution #1287 adopted on December 17, 2002, the Riverhead Town Board accepted a performance bond in the amount of \$1,000,000.00 representing road and drainage improvements to be completed in the subdivision entitled, "Reeves Farms"; and

WHEREAS, pursuant to Riverhead Planning Board Resolution #99 dated December 3, 2004, it has been determined that a substantial portion of the road and drainage improvements have been completed and it is further recommended that the performance bond be reduced to \$333,333.00.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the reduction of the performance bond of Reeves Farm from \$1,000,000.00 to \$333,333.00; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to NF Development, 888 Veterans Memorial Highway, Hauppauge, New York, 11788, Attn: Chris Keegan; the Planning Board; the Planning Department; the Building Department and the Town Attorney's Office.

THE VOTE

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

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

February 1, 2005

Adopted

TOWN OF RIVERHEAD

Resolution # 89

APPROVES THE MISSION STATEMENT and ENFORCEMENT PROTOCOLS FOR THE FIRE PROTECTION and CODE ENFORCEMENT DIVISION

COUNCILMAN BARTUNEK offered the following resolution, was seconded by

COUNCILWOMAN SANDERS :

WHEREAS, the Fire Protection and Code Enforcement Division was created on November 1, 2004 to enforce the applicable Codes, Ordinances, Laws and Regulations of the Town of Riverhead and State of New York; and

WHEREAS, the employees assigned to this Division have received training from the State of New York as Certified Code Enforcement Officials; and.

WHEREAS, the Fire Protection and Code Enforcement Division has developed a Mission Statement and Operational Objectives by which the Division employees will conduct their duties and responsibilities under the law and direction of the Town Board; and,

WHEREAS, the Fire Protection and Code Enforcement Division has developed a Recommended Enforcement Protocol that will guide the Division employees in the enforcement of the Codes, Ordinances, Laws and Regulations through fair and consistent application of enforcement methods in order to obtain compliance; and

WHEREAS, these documents have been reviewed by the Town Attorney and the Town Board.

NOW, THEREFORE BE IT RESOLVED, that the Mission Statement and Operational Objectives of the Fire Protection and Code Enforcement Division are hereby approved and ratified; and be it further

RESOLVED, that the Recommended Enforcement Protocol of the Fire Protection and Code Enforcement Division is hereby approved and ratified; and be it further,

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Town Supervisor Phil Cardinale; Bruce E. Johnson, Fire Protection and Code Enforcement Division; Dawn Thomas, Town Attorney and the Office of Accounting.

THE VOTE

Bartunek	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Sanders	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Blass	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Densieski	<input 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
Fire Protection and Code Enforcement Division
Mission Statement and Operational Objectives
February 1, 2005

Mission Statement: The employees of the FP and CE Division will ensure the public safety and promote the highest achievable quality of life for the Town of Riverhead's residents, business owners and tourists.

The employees of the FP and CE Division will carry out the policy decisions of the Town Board through enforcement of the Town Code and State Codes through measures and procedures that emphasize *compliance*. Enforcement shall employ education along with fair, consistent and equitable enforcement measures while protecting the constitutional rights of all Americans.

Value Statement: The following principals will guide the daily work, decisions and conduct of the employees. These values shall provide the benchmark by which our business is conducted. These values are personal characteristics and qualities of worth that are non-negotiable. Although we may need to balance these values, we will not ignore them for the sake of expediency, personal preference or other influence. The following values shall form the foundation upon which our actions are guided.

Human Life and Safety – We will give first priority to situations which threaten life safety; treat all persons with courtesy and respect; be firm in our convictions while showing compassion and caring. –

Integrity – We will be honest and truthful, consistent and fair in our application of the laws and codes we enforce, hold ourselves to the highest standards of moral and ethical conduct. We shall strive to be community role models.

The Rights of Citizens – We will respect and protect the rights of all citizens in the spirit of the American Constitution. We will treat all persons fairly and without favoritism. We will remain knowledgeable in the law and its administration to ensure the equitable enforcement of the codes and laws we are empowered to enforce.

Personal and Professional Excellence – We will perform to the best of our abilities every day. We will strive to learn, train and continue our education to better perform our jobs. We will recognize and reward good performance, support reasonable risk taking and be tolerant of honest mistakes. We will remain receptive to new ideas, work towards realistic and mutually acceptable goals, lead by our example and remain physically and mentally competent to perform our duties and responsibilities.

Accountability – We will communicate openly and honestly amongst ourselves, with the community and the Town Board. We will always remember the importance of community values and expectations, be responsive to community concerns, acknowledge mistakes and be open to constructive criticism. We will manage resources efficiently, thoroughly investigate all bonified complaints and remember that our purpose is to protect and serve the community.

Cooperation – The FP and CE Division will work as a team and understand their role in achieving Town Board and Division goals and objectives. We will coordinate the responsibility to serve the people of Riverhead with other Town Departments and outside agencies, strive to understand those that disagree with us, seek the assistance and cooperation of others and work to amicably resolve conflicts.

Solving Community Problems – We will work to anticipate and prevent problems, give high priority to ensuring public safety and the public's perception of their safety. We will be proactive with civic and business groups to enhance compliance through education, actively seek their opinions and ideas, listen to their concerns and handle their complaints with empathy and sensitivity and seek to define innovative "win-win" solutions that can be recommended to the Town Board for local law or policy.

Code Enforcement Objectives:

1. Enforce the local laws of The Town of Riverhead pertaining to life safety and quality of life. Obtain compliance through education, verbal and/or written warnings and use of the Town Justice Court as appropriate.
2. Prioritize complaints based on the following:
 - 1) life safety concern
 - 2) environmental concern
 - 3) dumping of waste/trash
 - 4) zoning/building code concern
 - 5) Residential property maintenance violation (non-life safety)
 - 4) noise complaint
 - 6) sign ordinance violation
 - 7) other Town Code violation
3. Enforce the life and health safety provisions of the Property Maintenance Code of New York State when provided with a bonified complaint or observed violation.
4. Work closely with the Town Attorney's office to ensure thorough and proper prosecution in Town Justice Court with the goal of obtaining compliance. Recommend the utilization of Supreme Court for Court Ordered compliance when deemed necessary.
5. Perform systematic patrols within the town to locate violations and affect appropriate enforcement.
6. Provide informational programs to the general public, civic groups and business associations to improve the public understanding of Code Enforcement and to educate on specific areas of the Code to achieve voluntary compliance.
7. Assist with the duties and functions of the Fire Marshals and Police Department as needed.
8. Enforce all Town of Riverhead parking regulations
9. Continue professional development through continued education in compliance with New York State certifications in code enforcement and fire investigation.
10. Work with the Town Attorney and Town Code Revision Committee to recommend Town Code changes or revisions.

Fire Marshal Objectives:

1. Prompt and accurate review of commercial building plans for new construction and existing building alteration to ensure compliance with the Fire Code of New York State.
2. Inspection of existing buildings to ensure compliance with the Fire Code and Property Maintenance Codes of New York State. Obtain compliance through education, verbal and/or written warnings and use of the Town Justice Court as appropriate.
3. Prioritize the inspection of existing buildings based on life safety and hazard analysis, as we do not have the staff to inspect every building annually.
4. Conduct fire cause and origin investigations when so requested by the Fire Chiefs as directed in New York State Municipal Law, section 209-c
5. Conduct fire safety education classes in support of the efforts of the Town's volunteer fire service.
6. Assist with the duties and functions of the Ordinance Inspectors and Police Department, as needed.
7. Enforce all Town of Riverhead parking regulations
8. Support the Town's Emergency Management Program and coordinate emergency response for weather related, hazardous material, WMD and similar events with Town Police and the volunteer fire departments and ambulance corps.
9. Coordinate fire prevention, investigation, education and enforcement through inter-agency cooperation and participation in organizations such as the County and State Fire Marshals Association, Suffolk County Pine Barrens Wildfire taskforce and Law Enforcement Council and the Town and County Fire Chiefs Council.
10. Continue professional development through continued education in Compliance with New York State certifications in code enforcement and fire investigation.

Town of Riverhead
Fire Protection and Code Enforcement Division
Recommended Enforcement Protocol
February 1, 2005

Violations of any provision of the Riverhead Town Code, New York State Building, Property Maintenance and/or Fire Code will be documented upon discovery or observation.

Documentation will include the preparation of a Field Report, Fire Inspection Report, written notes and/or digital photographs to provide necessary evidentiary proof of the violation.

Enforcement Action by FP & CE Division is commenced to obtain Code Compliance. Fire Marshals and Ordinance Inspectors may exercise their professional judgment and discretion when deciding the type of enforcement option and level of severity they believe is necessary to achieve compliance in the most efficient and expedient manner.

In order of least to most severity, enforcement options include:

1. Written Letter: Fire Inspection Report of Violations
2. Written Letter: Rental Property Report of Violations
3. Written Letter: Notice of Violation
4. Written Letter: Immediate Order to Remedy
5. Written Notice: Stop Work Order
6. Written Notice: Order to Vacate Premises
7. Court Appearance Ticket – Justice Court
8. Court Action in Supreme Court by Town Attorney Office

Written Letter: Fire Inspection Report of Violations

This letter is issued following all commercial building inspections to document violations of the Fire Code of New York State and/or Riverhead Town Code. Violations that affect life safety and/or violations that are considered serious are issued an Immediate Order to Remedy or Court Appearance Ticket.

Written Letter: Rental Property Report of Violations

This letter is issued following all rental inspections to document violations of the Property Maintenance Code of New York State and Fire Code of New York State. Violations that affect life safety and/or violations that are considered serious are issued an Immediate Order to Remedy; Order to Vacate and/or Court Appearance Ticket.

Written Letter: Notice of Violation

This letter is issued following observation of a Town of Riverhead Code violation; usually a “quality of life” issue.

Written Letter: Immediate Order to Remedy

This letter denotes a serious violation that requires immediate action by the property owner to correct the violation and come into compliance with the applicable Code or Ordinance.

Written Notice: Stop Work Order

This notice is issued to halt construction, alteration, etc. when such work requires a Building Permit and said permit has not been obtained.

Written Notice: Order to Vacate Premises

This is an Order by the Fire Marshal or Code Enforcement Official to immediately vacate a premise due to serious life safety or fire code violations that place the occupants of said unsafe premise in grave danger or peril. This Order to Vacate may require an Order from a Supreme Court Judge to remove uncooperative building occupants.

Court Appearance Ticket – Justice Court

- Issued for serious life safety, fire code and/or other serious Town Code violations
- Issued following a previous written violation notice when owner/responsible person has failed to correct the violation(s) and comply with the applicable Code or Ordinance.
- Issued to repeat offenders.

Disposition by Justice Court generally requires compliance and often a monetary fine.

Court Action in Supreme Court by Town Attorney Office

This action is reserved for those extreme cases where all local efforts to obtain compliance, eliminate life safety or fire code violations have been ineffective. This action may request a Supreme Court Judge issue an Order to Vacate; an Order to Comply with the applicable Codes; commence a remediation plan or other appropriate action.

FEBRUARY 1, 2005

Adopted

TOWN OF RIVERHEAD

AUTHORIZES ATTENDANCE AT THE GOVERNMENT FINANCE OFFICERS' ASSOCIATION ANNUAL CONFERENCE

RESOLUTION # 90

COUNCILWOMAN BLASS

_____ offered the following resolution ,

COUNCILWOMAN SANDERS

which was seconded by _____.

WHEREAS, the NYS Government Finance Officers Association is conducting its annual conference from Wednesday, April 6 thru Friday, April 8, 2005 in Albany, NY; and

WHEREAS, the Financial Administrator has requested authorization to attend said conference; and

NOW, THEREFORE BE IT, RESOLVED, that the Financial Administrator is authorized to attend the he NYS GFOA Annual Conference in Albany, NY.

BE IT FURTHER, RESOLVED, expenses for the conference, travel, room and board will be reimbursed upon proper submission of receipts; and

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

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

February 1, 2005

TOWN OF RIVERHEAD

Adopted

Resolution # 91

**AUTHORIZES REGISTRATION FEE SCHEDULE FOR
POLICE ATHLETIC LEAGUE (P.A.L.) PROGRAMS
FOR YEAR 2005**

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

WHEREAS, the Town of Riverhead is responsible for setting a fee schedule for PAL Programs; and

WHEREAS, those fees are established below for the Year 2005:

Boys 13-15 year old Baseball	\$50.00 (resident)	\$60.00 (non-resident)
Boys 16-17 year old Baseball	\$50.00 (resident)	\$60.00 (non-resident)
Girls 13-15 year old Softball	\$50.00 (resident)	\$60.00 (non-resident)
Spring Lacrosse Program	\$50.00 (resident)	\$60.00 (non-resident)
Summer Lacrosse Program	\$35.00 (resident)	\$45.00 (non-resident)
Winter Lacrosse Clinic	\$25.00 (resident)	\$35.00 (non-resident)
Town - Soccer Program	\$30.00 (resident)	\$40.00 (non-resident)
Travel Soccer Program	\$75.00 (resident)	\$85.00 (non-resident)
Football Program	\$75.00 (resident)	\$85.00 (non-resident)
Cheerleading Program	\$50.00 (resident)	\$60.00 (non-resident)

NOW, THEREFORE BE IT RESOLVED, that the above P.A.L. registration fee schedule is established for the year 2005.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to the JAB/PAL Office and the Office of Accounting.

THE VOTE

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

C:\Janice Seus\JAB-PAL

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

2/1/05

Adopted

TOWN OF RIVERHEAD

Resolution # 92

AUTHORIZES (3) SEWER DISTRICT EMPLOYEES TO ATTEND A TOUR

COUNCILMAN BARTUNEK

offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

WHEREAS, Hampton Water Reuse Facility is offering a tour of their MBR Technology Treatment Plant located in Atlanta, Georgia to be held on February 1st and 2nd, 2005; and

WHEREAS, it is the desire of Michael Reichel, Sewer District Superintendent, that two (2) Sewer District Employees attend such course.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes two (2) Sewer District Employees to attend the aforementioned tour on February 1st and 2nd, 2005; and be it further

RESOLVED, that all related expenses incurred by the Sewer District Employees will be fully receipted upon their return, not to exceed a total cost of \$100.00, and thereafter reimbursed by the Accounting Department; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Michael Reichel, Sewer District Superintendent and the Office of Accounting.

THE VOTE

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

THE RESOLUTION WAS WAS NOT
 THEREFORE DULY ADOPTED

FEBRUARY 1, 2005

Adopted

TOWN OF RIVERHEAD

AUTHORIZES STIPENDS FOR THE CONSERVATION ADVISORY COUNCIL

RESOLUTION # 93

COUNCILMAN BARTUNEK

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

WHEREAS, in 2004 the Conservation Advisory Council was budgeted for nine members, but there were only seven members actually serving as members; and

WHEREAS, the Town Board has been requested to consider increasing the Council members stipends utilizing the funds set aside for the two vacancies.

NOW, THEREFORE BE IT, RESOLVED, that all seven members of the CAC be granted an increased stipend of \$170 for the 2004 fiscal year; and

BE IT FURTHER, RESOLVED, that the seven members to receive this 2004 stipend increase are James Cain, Dennis Cole, Kim Darrow, Fred Edel, Robert Kujawski, Duane Lewis and Sean McCabe.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, authorized to forward a Certified Copy of this Resolution to James Cain, Dennis Cole, Kim Darrow, Fred Edel, Robert Kujawski, Duane Lewis, Sean McCabe and the Office of Accounting.

THE VOTE

Bartunek Yes No

Blass Yes No

Densieski Yes No

Sanders Yes No

Cardinale Yes No

2/1/05

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 94

Authorizes Submission of Application to the New York State Affordable Housing Corporation (AHC) for Funding to Support the Town of Riverhead Home Improvement Program

COUNCILWOMAN SANDERS

_____ offered the following resolution,

COUNCILMAN DENSIESKI

which was seconded by _____.

WHEREAS, the Town of Riverhead has offered low interest loans and grants to homeowner occupants for more than 30 years; and

WHEREAS, the need for assistance among Riverhead's low income residents, particularly fixed-income senior citizens has increased, while federal HUD funding has decreased; and

WHEREAS, other sources of funds have become necessary to support this program; and

WHEREAS, AHC offers funding to provide for improvement of owner-occupied housing and the stabilization and preservation of neighborhoods and communities.

THEREFORE, BE IT RESOLVED, that the Riverhead Town Board hereby authorizes the preparation and submission of an application to AHC for funds not to exceed \$135,000, with a match of \$90,000 in CDBG funds previously committed.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Director Andrea Lohneiss and the Accounting Department.

THE VOTE:

BARBARA BLASS YES NO

ROSE SANDERS YES NO

PHIL CARDINALE YES NO

GEORGE BARTUNEK YES NO

EDWARD DENSIESKI YES NO

FEBRUARY 1, 2005

Adopted

TOWN OF RIVERHEAD

AUTHORIZES SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THE RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION, INC.

RESOLUTION # 95

COUNCILWOMAN BLASS

_____ offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS.

WHEREAS, the Town wishes to enter into an Agreement with the Riverhead Business Improvement District Management Association, Inc. for the calendar year 2005.

NOW THEREFORE BE IT RESOLVED, that the Supervisor be, and hereby is, authorized to enter into an agreement (copy attached) with the Riverhead Business Improvement District Improvement District Management Association, Inc.; and

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby directed to forward a Certified Copy of this Resolution to the Riverhead Business Improvement District Improvement District Management Association, Inc. and the Office of Accounting.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

AGREEMENT

-made between-

TOWN OF RIVERHEAD
(Business Improvement District)

-and-

RIVERHEAD BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT ASSOCIATION, INC.

This Agreement, made the _____ day of February, 2005, between the Town of Riverhead Business Improvement District, with principal offices located at 200 Howell Avenue, Riverhead, New York, 11901 and the Riverhead Business Improvement District Management Association, Inc. ("BIDMA"), a not for profit corporation organized under the laws of the State of New York, having its principal offices at 112 West Main Street, Riverhead, New York, 11901.

WHEREAS, the parties hereto entered into an Agreement dated December 21st, 1999, wherein the Town of Riverhead and the BIDMA agreed that the BIDMA would provide the administrative services necessary to carry out the Business Improvement District Plan; and

WHEREAS, the parties hereto wish to enter into a new Agreement;

Now therefore, the parties hereby mutually agree that:

1. The BIDMA shall act as administrator of the Business Improvement District. BIDMA shall provide all administrative services necessary to carry out the District Plan as adopted by the Town of Riverhead pursuant to Local Law # 2 of 1991. Administrative services as specified herein include, but are not limited to, payment of employee salaries and the associated payroll expenses, and the purchases of incidental office supplies.
2. In consideration of the foregoing, the Business Improvement District shall make payments to the BIDMA in the following schedule of monthly amounts included herein, subject to the terms and conditions enumerated herein.
3. The BIDMA agrees that the purchase of incidental supplies in carrying out its obligations under this contract shall be made in accordance with the Town's procurement policy as may be amended from time to time.

4. The BIDMA agrees that funds transferred to it by the Town together with any interest earned and realized thereon by the BIDMA, shall not be used for any purpose other than those enumerated in the District Plan, and further agrees to maintain, and upon request, make available to the Town's Financial Administrator and/or Chief Fiscal Officer, its accounting, financial and other records regarding the funds received from and the services performed on behalf of the District.

5. The BIDMA agrees to account for the expenditure of funds and to furnish verified accounts of any disbursements made hereunder, together with certified or verified invoices attached thereto, at such times and in such form and detail as may be required by the Town's Chief Fiscal Officer. The BIDMA further agrees to furnish the Town's Financial Administrator a final accounting of the BIDMA's disbursements hereunder within one hundred twenty (120) days after the close of the BIDMA's fiscal year. The BIDMA agrees to fulfill its obligations to any governmental agency governing a not-for-profit corporation and to furnish the Town's Financial Administrator with a copy of any of its findings.

6. The parties hereby agree that any special events sponsored by the District and administered by the BIDMA on behalf of the District shall be insured by the Town of Riverhead and a final accounting of said event and proceeds from said special event shall be delivered to the Town's Financial Administrator within sixty (60) days of the close of said special event. Any events sponsored by the BIDMA for the benefit of the BIDMA or its members shall be insured by the BIDMA by a separate policy of insurance which shall be procured by the BIDMA and which shall name the Town of Riverhead as an additional insured.

7. This Agreement may not assigned by the BIDMA without the express written consent of the Town of Riverhead Business Improvement District.

8. The schedule of payments to the BIDMA from the Town of Riverhead Business Improvement District shall be \$4,868.75 per month from January through December, 2005.

9. This Agreement shall expire on December 31st, 2005.

IN WITNESS WHEREOF, this Agreement has been duly executed by the respective parties on the date herein set forth.

RIVERHEAD BUSINESS IMPROVEMENT
DISTRICT MANAGEMENT ASSOCIATION, INC.

By: Richard Cox, President

TOWN OF RIVERHEAD BUSINESS IMPROVEMENT DISTRICT

By: Philip J. Cardinale, Supervisor

By: John Hansen, Town Financial Administrator

Adopted

TOWN OF RIVERHEAD

Resolution # 96

AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT BETWEEN ENERNOC INC. AND THE TOWN OF RIVERHEAD

COUNCILMAN BARTUNEK

_____ offered the following resolution, was seconded by

COUNCILWOMAN BLASS
_____ :

WHEREAS, the Town Board wishes to enter into an agreement with EnerNOC, INC. for a period of five (5) years.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute an agreement (copy attached herewith) between the Town of Riverhead and EnerNOC, Inc.; and be it further

RESOLVED, that the Town Clerk is hereby directed to deliver a certified copy of this resolution to EnerNOC Inc., One Faneuil Hall, 3rd Floor, Boston, MA 02109, Attn: Matthew E. Tuttelman; the Town Supervisor; the Town Attorney and the Office of Accounting.

THE VOTE

Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Denieski yes ___ no
Cardinale yes ___ no

THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED



get more from energy.

ENERNOC SALES AND SERVICE AGREEMENT

EnerNOC, Inc., Two Faneull Hall, Boston, MA 02109

THIS SALES AND SERVICE AGREEMENT ("Agreement") is made by and between EnerNOC, Inc. ("EnerNOC"), whose address is shown above, and the customer identified to the right ("Customer") as of 1/31/2005

Contact Name Michael Reichel		
Company Town of Riverhead, NY		
Billing Address 2 Riverhead Avenue		
City Riverhead	State NY	Zip 11901
Phone Number (631) 727-3069	E-mail reichel@riverheadli.com	

Total Number of EnerNOC Site Server(s) ("ESS(s)")	2	Please fill in address and capacity of each generator or load reduction site ("Site(s)") below. If more than two Sites, please attach separate sheet, Schedule A.				
Amount per ESS (Including installation costs and permitting fees)	\$0.00	Site 1 2 Riverhead Avenue	City Riverhead	State NY	Zip 11901	Capacity (kW) 350 kW
Total ("Total Amount Due EnerNOC")	\$0.00	Site 2	City	State	Zip	Capacity (kW)
Amount Payable at Signing of Contract	\$0.00	EnerNOC Representative Signature				
Amount Payable at Completion of Installation	\$0.00	Customer Signature				
Termination ("Term") Date	1/31/2010	Customer Name (please print)				

1. Data Communications Equipment Sale Agreement

EnerNOC agrees to equip Customer with the EnerNOC System, which includes an EnerNOC Site Server ("ESS") that enables remote generator start/stop, and/or direct load management, power metering, and data collection.

- a. *Delivery and Installation.* EnerNOC agrees to install in a good and workmanlike manner one ESS at each Site.
- b. *Term.* This Agreement shall terminate on the earlier of the Termination Date listed above or the termination of the Special Case Resources (SCR)/Installed Capacity Program (ICAP) agreement between EnerNOC and the New York Independent System Operator, Inc. ("NYISO").
- c. *Compliance.* During the Term of this Agreement, EnerNOC will ensure that the EnerNOC System meets all technical requirements for Customer to qualify for payments under NYISO's Special Case Resources (SCR)/Installed Capacity Program (ICAP) (the "SCR/ICAP").

2. Managed Services Agreement

EnerNOC agrees to manage Customer's participation in the SCR/ICAP. EnerNOC will complete all necessary permits on Customer's behalf, register Customer's Capacity in the SCR/ICAP, file reimbursement requests with NYISO and host utility when available, execute Demand Response Events and Audits (collectively referred to as "Demand Response Events") through remote generator start/stop and/or direct load control as applicable, manage Customer's Capacity for Installed Capacity payments, and reconcile all program payments. EnerNOC will also coordinate with host utility to capture kilowatt-hour (kWh) pulses from the Customer's primary utility meter to provide Customer real-time, Internet-enabled power monitoring/alarming and monthly energy reports. EnerNOC shall share with Customer any payments under the ICAP/SCR, as set forth more fully below.

- a. *ICAP Payments.* EnerNOC will pay Customer according to the Customer's Capacity as listed above or in Schedule A. EnerNOC will pay Customer **100%** of all capacity payments received from NYISO up to \$2.00 per kilowatt-month (kW-month). EnerNOC will retain all capacity payments above \$2.00 per kW-month.
- b. *Demand Response Event Payments.* EnerNOC will pay Customer **75%** of all Demand Response Event Payments received from NYISO for Customer's performance in any and all Demand Response Events. If the Demand Response Event Payments received from NYISO for Customer's performance in a Demand Response Event exceed Expected Demand Response Event Payments, such Expected Demand Response Event Payments calculated by multiplying the number of hours of the Demand Response Event by the Capacity listed above or in Schedule A and by \$0.50 per kWh, EnerNOC will pay Customer **100%** of all incremental Demand Response Event Payments received from NYISO in excess of Expected Demand Response Event Payments.
- c. *Additional Incentive Payments.* When cost reimbursements are available, they will be paid to Customer for each ESS that Customer has purchased, unless noted otherwise under Special Considerations.
- d. *Payment Timing.* EnerNOC shall make quarterly payments to Customer of Customer's share of SCR/ICAP Payments and Demand Response Event Payments received by EnerNOC during the preceding quarter. All Payments will be made within thirty (30) days after the end of the quarter.
- e. *Underperformance.* If a Site's performance during a Demand Response Event is less than its Capacity as stated above or in Schedule A, EnerNOC retains the right to reduce such Site's Capacity, and to retain Customer's share of SCR/ICAP Payments until all SCR/ICAP Payments previously made to Customer for such Site have been trued up to account for the demonstrated Capacity of the Site.

Special Considerations:

3. Environmental Permitting and Reporting

- a. *Obtaining Permits.* Promptly upon entering this Agreement, EnerNOC will make every reasonable attempt to obtain from the relevant regulatory agency(ies) all necessary permits for participation in the SCR/ICAP.
- b. After obtaining any necessary permits, and once EnerNOC establishes the capability to remotely dispatch customers' electrical generation sets, EnerNOC shall be responsible for monitoring total run-time and other parameters specified under applicable federal and state governmental regulations which (i) are established as applicable permitting limits for the electrical generation sets installed at each Site, or (ii) are applicable thresholds for permitting exceptions under which Customer has installed and operates the electrical generation sets without such permits (said limits or thresholds, the "Regulatory Thresholds"). In no event shall EnerNOC bid or dispatch and load any individual electrical generation set so that its operation under the SCR/ICAP would reasonably be expected to exceed 90% of the applicable Regulatory Thresholds for the Site, as determined over any measuring period established under law or regulation. Further, EnerNOC shall file all reports required by relevant regulatory agency(ies) in an accurate and timely manner. If Customer intentionally or through some unintentional means causes the EnerNOC System to become non-operational, or Customer operates its electrical generation sets beyond the Regulatory Thresholds of relevant regulatory agency(ies) against the recommendation or beyond the system limitations calculated by the EnerNOC System as it relates to these Regulatory Thresholds, EnerNOC shall not be deemed to be in violation of Subsection 3.b, and shall not be responsible for paying any fines or penalties to any regulatory agency(ies) for these violations.
- c. If EnerNOC violates the provisions of Subsection 3.b, Customer's exclusive remedy shall be either (i) terminate the Agreement immediately and without opportunity for EnerNOC to cure by providing written notice to EnerNOC or (ii) obtain repayment from EnerNOC of such fines as follows:
 - (x.) refunding any payments that EnerNOC has collected, directly or indirectly, on behalf of Customer during the prior quarter, such fees to be only those that are directly attributable to the electrical generation set that EnerNOC has caused to operate beyond the Regulatory Thresholds; and, if necessary, by also
 - (y.) relinquishing to Customer any payments that EnerNOC would have been entitled to collect throughout the duration of this Agreement as described in Section 2, provided such refund shall be limited to fees that are directly attributable to the electrical generation set that EnerNOC has caused to operate beyond the Regulatory Thresholds.

4. Exclusive Dealing with EnerNOC

- a. Customer agrees to collaborate with EnerNOC in testing the ESS.
- b. *Third Party Restrictions.* Customer will not allow any third party to use or examine the ESS or any other EnerNOC System components without prior written consent of EnerNOC.
- c. *Trade Secret Protection Obligations.* Customer shall not alter, reverse engineer, disassemble, decompile or copy the ESS or any other EnerNOC System components, and shall not disclose information it receives regarding the ESS or any other EnerNOC System Components to any other person. Customer's trade secret protection obligations shall not apply to any information that is or becomes publicly available through no fault of Customer.
- d. *Confidentiality.* Customer and EnerNOC acknowledge that each may receive trade secrets and other confidential information of the other, including without limitation information, materials, oral and written reports, ideas, concepts and know-how regarding the characteristics, performance, state of development and potential shipment date(s) of the ESS, information collected by the EnerNOC System including load and operating data, and information contained in this Agreement (collectively, "Program Information"). All Program Information is owned

exclusively, and may be used by EnerNOC for any business purpose it may choose (so long as it does not disclose any uniquely identifiable confidential information of Customer). Customer shall not disclose any Program Information to any person during the term of this Agreement or for a period of three (3) years thereafter. Under no circumstances shall EnerNOC be liable for any payment to Customer for any Program Information.

- e. *Exclusivity with EnerNOC:* Customer will not contract with any other Demand Response service provider for the term of this Agreement. This exclusivity arrangement shall only apply to the location of the site specified in this agreement. This exclusivity does not prohibit Customer from contracting with providers for other unrelated energy management services.
Customer initial here _____

5. General Terms

- a. *Reporting Transparency.* Settlements between EnerNOC and Customer will be deemed final one year after the close of the calendar year in which the settlements occurred. Customer or its representatives at any time within one (1) year after the close of each calendar year, upon reasonable advance notice, may examine EnerNOC's records of monies received and owed related to the SCR/ICAP Payments and Demand Response Payments attributable to Customer's Capacity during such calendar year. Such examination shall be conducted at EnerNOC's principal business offices. If any examination by Customer or its agents of EnerNOC's records shall reveal a deficiency in any payments due to Customer, EnerNOC shall forthwith pay to Customer the amount of the deficiency, together with interest thereon, from the due date until payment, at an annual interest rate of 4%. If the SCR/ICAP Payments and Demand Response Payments owed Customer that are reported by EnerNOC for any calendar year shall be understated by more than five percent (5%), EnerNOC shall pay to Customer, in addition to all other payments, the reasonable cost of Customer's examination. If the SCR/ICAP and Demand Response payments owed Customer that are reported by EnerNOC for any calendar year are determined to be less than or equal to five percent (5%) understated, Customer shall pay to EnerNOC the reasonable cost of EnerNOC's activities in conducting this examination, and shall be responsible for refunding to EnerNOC the amount of any overage, together with interest thereon, from the due date until payment, at an annual interest rate of 4%.
- b. *Limitation on Liability:* In no event shall EnerNOC's total liabilities related to this Agreement exceed an amount equal to one (1) times the total amount due EnerNOC as stated on page 1 of this Agreement except as provided for in paragraph 5e of this Agreement.
- c. *Choice of Law:* This Agreement shall be governed by and construed and enforced in accordance with choice of law rules, however, EnerNOC and the Customer agree that New York State be the choice of venue.
- d. *Miscellaneous.* This Agreement contains the entire agreement between Customer and EnerNOC. This Agreement can be amended only in writing with signatures of both parties. If any of its provisions shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly. This Agreement shall be binding upon the parties together with their successors and assigns.
- e. *Hold Harmless:* That in consideration of the foregoing Agreement, EnerNOC shall indemnify and hold harmless the Town of Riverhead for and against claims, damages, losses and expenses arising out of or resulting from the installation or performance of the aforesaid equipment installed and serviced by EnerNOC, provided that the claim, damage, injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom is a result of but only to the extent caused in whole by the intentional and or negligent acts or omissions of the EnerNOC.

2/1/05

Adopted

TOWN OF RIVERHEAD

Resolution #97

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT BETWEEN
LONG ISLAND LIGHTING COMPANY D/B/A/ LIPA (LIPA) AND
THE TOWN OF RIVERHEAD**

COUNCILWOMAN BLASS

_____ offered the following resolution, was seconded by

COUNCILWOMAN SANDERS :

WHEREAS, the Town Board wishes to enter into an agreement with Long Island Lighting Company D/B/A LIPA ("LIPA") for the Town of Riverhead to accept the ownership of two electric vehicles donated by LIPA and for the Town of Riverhead to participate in the "Demonstration Project" for a period of two (2) years.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Riverhead hereby authorizes the Supervisor to execute an agreement (copy attached herewith) between the Town of Riverhead and LIPA; and be it further

RESOLVED, that the Town Clerk is hereby directed to deliver a certified copy of this resolution to Long Island Power Authority, 333 Earle Ovington Boulevard, Suite 403, Hempstead, New York, 11553, Attn: Bill Davidson; the Town Supervisor; the Town Attorney and the Office of Accounting.

THE VOTE

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

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

AGREEMENT

This Agreement, dated and effective as of the date of final signature hereto, is by and between the LONG ISLAND LIGHTING COMPANY D/B/A LIPA ("LIPA"), a New York corporation with offices at 333 Earle Ovington Boulevard, Suite 403, Uniondale, New York 11553, and _____ ("Recipient"), a _____ of the State of New York with offices at _____.

WHEREAS, LIPA is the owner of fifty (50) electric vehicles donated by Global Electric Motorcars, LLC ("GEM") to LIPA; and

WHEREAS, the fifty (50) electric vehicles were registered and titled in the State of New York; and

WHEREAS, LIPA wishes to transfer ownership of the electric vehicle(s) described in Exhibit A attached hereto, which is hereby incorporated into and made a part of this Agreement ("Electric Vehicle(s)"), to Recipient and to evaluate the performance and usability of the Electric Vehicle(s) and demonstrate the Electric Vehicle(s) to interested parties for a period of two (2) years from the date Recipient receives the Electric Vehicle(s) ("Demonstration Project") on the terms and conditions provided herein; and

WHEREAS, Recipient wishes to accept ownership of the Electric Vehicle(s) and agrees to participate in the Demonstration Project on the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. OWNERSHIP OF ELECTRIC VEHICLES

Ownership and title to the Electric Vehicle(s) shall vest in Recipient upon the LIPA Designated Manager's (as that term is defined herein) delivery of the Electric Vehicle(s) to Recipient.

Retention of the ownership of the Electric Vehicle(s) by Recipient is conditioned upon Recipient's compliance with the terms and conditions provided herein for the term of this Agreement.

2. MAINTENANCE AND REPAIRS

Upon delivery of the Electric Vehicle(s) to Recipient, Recipient shall be solely responsible for all costs associated with the maintenance, service or repair of the Electric Vehicle(s).

3. CHARGING OF ELECTRIC VEHICLE(S)

Upon delivery of the Electric Vehicle(s) to Recipient, Recipient shall be solely responsible for any and all costs associated with providing for the charging of the Electric Vehicle(s).

4. MISCELLANEOUS COSTS

a. LIPA provides and Recipient accepts the Electric Vehicle(s) "AS IS". If Recipient desires to obtain any options and/or accessories for the Electric Vehicle(s), Recipient shall be solely responsible for any and all costs associated with such options and/or accessories.

b. Recipient shall be solely responsible for the costs associated with parking, towing, tolls, fires, tickets, traffic violations, and any other charges or expenses associated with the use of the Electric Vehicle(s).

5. DEMONSTRATION PROJECT

The LIPA Designated Manager shall deliver the Electric Vehicle(s) to a site designated by Recipient. Recipient shall participate in the Demonstration Project, as set forth below, for a period of two (2) years from the date the Electric Vehicle(s) is (are) delivered to Recipient.

For the duration of the Demonstration Project, Recipient must comply with the following:

a. The Electric Vehicle(s) must be registered and insured in the State of New York.

(i) Recipient shall, at its sole cost, provide and maintain throughout the term of this Agreement a policy (or policies) of automobile liability insurance for the Electric Vehicle(s) in the State of New York. Such policy or policies will insure Recipient and its authorized drivers.

b. Recipient shall operate the Electric Vehicle(s) in the State of New York.

(i) Recipient shall not remove the Electric Vehicle(s) or allow it (them) to be removed from LIPA's electric service territory which encompasses Nassau County, Suffolk County and Far Rockaway in Queens County, New York.

c. The LIPA Designated Manager shall provide a survey to Recipient no more than two (2) times per year. These surveys will request usage and performance data on the Electric Vehicle(s). Recipient must complete the survey and return it to the LIPA Designated Manager within two (2) weeks after Recipient's receipt of the survey.

d. Recipient shall cooperate with LIPA and/or the LIPA Designated Manager or its authorized representatives in demonstrating the Electric Vehicle(s) to interested parties. LIPA

and/or the LIPA Designated Manager and its representatives shall comply with any and all procedural, safety, and health rules and regulations applicable to Recipient's site.

e. Recipient shall permit LIPA and/or the LIPA Designated Manager to use Recipient's name, and the names of any of its officers, directors, employees or agents, in any publicly disclosed material, with regard to Recipient's use of the Electric Vehicle(s). Recipient shall not use LIPA and/or the LIPA Designated Manager's name, nor the names of any of their respective officers, trustees, directors or employees, in any publicly disclosed material without the prior written approval of LIPA and/or the LIPA Designated Manager, which approval will not be unreasonably withheld.

LIPA and/or the LIPA Designated Manager will offer Recipient the opportunity to participate in publicity events with regard to the Electric Vehicle(s) as agreed to by the parties.

f. Recipient will notify LIPA of and give LIPA the opportunity to participate in any formal research project relating to electric vehicles that Recipient may undertake.

g. Recipient will maintain any LIPA signs and/or decals on the Electric Vehicle(s). Except as otherwise directed in writing by LIPA and/or the LIPA Designated Manager, Recipient will not remove, alter, disfigure or cover up any LIPA signs and/or decals displayed on the Electric Vehicle(s). Recipient may add its own signs and/or decals on the Electric Vehicle(s), provided that, Recipient's signs and/or decals do not alter, disfigure or cover up any LIPA signs and/or decals displayed on the Electric Vehicle(s). Upon termination of this Agreement, Recipient shall remove all LIPA signs and/or decals on the Electric Vehicle(s) unless otherwise directed in writing by LIPA and/or the LIPA Designated Manager.

h. Recipient shall keep the Electric Vehicle(s) in as good condition as when delivered to Recipient, reasonable wear and tear excepted. The cost of any repairs or servicing required to be made to the Electric Vehicle(s) will be the sole responsibility of Recipient.

6. DISCLAIMER OF WARRANTIES

RECIPIENT RECOGNIZES THAT THE ELECTRIC VEHICLE(S) WILL BE USED AT RECIPIENT'S SOLE RESPONSIBILITY AND RISK. THE ELECTRIC VEHICLE(S) WILL BE PROVIDED "AS IS." LIPA AND THE LIPA DESIGNATED MANAGER SHALL NOT BE DEEMED TO HAVE MADE AND HEREBY DISCLAIM ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE ELECTRIC VEHICLE(S) INCLUDING, WITHOUT LIMITATION, THE USE, DESIGN, CAPACITY, OR CONDITION OF THE ELECTRIC VEHICLE(S), THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE INCLUDING RECIPIENT'S OPERATIONS, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE ELECTRIC VEHICLE(S) OR THEIR MERCHANTABILITY, THEIR PERFORMANCE, OR ANY OTHER MATTER.

7. LIMITATION OF LIABILITY

a. LIPA, ITS TRUSTEES, OFFICERS, EMPLOYEES, AFFILIATES (AND THEIR DIRECTORS), AND AGENTS (INCLUDING THE LIPA DESIGNATED MANAGER AND ITS PARENT ENTITY, AFFILIATES, AND SUBSIDIARIES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS), SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, DEATH, OR DAMAGE, TO PERSONS OR PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE SUPPLY, USE, OPERATION, MAINTENANCE, TRANSPORTATION, RETURN, STORAGE, DISPOSITION, CONDITION, OR POSSESSION OF THE ELECTRIC VEHICLE(S) OR IN ANY OTHER WAY RELATED TO THE ELECTRIC VEHICLE(S) OR THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO ANY PROPERTY LEFT, STORED, LOADED, OR TRANSPORTED IN OR UPON THE ELECTRIC VEHICLE(S), OR INTERRUPTION OF SERVICE, EXCEPT AS MAY BE CAUSED BY THE GROSS NEGLIGENCE OF LIPA, ITS TRUSTEES, OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS IN THE PERFORMANCE OF DUTIES EXPRESSLY UNDERTAKEN BY LIPA, ITS TRUSTEES, OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS IN THIS AGREEMENT.

b. IN NO EVENT SHALL LIPA, ITS TRUSTEES, OFFICERS, EMPLOYEES, AFFILIATES (AND THEIR DIRECTORS) OR AGENTS (INCLUDING THE LIPA DESIGNATED MANAGER AND ITS PARENT ENTITY, AFFILIATES, AND SUBSIDIARIES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INTERRUPTION OF BUSINESS, LOSS OF BUSINESS, LOSS OF PROFITS, OR ANY ECONOMIC LOSS, EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

8. INDEMNIFICATION

Recipient agrees to indemnify, defend, protect, save and keep harmless LIPA, its trustees, officers, employees, affiliates (and their directors) and agents (including the LIPA Designated Manager and its parent entity, affiliates, and subsidiaries, and their directors, officers, employees, and agents), GEM, and their parent entities, affiliates, employees and agents from and against any and all liabilities, obligations, losses, damages, penalties, claims (including, without limitation, claims involving strict or absolute liability in tort), actions, suits, proceedings, costs, expenses and disbursements (including, without limitation, legal fees and expenses, and costs of investigation) of any kind and nature whatsoever arising out of or relating in any way to the supply, possession, use, operation, maintenance, transportation, return, storage, disposition, or condition of the Electric Vehicle(s), any accident involving the Electric Vehicle(s), the loss, damage, or destruction of the Electric Vehicle(s), the abuse, misuse, or neglect of the Electric Vehicle(s), the loss of or damage to any property left, stored, loaded, or transported in or upon the Electric Vehicle(s), or any other claim arising out of or relating to the supply, possession, use, operation, maintenance, transportation, return, storage, disposition, or condition of the Electric

Vehicle(s), including, but not limited to, injuries to persons, including death, or damage to or loss of property, except as may be caused by the gross negligence of LIPA, its trustees, officers, employees, affiliates and agents in the performance of duties expressly undertaken by LIPA, its trustees, officers, employees, affiliates and agents in this agreement.

9. TERM

This Agreement shall become effective as of the date of final signature hereto and shall continue in full force and effect for two (2) years from the date the Electric Vehicle(s) is (are) delivered to Recipient.

10. TERMINATION

a. If Recipient fails to keep and perform any of the terms and conditions of this Agreement, then, and in such an event, LIPA may, in addition to every, or in substitution of any other remedy which LIPA may have by law or equity or under this Agreement, terminate this Agreement by written notice to Recipient.

b. Upon such termination of this Agreement, Recipient, if so directed in writing by LIPA and/or the LIPA Designated Manager, shall (i) arrange, at no cost to LIPA and/or the LIPA Designated Manager, for transport of the Electric Vehicle(s) from Recipient's premises to a location(s) designated by LIPA or the LIPA Designated Manager, which Electric Vehicle(s) shall be in as good a condition as when delivered to Recipient, reasonable wear and tear excepted; and (ii) vest ownership and title to the Electric Vehicle(s) in LIPA or in a party designated by LIPA and/or the LIPA Designated Manager. Until Recipient delivers the Electric Vehicle(s) at that (those) location(s), all terms and conditions of this Agreement shall continue in effect.

11. LIPA DESIGNATED MANAGER

LIPA hereby designates the following as the LIPA Electric Vehicle Demonstration Project Manager: KeySpan Electric Services LLC (referred to herein as the "LIPA Designated Manager"), 175 East Old Country Road, Hicksville, New York 11801. Prior to, or during the term of this Agreement, LIPA may approve the parent entity of KeySpan Electric Services LLC or one of KeySpan Electric Services LLC's subsidiaries or affiliates to become the "LIPA Designated Manager".

12. NOTICE

Any notice, consent, authorization, determination or other communication required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

- (a) mailed by certified or registered mail, postage prepaid, return-receipt requested; or
- (b) telecopied to the facsimile number set forth below and followed by a copy

(c) delivered in accordance with subsection (a) or (c) of this Section; or delivered by a nationally recognized express or overnight courier; and

If to LIPA:

Long Island Power Authority
333 Earle Ovington Boulevard, Suite 403
Uniondale, New York 11553
Attention: Dan Zaweski
Telephone: (516) 222-7700
Fax: (516) 222-9137

With a Copy to:

Long Island Power Authority
333 Earle Ovington Boulevard, Suite 403
Uniondale, New York 11553
Attention: Stanley B. Klimberg
General Counsel
Telephone: (516) 222-7700
Fax: (516) 719-9885

If to Recipient:

Attention: _____
Telephone: _____
Fax: _____

Notices shall be deemed effective when received. Each party may change its address and facsimile number for purposes of this Section by notice to the other party pursuant hereto.

13. SECTION HEADINGS

Section headings herein are for convenience only and shall not limit or modify the provisions hereof.

14. SEVERABILITY

If any provision of this Agreement is invalid, illegal or incapable of being enforced, by reason of any law, rule, regulation, judicial decision or public policy, all other obligations,

conditions and provisions contained in this Agreement shall nevertheless remain in full force and effect.

15. WAIVER

The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct. No waiver of any of the terms of this Agreement shall be valid unless it is in writing and is signed by the party against whom such waiver is asserted.

16. ASSIGNMENT

For the term of this Agreement, Recipient shall not assign any part or interest in this Agreement, or transfer, sublet, pledge, or encumber any of its rights under this Agreement, the Electric Vehicle(s), or Recipient's right to use the Electric Vehicle(s) without LIPA's prior written consent. Any assignment, transfer, pledge, sublease, or encumbrance in violation of this Section shall be null and void.

17. GOVERNING LAW

This Agreement is made under and shall be construed in accordance with the laws of the State of New York. Any litigation with respect to this Agreement shall be brought in the First or Second Judicial Departments of New York or in Federal District Court for the Southern or Eastern Districts of New York.

18. NO RIGHTS CONVEYED

Nothing in this Agreement shall be construed as conveying any right, title, or interest in or to the technology associated with the Electric Vehicle(s).

19. COMPLETE AGREEMENT

This Agreement, including the attached "Exhibit A" and "Appendix A", constitutes the entire understanding of the parties with respect to its subject matter, and completely supersedes any prior or contemporaneous understandings, either oral or written. Any modification of this Agreement shall be made only by mutual agreement and evidenced by written amendment signed on behalf of LIPA and Recipient.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by its duly authorized representative as of the date of final signature set forth below.

**LONG ISLAND LIGHTING COMPANY
D/B/A LIPA**

[RECIPIENT]

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Recipient" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or other party):

NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Recipient or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the LIPA and any attempts to assign the contract without the LIPA's written consent are null and void. The Recipient may, however, assign its right to receive payment without the LIPA's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

COMPTROLLER'S APPROVAL. In accordance with Section 112 of the New York State Finance Law (the "State Finance Law"), this Agreement shall not be valid, effective or binding upon LIPA until it has been approved by the State Comptroller and filed in his office.

WORKER'S COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this Agreement shall be void and of no force and effect unless the Recipient provides and maintains coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other New York State and Federal statutory and constitutional non-discrimination provisions, the Recipient shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Article 220-e of the New York Labor Law, and to the extent that this Agreement shall be performed within the State of New York, Recipient agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee for the performance of work under this Agreement.

WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Recipient's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing

wage and supplement schedules issued by the State Labor Department. Furthermore, Recipient and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Recipient warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Recipient further warrants that, at the time Recipient submitted its bid, an authorized and responsible person executed and delivered to the LIPA a non-collusive bidding certification on the Recipient's behalf.

INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, The Recipient agrees, as a material condition of the contract, that neither The Recipient nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC app. Sections 2401 et seq.) or regulations thereunder. If such Recipient, or any of the aforesaid affiliates of Recipient, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Recipient shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

SET-OFF RIGHTS. The LIPA shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the LIPA's option to withhold for the purposes of set-off any moneys due to the Recipient under this contract up to any amounts due and owing to the LIPA with regard to this contract, any other contract with the LIPA, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the LIPA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The LIPA shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the LIPA, its representatives, or the State Comptroller.

RECORDS. The Recipient shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Recipient within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The LIPA shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) The Recipient shall timely inform the LIPA in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

EQUAL EMPLOYMENT FOR MINORITIES AND WOMEN. In accordance with Section 312 of the New York Executive Law: (i) the Recipient shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation; (ii) at the request of the LIPA, the Recipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Recipient's obligations herein; and (iii) Recipient shall state, in all solicitations or advertisements for employees, that, in the performance of this Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Recipient shall include the provisions of (i), (ii) and (iii) above, in every subcontract over twenty-five thousand dollars (\$25,000.00) for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Recipient.

CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

LATE PAYMENT. Timeliness of payment and any interest to be paid to the Recipient for late payment shall be governed by Section 2880 of the Public Authorities Law and the guidelines adopted by the Authority thereto.

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Recipient certifies and warrants that all wood products to be used under this contract award will be

in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Recipient to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the Recipient will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Recipient to meet with the approval of the State.

MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the New York Laws of 1992), the Recipient hereby stipulates that the Recipient either (i) has no business operations in Northern Ireland, or (ii) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Article 165 of, the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
One Commerce Plaza
Albany, New York 12245.

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Minority and Women's Business Development Division
One Commerce Plaza
Albany, New York 12245

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Recipient certifies that:

(a) The Recipient has made commercially reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and woman-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Recipient has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; and

(c) The Recipient agrees to make commercially reasonable efforts to provide notification to New York State residents of employment opportunities on this Project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Recipient agrees to document these efforts and to provide said documentation to the State upon request.

(d) The Consultant acknowledges that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

RECIPROCITY AND SANCTIONS PROVISIONS. The Recipient is hereby notified that if its principal place of business is located in a state that penalizes New York State vendors, and if the goods or services it offers are substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that the Recipient be denied contracts which it would otherwise obtain.

PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the LIPA shall not purchase any apparel from any Recipient unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) the Recipient will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the LIPA), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER 127. Recipient certifies that all information provided to the LIPA with respect to Executive Order Number 127 is complete, true, and accurate.

OPTIONAL TERMINATION BY THE AUTHORITY. The Authority reserves the right to terminate this contract in the event it is found that the certification filed by Consultant in accordance with New York State Executive Order Number 127, signed by Governor Pataki on June 16, 2003, was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Recipient in accordance with the written notification terms of the contract.

Non-Collusive Bidding Certification
Required by Section 2878 of the Public Authorities Law

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20__ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS	LEGAL RESIDENCE
_____	_____
_____	_____
_____	_____

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAMES	LEGAL RESIDENCE
-------	-----------------

President

Secretary

Treasurer

President

Secretary

Treasurer

Identifying Data:

Potential Consultant: _____

Street Address: _____

City, Town, etc. _____

Telephone: _____ Title: _____

If applicable, Responsible Corporate Officer Name

Title

Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant:

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By _____
... (Name)

By _____
... (Name)

Title

Title

Street Address

Street Address

City and State

City and State

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with section 165 of the State Finance Law, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) has business operations in Northern Ireland;

Yes ___ or No ___

If yes:

(2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ or No ___

Signature

Contractor Disclosure of Contacts Form
Required by New York State Executive Order Number 127
(EO 127)

This form shall be completed and submitted with your bid/proposal or offer. Failure to complete and submit this form shall result in a determination of non-responsiveness and disqualification of the bid, proposal or offer. If at the time of submission of this form, the specific name of a person authorized to attempt to influence a decision on your behalf is unknown, you agree to provide the specific person's information when it is available. You also agree to update this information during the negotiation or evaluation process of this procurement, and throughout the term of any contract awarded to your company pursuant to this bid/proposal or offer.

Name of Contractor: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Is this an initial filing in accordance with Section II, paragraph 1 of EO 127 or an updated filing in accordance with Section II, paragraph 2 of EO 127? (Please circle):

Initial filing

Updated filing

The following person or organization was retained, employed or designated by or on behalf of the Contractor to attempt to influence the procurement process:

Name: _____

Address: _____

Telephone Number: _____

Place of Principal Employment: _____

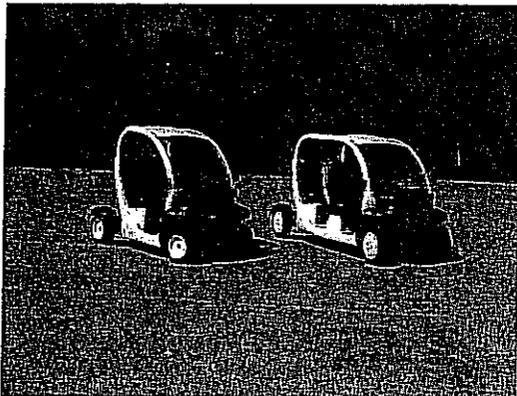
Occupation: _____

Does the above named person or organization have a financial interest in the procurement? (Please circle)
yes no

EXHIBIT A

Description of Vehicle(s)

4 Passenger



Weight and Measures

Curb Weight: 1280 lb. with batteries
Length: 126 inches
GVW: 2100 lb. (gross vehicle weight)
Height: 71 inches
Turning Radius: 17 feet 6 inches
Width: 55 inches
Wheelbase: 101 inches

Power Train

Motor: 72 - volt shunt GE motor
Transmission: Front wheel drive direct-coupled Dana Spicer differential.
Speed Control: GE solid state controller with:
Key switch input
High pedal disable
Under voltage detector
Regenerative braking
Zero speed detect "Anti-Runaway"
Thermal sensor protection
Tire: 12" two-ply street rated tires
Battery Pack: Six Trojan 12-volt deep-cycle batteries
On-Board Charger: Proprietary 72 volt DC charger with charge status LED / using 110 AC house current.

Chassis

Brakes: Four wheel automotive-style hydraulic brakes.
Parking brake.
Front Suspension: Independent front wheel suspension, with two coil spring/shock units.
Rear Suspension: Trailing arm with two coil spring/shock units.

Steering: Automotive rack and pinion with permanently sealed tie rod ends.
Frame: Aluminum welded space frame using custom aluminum-alloy extrusions.

Body

Sunroof: Standard
Seating: Seats four occupants.
Front bucket seats
Rear - bench seat using a molded foam cushion covered by marine grade UV stable vinyl coverings

Passenger

Restraints: Automotive-design 3-point safety belts.
Lighting: Quartz halogen headlights, front and rear turn signals, high mount rear brake and tail lights with a 10 second safety delay after vehicle is turned off.
Windshield: Laminated tinted automotive safety glass with wiper.
Body: Structural composite and thermo-plastic panels.
Horn: Standard.
Floor Mat: Standard, Rubber.
Safety Handles: Upper passenger and driver's side, front and rear.
Lower front and rear seat rail.
Reflector: Rear & Side.
Mirror: Rearview & Dual Exterior.

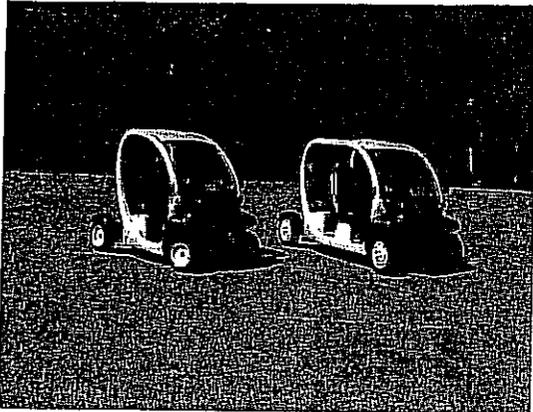
Performance

Speed: Dual Controllable
Turf: 12-15 mph
Street: 20-25 mph

EXHIBIT A

Description of Vehicle(s)

2 Passenger



Weight and Measures

Curb Weight: 1100 lb. with batteries
Length: 96.5 inches
GVW: 1600 lb. (gross vehicle weight)
Height: 69.5 inches
Turning Radius: 13 feet 5 inches
Width: 55 inches
Wheelbase: 71.1 inches

Power Train

Motor: 72 - volt shunt GE motor
Transmission: Front wheel drive direct - coupled Dana Spicer differential.
Speed Control: GE solid state controller with:
Key switch input
High pedal disable
Under voltage detector
Regenerative braking
Zero speed detect "Anti-Runaway"
Thermal sensor protection
Tire: 10" Two-ply street and turf rated tires
Battery Pack: Six Trojan 12-volt deep-cycle batteries
On-Board Charger: Proprietary 72 volt DC charger with charge status LED / using 110 AC house current.

Chassis

Brakes: Four wheel automotive-style hydraulic brakes.
Parking brake.
Front Suspension: Independent front wheel suspension with two coil spring/shock units.
Rear Suspension: Trailing arm with two coil spring/shock units.
Steering: Automotive rack and pinion with permanently sealed tie-rod ends.
Frame: Aluminum welded space frame using custom aluminum-alloy extrusions.

Body

Seating: Seats two occupants.
Bench seat - using a molded foam cushion covered by marine grade UV stable vinyl coverings.
Passenger Restraints: Automotive-design 3-point safety belts.
Lighting: Quartz halogen headlights, front and rear turn signals, high mount rear brake and taillights with a 10 second safety delay after vehicle is turned off.
Windshield: Laminated tinted automotive safety glass with wiper.
Body: Structural composite and thermo-plastic panels.
Horn: Standard.
Rubber Floor Mat: Standard.
Safety Handles: Dual upper hand & lower seat rail.
Reflector: Rear & Side.
Mirror: Rearview & dual Exterior.

Performance

Speed: Dual Controllable
Turf: 12-15 mph
Street: 23-25 mph

FEBRUARY 1, 2005

Adopted

TOWN OF RIVERHEAD

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A NOTICE OF PUBLIC MEETINGS SCHEDULE FOR THE FARMLAND SELECT COMMITTEE

RESOLUTION # 98

COUNCILMAN DENSIESKI

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

BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached Notice of Public Meetings Schedule for the Farmland Select Committee in the February 10, 2005 issue of The Traveler Watchman;

THE VOTE

Sanders ~~Yes~~ No

Blass ~~Yes~~ No

Densieski ~~Yes~~ No

Bartunek ~~Yes~~ No

Cardinale ~~Yes~~ No

Z:herd.farmlandselect

FEBRUARY 1, 2005

The Traveler Watchman
PO Box 725
Southold, NY 11971

Gentlemen:

Please publish the following notice once in your issue of February 10, 2005 and send us two copies of proof of publication:

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC MEETINGS**

PLEASE TAKE NOTICE, that public meetings of the Town Of Riverhead Farmland Select Committee will be held at Riverhead Town Hall Meeting Room, 200 Howell Avenue, Riverhead, New York at 7:00 p.m. on the following dates:

**February 2
March 2
April 6
May 4
June 1
July 13
August 3
September 14
October 5
November 2
December 7**

DATED: February 1, 2005
Riverhead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, TOWN CLERK

FEBRUARY 1, 2005

Adopted

TOWN OF RIVERHEAD

AUTHORIZES TOWN CLERK TO PUBLISH AND POST A NOTICE OF PUBLIC MEETINGS SCHEDULE FOR THE OPEN SPACE COMMITTEE

RESOLUTION # 99

COUNCILMAN BARTUNEK

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

BE IT RESOLVED, that the Town Clerk be and is hereby directed to publish the attached Notice of Public Meetings Schedule for the Open Space Committee in the February 10, 2005 issue of The Traveler Watchman;

THE VOTE

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

Z:herd.openspace

FEBRUARY 1, 2005

The Traveler Watchman
PO Box 725
Southold, NY 11971

Gentlemen:

Please publish the following notice once in your issue of February 10, 2005 and send us two copies of proof of publication:

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC MEETINGS**

PLEASE TAKE NOTICE, that public meetings of the Town Of Riverhead Open Space Committee will be held at Riverhead Town Hall Meeting Room, 200 Howell Avenue, Riverhead, New York at 7:00 p.m. on the following dates:

February 8
March 8
April 12
May 10
June 14
July 12
August 9
September 13
October 11
November 1
December 13

Please be advised that if said meeting is cancelled due to unforeseen circumstances or weather conditions said meeting will be held on the following Monday evening at Riverhead Town Hall at 7:00 p.m.

DATED: February 1, 2005
Riverhead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, TOWN CLERK

2/1/05

TOWN OF RIVERHEAD

Resolution # 100

Adopted

AUTHORIZES TOWN STAFF TO ASSIST RIVERHEAD CENTRAL SCHOOL DISTRICT WITH SAFE ROUTES TO SCHOOLS PROGRAM

COUNCILWOMAN SANDERS

_____ offered the following resolution, which

was seconded by _____ COUNCILMAN BARTUNEK _____ :

WHEREAS, the New York State Department of Transportation has sponsored a Safe Routes to Schools Program to encourage and facilitate local governments and school districts in improving environments for pedestrians, bicyclists and motorists approaching and departing from school grounds; and

WHEREAS, the Riverhead Central School District has identified several areas of concern and has taken steps to improve safety in the vicinity of the Riverhead Middle School, in particular; and

WHEREAS, the development and implementation of long term improvements could be facilitated by the use of federal funds as appropriated in the federal Fiscal Year 2005 Budget, the applicant for which must be the local municipality.

WHEREAS, the roadways in the vicinity of the Riverhead Middle School, the Riverhead High School and Pulaski Street School are owned by the Town of Riverhead.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the Community Development Director, Town Engineer, Police Department and the Highway Superintendent to participate with representatives of the Riverhead Central School District in developing proposed traffic calming and pedestrian safety improvements and in applying for funds available for implementation of said improvements to the extent they are located within rights of way of the Town of Riverhead.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Director Andrea Lohnneiss, Town Engineer Ken Testa, Chief of Police David Hegermiller, Highway Superintendent Mark Kwasna, Riverhead Middle School Principal Andrea Pekar, Riverhead Central School District Superintendent Paul Doyle and Riverhead Central School District Clerk Barbara O'Kula, + Grants Co-ordinator.

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

FEBRUARY 1, 2005

Adopted

TOWN OF RIVERHEAD

AUTHORIZES SUPERVISOR TO EXECUTE CONTRACT WITH ARCHITECTUAL FIRM

RESOLUTION # 10D

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

WHEREAS, the architectural firm of Gates, Hafen and Cochrane were engaged to design a new animal shelter in September of 2003; and

WHEREAS, the Town is in receipt of an invoice for the professional services provided between September 1, 2003 through December 31, 2003 from Gates, Hafen and Cochrane.

NOW, THEREFORE BE IT, RESOLVED, that the Town Board of the Town of Riverhead hereby approves the payment of \$12,819.29 be made to Gates, Hafen and Cochrane for professional services rendered for the period 9/1/03 – 12/31/03; and

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, authorized to forward a Certified Copy of this Resolution to Gates, Hafen and Cochrane and the Office of Accounting.

THE VOTE

Bartunek <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Blass <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Densieski <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Sanders <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cardinale <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

FEBRURY 1, 2005

Adopted

TOWN OF RIVERHEAD

AWARDS BID FOR FOOD

RESOLUTION # 102

COUNCILMAN BARTUNEK

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

WHEREAS, the Town of Riverhead advertised for bids for Food; and

WHEREAS, the Town received one bid; and

NOW, THEREFORE, BE IT RESOLVED, that the bid for Food is hereby awarded to Landmark Food Corp .

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Landmark Food Corp., the Senior Center Manager and the Purchasing Department.

THE VOTE

Sanders Yes No

Blass Yes No

Densieski Yes No

Bartunek Yes No

Cardinale Yes No

ITEM	DESCRIPTION	QUANTITY	PRICE
1	APPLE JUICE, 6 OZ CANS	48 CT. 5.5	16.20
2	APPLES, FRESH(MAC)	100 CT	22.55
3	APPLES, SLICED, CANNED	6/10	26.40
4	APRICOT HALVES	6/10	28.85
5	ASST. HORS DOUVRES	100 PK	29.45
6	BANANAS, FRESH (40 LB.)	CASE	19.70
7	BASE, BEEF, LUDA 12/1lb		19.20
8	BASE, CHICKEN, LUDA 12/1lb		19.20
9	BASIL	26 OZ.	12.35
10	BAY LEAF	12 OZ.	15.85
11	BEANS, FRENCH CUT, FROZEN	12/25	21.95
12	BEANS, GARBANZO		15.85
13	BEANS, ITALIAN, FROZEN (2-1/2 LB. PKG.)	12/CS	18.85
14	BEANS, LIMA, FROZEN (25 OZ/PKG.)	12/CS	33.60
15	BEANS, STRING, REG. CUT, FROZ. 2.5 LB. PKG. 12/2lb	12PK/CS	14.50
16	BEANS, WAXED	10# CAN	21.90
17	BEANS, WAXED, FROZEN (3 LB. PKGS.) 12/2.5	12/CS	20.50
18	BEEF STEW special order only	12/5 CS	No BID
19	BEETS, SLICED	6/10	20.85
20	BISCUITS, OVEN READY	175 CT	22.90
21	BLACK BEANS & RICE (UNCLE BEN'S) special order available		No BID
22	BOW TIE NOODLES	10 LB.	10.60
23	BREAD CRUMBS, ITALIAN	6/5 LB.	19.85
24	BROCCOLI SPEARS, FROZEN (3 LB. PKG.)	12/CS	16.46
25	BROCCOLI, CHOPPED, FROZEN 2.5 LB. PKGS.	12/CS	16.46
26	BROCOLLI, FRESH	CASE	18.90
27	BRUSSELS SPROUTS, FROZEN 2.5 LB. PKGS. 12/2lb	12/CS	18.45
28	BUTTER PATTIES (IND) 47 CT/17# MARKET PRICE	47CT/17 LB	No BID
29	BUTTER SOLIDS (1 LB) MARKET PRICE	36/CS	No BID
30	CABBAGE (24 CT)	50 LB/CS	19.70
31	CABBAGE, SHREDDED cole slaw mix available 4/50 18.80		No BID
32	CABBAGE, RED	6/10	28.75
33	CAJUN SPICE	22 OZ	12.00
34	CAKE MIX, DEVILS FOOD	6-5#	23.65
35	CAKE MIX, MODERN MAID, YELLOW (5 LB. BOX)	6/CS	25.90
36	CAKE, BROWNIE, SHEET, FROZEN	3/84 OZ	41.35

ITEM	DESCRIPTION	QUANTITY	PRICE
37	CAKE, CARROT, SHEET, FROZEN - 4/96 oz.	3/84 OZ	59.70
38	CAKE, CRUMB, SHEET, FROZEN	1 SHEET	13.25
39	CAKE, POUND (4 LB. EACH)		8.30
40	CAKE, RASPBERRY, SHEET, FROZEN	1 SHEET	14.25
41	CANTALOUPE <i>Larger 15 ct</i>	18/CS	22.30
42	CARROTS, BELGIAN	1	22.60
43	CARROTS, DICED, FROZEN (2.5 LB. PKG.)	12/CS	9.90
44	CARROTS, FRESH	6/1#	2.97
45	CAULIFLOWER, FROZEN, (2 LB. PKGS.)	12/CS	17.55
46	CELERY, FRESH	6 CT	4.92
47	CEREAL, BRAN FLAKES (IND.) KELLOGS <i>Hospitality</i>	96 CT	20.80
48	CEREAL, CORN FLAKES (IND.) <i>Hospitality</i>	96 CT	20.80
49	CEREAL, CREAM OF WHEAT	12/28 OZ.	34.45
50	CEREAL, OATMEAL	12/48 OZ	19.60
51	CEREAL, SUGAR FROSTED FLAKES	96 ct.	20.80
52	CEREAL, RAISIN BRAN (IND) KELLOGG'S <i>Hospitality</i>	96 CT	20.80
53	CEREAL, SPECIAL "K"		30.55
54	CEREAL, RICE CRISP	96 PK.	20.80
55	CEREAL, TOASTED OATS (IND.)	96 CT	20.80
56	CHEESE, AMERICAN LOAF (5 LB.)	LB.	11.65
57	CHEESE, COTTAGE	5 LB TUB	5.97
58	CHEESE, MOZZARELLA (5 LB.) <i>MARKET PRICE</i>	LB.	NO BID
59	CHEESE, PARMESAN, IMPORTED	5 LB. TUB	19.70
60	CHEESE, PARMESAN, PC	200 CT	21.80
61	CHEESE, RICOTTA	3 LB.	4.35
62	CHEESE, SWISS BULK <i>8.16</i>	BULK	2.69
63	CHERRIES	1 GAL.	9.85
64	CHEFMATE, SWEET & SOUR	6/64 OZ	38.60
65	CHICKEN PATTIES	10# BOX	26.75
66	CHICKEN CROQUETTES 10#	10#	25.90
67	CHICKEN RAVIOLI <i>AVAILABLE SPECIAL ORDER</i>		NO BID
68	CHICKEN STEAK, 4OZ., 40CT/CS BREADED	CS	33.45
69	CHICKEN TENDERS	10#	32.60
70	CHILI 12/CS. <i>12/# SCAN</i>	50 OZ.	54.50
71	CHILI POWDER	20 OZ.	5.80
72	CHOPPED SPINACH	12/3#	21.30
73	CINNAMON	15 OZ.	4.50

ITEM	DESCRIPTION	QUANTITY	PRICE
74	COFFEE (1 LB. PKGS.) 12/1402-	12/1#	31.20
75	COFFEE, DECAF (1 LB. PKGS.) 12/1400	12/1#	36.20
76	COFFEE, SANKA, (IND)(5 PKGS./100)	CASE	46.50
77	COLESLAW MIX TUB 4/5lb	20#	18.80
78	COOKIES, CHOCOLATE CHIP	10#	18.80
79	COOKIES, OATMEAL	10#	17.50
80	COLLARD GREENS, FROZEN (3 LB. PKGS.)	12/CS	21.60
81	COOKIES, SUGAR 10# BULK	10#	17.50
82	COOKIE, OREO, 4-PACK	120 CT.	31.50
83	CORN, COBETTES 96 PK.	96 PK.	18.30
84	CORN, ON THE COB 5"	48 CT.	10.40
85	CORN, FROZEN CUT 12/25	24/cs	18.35
86	CORN, WHOLE KERNEL	6/10	21.45
87	CORN STARCH	24 LB.	16.90
88	CORNED BEEF BRISKET-COOKED/RAW	LB.	1.84
89	CRAB CAKES Mrs. Fridays 53/302-	10#	33.80
90	CRACKERS, OYSTERETTE TYPE	150 PK	10.55
91	CRACKERS, PREMIUM UNSALTED	SE/500-2 PK.	11.95
92	CRANBERRY COCKTAIL, 46 OZ		14.80
93	CRANBERRY JUICE	3 GAL.	61.30
94	CRANBERRY SAUCE, OCEAN SPRAY (JELLIED)	6/10	37.80
95	CRANBERRY SAUCE, PC	200.00	17.45
96	CROISSANT 64 ct	1-1/8 OZ.	23.35
97	CREAM CHEESE PHILLY	100 PK	16.80
98	CUCUMBERS	5 LB.	3.87
99	DANISH, ASSTD. FROZEN, WRAPPED	24 CT.	12.90
100	DRESSING, CAESAR, CREAMY (GAL. JARS)	4/CS	42.70
101	DRESSING, COLESLAW (GAL. JARS)	4/CS	31.65
102	DRESSING, FRENCH PC	200 PKG	9.45
103	DRESSING, ITALIAN (4 GAL. JARS)	CASE	29.60
104	DRESSING, ITALIAN CREAMY (GAL. JARS)	4/CS	29.90
105	DRESSING, ITALIAN, PC	200 CT.	8.60
106	DRESSING, OIL & VINEGAR PC	60 PKG.	11.55
107	DRESSING, THOUSAND ISLAND PC	200/PKG.	9.95
108	EGGPLANT ROLETTE	48/35	26.70
109	EGG PRODUCT, FROZEN (5 LB. CONTAINERS) 6/5lb	6/CS	26.45
110	EGGS, LARGE	15 DZ./CS	15.80

ITEM	DESCRIPTION	QUANTITY	PRICE
			69.40
111	FILLING, BLUEBERRY	6/10	69.40
112	FISH, BATTER DIPPED	10 LB.	18.25
113	FISH CAKES 2oz. 9/4 5lb : 32471	360/cs	59.50
114	FISH, COD, BATTER	40/4oz	46.50
115	FISH IN A MINUTE 53/3oz	10 LB	26.50
116	FISH, FLOUNDER, PRECOOKED, BREADED	10 LB./CS	30.20
117	FISH, HOKIE 44/3.6		34.80
118	FISH, OCEAN PERCH BATTERED	10 lb.	37.94
119	FISH, POPCORN	10 lb-	31.25
120	FISH, SEA GRILL, PLAIN, FROZEN (4 OZ.) Special Order	40/CS	No BID
121	FISH STICKS	10/b-	17.80
122	FISH, TUNA, LARGE CAN (66-1/2 OZ.)	6/CS	32.80
123	FLOUR	25 LB. BAG	6.90
124	FRENCH FRIES, FROZEN, OVENCOOKED (5 LB.)	6/CASE	13.50
125	FRENCH TOAST	144/CS	20.90
126	FRUIT COCKTAIL	6/10	25.60
127	FRUIT SALAD, CITRUS	4/1 GAL.	31.45
128	FRUIT SALAD MEDLEY Fresh 2GAL/2W	4/1 GAL.	27.90
129	FRUIT SALAD, TROPICAL	6/10	32.90
130	GARLIC POWDER 19oz	18 OZ.	5.45
131	GRAHAM CRACKERS	200/2CT	19.70
132	GRAHAM CRACKER CRUMBS	10 LB. BAG	18.95
133	GRAVY MASTER	12/QT/CS	69.60
134	GRAVY, BEEF, CAMPBELL'S (51 OZ. CANS)	12/CS	20.60
135	GRAVY, CHICKEN, CAMPBELL'S (51 OZ. CANS)	12/CS	28.75
136	GRAVY, TURKEY (LEGAUT)	12/#5	34.85
137	GRILL BURGER		38.25
138	GRILL MEATLOAF		43.80
139	HAM, VIRGINIA	50#	29.716
140	HASH, CORNED BEEF	6/10	49.84
141	HOT CHOCOLATE, NESTLES (50 ENV. BOX)	6 BX/CS	31.60
142	ICED TEA MIX, NESTEA LIPTON	24/12 OZ.	33.00
143	Jell-O, CITRUS	12/CS	26.20
144	JELL-O, RED 24 OZ.	12/CS	26.20
145	JELLY, GRAPE (4 LB.)	6/CS	21.40
146	JELLY, GRAPE (INDIVIDUAL)(ASST. 7.59)	200/CS	8.55
147	JELLY, GRAPE 4 LB.	6/CS	21.40

ITEM	DESCRIPTION	QUANTITY	PRICE
148	JELLY, GRAPE, PC(200 CT)	200 CT	8.55
149	JUICE, APPLE (46 OZ.)	12/CS	12.05
150	JUICE, APPLE, 48/6OZ.	6/CS	16.20
151	JUICE, CRANBERRY (6 OZ.)	12/46.52	46 OZ. 14.50
152	JUICE, CRANBERRY (6 OZ.)	48/55.52	48/CS 20.30
153	JUICE, GRAPE (46 OZ.)	12/CS	18.65
154	JUICE, GRAPE (6 OZ)	48/55	48/CS 20.15
155	JUICE, GRAPEFRUIT (46 OZ)	12/CS	15.30
156	JUICE, GRAPEFRUIT (6 OZ)	48/CS	15.60
157	JUICE, ORANGE (46 OZ)	3 GAL.	53.40
158	JUICE, ORANGE -FROZEN (4 OZ)	72.90/4 OZ.	7.95
159	JUICE, PINEAPPLE DOLE (46 OZ)	12/CS	16.50
160	JUICE, TOMATO, SACRAMENTO (46 OZ)	12/CS	15.45
161	KALE, FROZEN	12/3#	27.20
162	KETCHUP, HEINZ	6/10	21.30
163	KETCHUP, HEINZ (IND)	1000/CS	20.90
164	KIDNEY BEANS (6 LB. CANS)	6/CS	15.45
165	LASAGNA ROLL UPS	53/302	64/cs 24.25
166	LASAGNA, VEGETABLE, STOUFFERS	4/96	48.75
167	LEMON JUICE	12 qt.	13.80
168	LEMONADE,	3 GAL.	29.60
169	LEMONADE, FROZEN	48/6 OZ.	6.20
170	LEMONADE MIX, PINK	12/2 gal	15.90
171	LEMONS, FRESH	140 ct	27.70
172	LETTUCE, ICEBERG MARKET PRICE	24/cs	NO BID
173	LORNE DOONES	120 pc	28.70
174	MACARONI SALAD	10#	6.85
175	MANICOTTI, CELENTANO	60/2.7 oz	80/24 oz. 16.97
176	MARGARINE, BLOCK	6 lb/30 pk	12.80
177	MARGARINE PATTIES, 600 PK	PC	12.15
178	MAYONNAISE, (IND.) NUGGET	200CT/CS	9.88
179	MAYONNAISE, HELLMANN'S	4/1 gal.	35.90
180	MEAT, CHOPPED	10# PKG.	18.90
181	MEATBALLS, ORO FINO	2 oz.	22.60
182	MILK, EVAPORATED	CS/48 TALL	39.55
183	MUFFIN MIX, BLUEBERRY (5 LB. PKGS.)	6/CS	34.90
184	MUFFIN MIX, CORN (5 LB. PKGS.)MM DELUXE	6/CS	37.25

ITEM	DESCRIPTION	QUANTITY	PRICE
185	MUSHROOMS, CANNED	6/10	31.70
186	MUSTARD, GULDEN'S	CASE/4 GAL	27.70
187	MUSTARD, GULDEN'S (IND.)	500 CS	15.20
188	NUTMEG	16 OZ.	9.10
189	OLIVES, BLACK <i>med pitted 6/10</i>	CASE	32.30
190	OATMEAL RAISIN COOKIES	100 PC.	15.97
191	OLIVES, GREEN (125 CT)	1 GAL.	11.20
192	ONION POWDER	19 oz.	3.90
193	ONIONS, RED	5#	3.65
194	ONIONS, PEARL, FROZEN, 12/2LB.	CS	26.60
195	ONIONS, SPANISH, FRESH	10# BAG	4.25
196	ORANGE DRINK MIX	12/2 GAL.	16.50
197	ORANGES, FRESH	100/CS	20.35
198	ORANGES, MANDARIN	6/CS	25.40
199	OREGANO	16 OZ.	11.85
200	PANCAKE, DOWNYFLAKE	144/CS.	14.95
201	PAPRIKA	16 OZ.	4.95
202	PARSLEY, FLAKES	11 OZ.	7.80
203	PARSLEY, FRESH	6 CT.	3.65
204	PASTA, CHOW MEIN NOODLES, VEGETABLE FROZEN	4/5 LB. TUB	34.70
205	PASTA, EGG NOODLES	10 LB. BOX	9.55
206	PASTA, ELBOW MACARONI	20 LB. BOX	12.85
207	PASTA, LASAGNE	10 LB. BOX	9.45
208	PASTA, ROTINI	20 LB. BOX	12.85
209	PASTA, SHELLS, MEDIUM	20 LB. BOX	12.85
210	PASTA, SPAGHETTI	20 LB. BOX	12.85
211	PASTA, TRI-COLOR MACARONI	10 LB. BOX	10.75
212	PASTA, ZITI	20 LB. BOX	12.85
213	PASTRY DOUGH <i>10X15, 5X5 sheets</i>	CASE	25.80
214	PEACHES, HALVES <i>Special Order</i>	3/5	NO BID
215	PEACHES, SLICED, NATURAL, NO SUGAR	6/10	29.90
216	PEANUT BUTTER, NUGGET (5 LB.)	6/CS	34.75
217	PEAR HALVES, NATURAL, NO SUGAR	6/10	29.90
218	PEARS, DICED, NATURAL, NO SUGAR	6/10	28.95
219	PEAS	10# CAN	22.65
220	PEAS, FROZEN (2.5 LB. PKG.)	12/CS	15.55
221	PEAS, SNAP, FROZEN (2 LB. BAG)	12/CS	26.45

ITEM	DESCRIPTION	QUANTITY	PRICE
222	PEPPER STRIPS	6/10	22.30
223	PEPPER, BLACK	16 OZ.	5.85
224	PEPPERS, FRESH GREEN	25 LBS.	18.90
225	PERCH, SOUTHERN STYLE		41.00
226	PHILLY QUICK STEAKS	48/4OZ.	34.95
227	PICKLE SPEARS 5 GAL.	<i>5 gal.</i> 48/4 OZ	19.85
228	PICKLE, DILL CHIPS B & G (1 GAL. JARS)	4/CS	13.90
229	PICKLES, DILL	4 GAL/CS	16.85
230	PIE SHELLS, FROZEN 10"	10"	18.90
231	PIE, PUMPKIN	10"	23.75
232	PIERRE RIB-B-QUE	60/3 OZ	44.80
233	PIES, MRS. SMITH, APPLE 10"	6/CS	22.90
234	PINEAPPLE, CRUSHED	10# CAN	23.15
235	PINEAPPLE CHUNKS	6/10	22.95
236	PINEAPPLE SLICED	6/10	23.25
237	PLUMS,	6/10	26.75
238	PLUMS, WHOLE PURPLE, DIET & REG.	6/10	26.75
239	POPCORN, VENDING	<i>72 ct</i> 404 CT.	16.90
240	PORK & BEANS	6/10	15.80
241	PORK PATTIES BREADED	72/3 OZ.	43.35
242	POT PIE, BEEF	24/7 OZ.	18.30
243	POT PIE, CHICKEN	24/7 OZ.	18.30
244	POTATO CHIPS (VENDING)	104 CT.	23.85
245	POTATOES, DICED	6/10	19.25
246	POTATOES, FRESH, IDAHO	50#	17.45
247	POTATOES, HASH BROWN PATTY	<i>connect 240 ct</i> 240 CT	18.80
248	POTATOES, INSTANT	6/10	34.80
249	POTATOES, REDS	50 LB.	17.50
250	POTATO SALAD	10 LB	6.85
251	POTATO SALAD, GERMAN	<i>special order</i> 10#	12.55
252	POTATO SKINS 10 LB. RED SKIN	4/4#	31.00
253	POTATOES, SLICED	6/10	17.97
254	POTATOES, SWEET, YAMS	6/10	21.85
255	POTATOES, WHOLE 70-80 CT	6/10	18.90
256	PRETZEL, VENDING	88 CT.	20.55
257	PUDDING, BANANA	6/10	20.60
258	PUDDING, BUTTERSCOTCH	6/10	20.60

ITEM	DESCRIPTION	QUANTITY	PRICE
259	PUDDING, CHOCOLATE	6/10	20.60
260	PUDDING, LEMON	6/10	20.60
261	PUDDING, RICE	6/10	20.60
262	PUDDING, TAPIOCA	6/10	20.60
263	PUDDING, VANILLA	6/10	20.60
264	PUNCH, FRUIT (46 OZ. CANS)	12/CS	12.45
265	RAINBOW TREASURES <i>FISH - Special order</i>		No Bid
266	RAISINS	30 LBS.	38.20
267	RAVIOLI, CANNED	6/10	37.60
268	RAVIOLI, CHEESE, FROZEN <i>pre-cooked 240 ct.</i>	300/CT	13.80
269	RELISH	4 GAL./CS	18.80
270	RELISH (INDIVIDUAL)	200/CS	10.90
271	RICE, MEXICAN FIESTA		26.90
272	RICE, GARDEN BLEND		41.00
273	RICE PILAF	6/36 OZ.	22.55
274	RICE, UNCLE BEN'S	25 LB. BAG	13.90
275	RICE, WILD (36 OZ. PKG.)	6/CS	29.85
276	ROAST BEEF, BOTTOM ROUND		273.16
277	RINSE	5 GAL.	67.00
278	ROLLS, HOT DOG (12 PKGS.)	144 CT.	14.75
279	ROLLS, DINNER <i>120 ct</i>	144/CS	14.80
280	SALAD, MACARONI	10 LB.	6.85
281	SALAD, THREE BEAN <i>(Fresh) Special Order</i>	No Bid	14.80
282	ROLLS, HAMBURGER 120 COUNT	10 PK/CS	13.85
283	SALAD, THREE BEAN	6/10	26.90
284	SALISBURY STEAK,	10#	23.95
285	SALT	24/26 OZ.	10.80
286	SALT, SEASONED LAWRY'S	2.5#	12.85
287	SAUCE, APPLE, SUGAR FREE IN JUICE	6/10	17.45
288	SAUCE, BBQ (4 GAL. JARS) OPEN PIT	CASE	34.80
289	SAUCE, CHEESE, CAMPBELL'S	6/10	31.70
290	SAUCE, SOY (1 GAL.) GOLD'S	4/1 GAL.	12.90
291	SAUCE, SPAGHETTI	6/10	19.70
292	SAUCE, TOMATO	6/10	14.90
293	SAUCE, WORCESTERSHIRE (1 GAL.)	4/CS	12.80
294	SAUERKRAUT	6/10	18.90
295	SCROD, NEW ENGLAND STYLE (10 LB. PKG.)	6/CS	45.30

ITEM	DESCRIPTION	QUANTITY	PRICE
296	SEA LEG SUPREME	12/2.5 LB.	74.55
297	SEA NUGGETS, OVEN READY	10 LB/CS	29.85
298	SHELLS, STUFFED, MEDIUM	92/1.75 96 CT	18.75
299	SOUP BASE, CREAMED, KNORR	6/2 LB	59.65
300	SOUP, BEEF BARLEY, CAMPBELL'S-LG. 51 OZ.	12/CS	54.35
301	SOUP, BEEF NOODLE, CAMPBELL'S-SM. 7.25 OZ. Special	24/CS	54.35 No Bid
302	SOUP, CHICKEN & RICE, CAMPBELL'S-SM. 7.25 OZ. Special	24/CS	No Bid
303	SOUP, CHICKEN NOODLE, CAMPBELL'S-LG 51 OZ.	12/CS	77.50
304	SOUP, CHICKEN NOODLE, CAMPBELL'S-SM. 7.25 OZ. Special	24/CS order	No Bid
305	SOUP, MANHATTAN CLAM, CAMPBELL'S-LG 51 OZ.	12/CS	49.90
306	SOUP, CREAM/CELERY, CAMPBELL'S-LG 51 OZ.	12/CS	39.60
307	SOUP, CREAM/MUSHROOM, CAMPBELL'S-LG 51 OZ.	12/CS	39.80
308	SOUP, SPLIT PEA, CAMPBELL'S-LG 51 OZ.	12/CS	38.90
309	SOUR CREAM	5 LB. CONT	5.85
310	SOY SAUCE (1 GAL. JAR)	4/1 Gal 67CS	12.90
311	SPARERIBS 30# BOX	PER#	NO BID
312	SPINACH, CHOPPED, FROZ (3 LB. PKG)	12/3#	21.80
313	SQUASH, YELLOW, SLICED, FROZEN (3 LB. PKG.)	12/CS	25.60
314	STRAWBERRIES, SLICED, FROZEN (6.5 OZ.)	6/CS	39.00
315	STRINGBEANS	6#10	21.35
316	STUFFING, UNCLE BEN'S (1 LB. BAGS)	6 CS	28.50
317	SUGAR, 5 LB. PKG.	8/5 lb 6/CS	17.20
318	SUGAR, BROWN 1 LB. PKG.	24/1 lb 8/5 LB/CS	18.20
319	SUGAR, IND.	2000 CT	9.75
320	SUN CUP PUNCH	72 90/4 OZ	7.50
321	SUNCUP CRANBERRY	72 96/4OZ.	8.55
322	SUN CUP APPLE	72 90/4 OZ.	6.90
323	SUN CUP LEMONADE	48/6 OZ.	6.20
324	SUN CUP PINE/ORANGE	72/90/4 OZ.	8.70
325	SUPER CHICKEN	12#	49.80
326	SWEET & LOW (2 PKG./3000))	3000 CT.	22.55
327	SYRUP, MAPLE, IND. PKG. LOG CABIN BRAND Mrs. Butterworth	100/CS	9.35
328	SYRUP, PANCAKE (1 GAL)	100/CS	6.55
329	TART SHELLS, BURRY 3"	72 PK.	18.80
330	TARTAR SAUCE, PC		9.85
331	TEA, DECAF (IND.) PKG./100	5/CS	24.60
332	TEA, LIPTON	10/100	20.60

ITEM	DESCRIPTION	QUANTITY	PRICE
333	THYME	33 OZ.	25.45
334	TOMATO PASTE	6/10	24.90
335	TOMATO PUREE	6/10	16.45
336	TOMATOES, BEEFSTEAK	25#	21.80
337	TOMATOES, CHERRY	12/PT.	NO BID
338	TOMATOES, CRUSHED	6/10	15.80
339	TURNIP GREENS	12/3#	24.90
340	TOMATOES, WHOLE	6/10	16.50
341	TURNIPS, FROZEN	2.5#	14.85
342	VANILLA FLAVORING (IMITATION)	1 GAL.	9.30
343	VEAL PATTIES	10 LB	14.70
344	VEGETABLE OIL (GAL. JARS)	6/CS	31.20
345	VEGETABLES, MIXED	6/10 3/5	19.45
346	VEGETABLE, ITALIAN BLEND, FROZEN (2 LB. BAG)	12/CS	18.85
347	VEGETABLE, NORMANDY BLEND, FROZ. (2 LB. BAG)	12/CS	18.30
348	VEGETABLE, SCANDINAVIAN BLEND, FROZ. (2 LBS.)	12/CS	18.90
349	VINEGAR, WHITE, 1 GAL.	4 / 1 GAL. 12/CS	5.80
350	WAFFLE, DOWNYFLAKE	E-GO Brand 120 CT.	17.50
351	WATERMELON, WHOLE X-LARGE	120/CS	11.30
352	WHIPPED CREAM, EVERFRESH (15 OZ.)	12/CS	24.60
353	WHIPPED TOPPING, EVERY READY	12QT/CS	36.30
354	WORCESTERSHIRE SAUCE, 1 GAL.	4 / 1 GAL. 12QT/CS	12.80
355	YOGURT, ALL LOW FAT, FLAVORS	12 / 8 OZ. 4/CS.	6.10
356	ZITI, BAKED, 516 FROZEN	5 lb. 12/8 OZ.	14.80
357	ZUCCHINI & TOMATOES	6/10	32.20
358	ZUCCHINI, SLICED, FROZEN (3 LB. PKG.)	3#	21.40

FEBRURY 1, 2005

Adopted

TOWN OF RIVERHEAD

AWARDS BID FOR JANITORIAL SUPPLIES

RESOLUTION # 103

COUNCILWOMAN BLASS

_____ offered the following resolution,
which was seconded by COUNCILMAN BARTUNEK

WHEREAS, the Town of Riverhead advertised for bids for Janitorial Supplies;
and

WHEREAS, the Town received one bid; and

NOW, THEREFORE, BE IT RESOLVED, that the bid for Janitorial Supplies is
hereby awarded to Center Moriches Paper .

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby directed to
forward a copy of this resolution to Center Moriches Paper and the Purchasing
Department.

THE VOTE

Sanders Yes No

Blass Yes No

Densieski Yes No

Bartunek Yes No

Cardinale Yes No

If case quantity is different than what is listed below, it must be clearly stated.
 Failure to state any changes to quantity may result in disqualification of that item.

ITEM #	QUANTITY	DESCRIPTION	PRICE
1	ROLL	ALUMINUM FOIL ROLL 18" X 1M .001	27.76 *
2	250/CASE	ALUMINUM, PANS/LIDS EKCO-7139TP COMBO	39.88
3	18QTS/CASE	AMMONIA, CLEAR	8.54 *
4	500/CASE	APRONS,NATL.POLY PRODS E-300 24X46	155.36
5	100/CASE	BAGS,GARBAGE,DG403,33X39	19.22
6	2000/BUNDLE	BAGS,KRAFT GROCERY #6	36.75
7	500/CASE	BAGS, PLASTIC 10x8x24	39.66
8	6000/CASE	BAGS,WAXED SANDWICH	77.36
9	6GAL/CASE	BLEACH	7.62
10	EACH	BOTTLES, SQUIRT/SPPAY(32OZ)	2.90
11	1000/CASE	BOWL,NYMAN #12244-12OZ HD PLASTIC	42.91 *
12	1000/CASE	BOWL,NYMAN #5244 5OZ HD PLASTIC	40.76 *
13	EACH	BROOM,CORN,EBONY HAMBERG #7	8.45
14	EACH	BROOM-NO HANDLE, MED. EMPIRE 60-7167 18"	11.96
15	EACH	BRUSHES, TOILET BOWL	2.80
16	250/CASE	CARDBOARD LUNCH BOXES	32.05
17	12/CASE	CHOICE 12 HAND SOAP	38.30
18	24/CASE	CLEANER,COMET 21OZ POWDER	25.45
19	46/CASE	CLEANER,EPIC-SWELL OVEN & GRILL	39.37
20	1000/CASE	CONTAINERS,DART #4j6 4OZ SQUAT FOAM	14.25
21	2400/CASE	CUPS,COLD 3 OZ.	49.88
22	1000/CASE	CUPS,DART 6KY6 6OZ FOAM	11.97
23	1000/CASE	CUPS,DART 8KY8 8OZ FOAM	15.36
24	2500/CASE	CUPS,NYMAN #5545 5OZ SOFT PLASTIC	27.82
25	12/CASE	DEODORANT W/WIRE 4OZ	8.62
26	EACH	DISH POWDER/DEOD,EPIC V8 MACHINE 50LB	49.97
27	4GAL/CASE	DISINFECTANT,EPIC GUARD-ALL PINE	37.91
28	EACH	DISPENSER,CA/PAC P8 VUALL TOWEL	N/C
29	EACH	DISPENSER,GA/PAC S4 VUALL TOILET TISSUE	N/C
30	EACH	DISPENSER,LURON,US BORAX 321	N/C
31	12/CASE	DRACKETT PROLONG-CARPET CLEAN/SPOT REM20OZ	29.97 *
32	12/CASE	DUST MOP REFILL, WILEN 436-1 36X5	11.36 *
33	12/CASE	FANTASTIK 32OZ TRIGGER	39.97
34	1000/CASE	FORKS,HD PLASTIC	18.83
35	DOZEN PAIRS	GLOVES,BOSS 4020 BROWN JERSEY	10.49
36	DOZEN PAIRS	GLOVES,BOSS 4046 LEATHER PALM W/GAUNTLET	39.96 *
37	DOZEN PAIRS	GLOVES,BOSS RED LINED	22.46

* See Inspection Report

ITEM	QUANTITY	DESCRIPTION	PRICE
38	DOZEN PAIRS	GLOVES,EDMONT 37-155	77.72
39	12DZ/CASE	GLOVES,BALCO #2020L LARGE	9.80
40	1000/CASE	GLOVES, POLY FOOD HANDLER DISPOS.MED.	8.70
41	200/CASE	HANDI-WIPES (162/CASE)	18.85
42	150/CASE	HIMOLENE 386022ST 38X60 TRILAM SILVER HD	27.71
43	1000/CASE	KNIVES,HD PLASTIC	18.83
44	500/CASE	LIDS,EKO 1739	21.98
45	1000/CASE	LIDS,THERMA-TRAY JHL6 PLASTIC(VENT)	8.52
46	1000/CASE	LIDS,THERMA-TRAY JHL8 PLASTIC	8.52
47	200/CASE	LINERS,DG373 30X37 BIODEGRADABLE	36.80
48	100/CASE	LINERS,DG48 40X46 BIODEGPADABLE	49.86
49	1000/CASE	LINERS,HIMOLENE #242406N HIGH DENSITY	18.10
50	1000/CASE	LINERS,HIMOLENE #243308 HIGH DENSITY	25.88
51	4GAL/CASE	LIQUID,EAST END POT & PAN	39.36
52	EACH	MOP BUCKET,CONTINENTAL #404-3 44QT	46.28
53	EACH	MOP HANDLE 641, SCREW TYPE,WHITE MFG #94	9.48
54	EACH	MOP,HEAVY DUTY,WILEN #2215-24 24OZ	3.79
55	12/CASE	MOP,WILEN 425-24/24OZ BLEND FAN	47.88
56	12/CASE	MOPHEAD,WILEN 2215-32 32OZ	59.31
57	EACH	MOPS, CORNER YACHT	19.86
58	6000/CASE	NAPKINS,LUNCH,GA/PAC 13140 1 PLY 13X13	26.42
59	2/CASE	NATL.LAB TOP COAST 6505-000(1/2GAL)	68.73
60	CASE	PADS, BRILLO	27.89
61	CASE	PADS, STEEL WOOL (Lighter Scand. No.)	18.96
62	CASE	PADS,3M 20" BLACK STRIPPING	24.82
63	12BX/CASE	PADS,BORAXO HOTEL SZ SOAP(10/BX)	27.89
64	5/CASE	PADS,BUFFING 3M 20" NYLON-RED	24.82
65	5/CASE	PADS,NYLON BUFFING-17"3M	18.98
66	5/CASE	PADS,NYLON STRIPPING-17"3M-BLK	18.98
67	1000/CASE	PLACEMATS,BROOKLYN LACE #601PM LINER	14.83
68	1000/CASE	PLATES,ABC-129-9"WHITE CLAY COATED SPIRAL	21.92
69	500/CASE	PLATES,COMPARTMENT	59.42
70	500/CASE	PLATES,NYMAN #9644 KD PLASTIC	42.62
71	1000/CASE	PLATES,NYMAN 6644 6" HD PLASTIC	39.96
72	12/CASE	POLISH,STAINLESS STEEL	45.87
73	250/CASE	SANITARY NAPKINS,MAXITHINS	36.64
74	4/CASE	SOAP,DILAC POWDER (GAL)	116.10
75	15/CASE	SOAP,JOY DISH(QUART)	29.86
76	12LTRS/CASE	SOAP,LURON HAND & BODY LOTION-US BORAX	38.30
77	12/CASE	INDUSTRIAL STRENGTH AEROSOL BASE BOARD STRIPPER 18OZ.	38.05

ITEM	QUANTITY	DESCRIPTION	PRICE
78	12/CASE	INDUSTRIAL STRENGTH AEROSOL DUST MOP/CLOTH TRTMT.	39.80
79	12/CASE	INDUSTRIAL STRENGTH AEROSOL FOAM TNT TUB & TILE CLEANER	35.12
80	12/CASE	INDUSTRIAL STRENGTH AIRLIFT FRESH SCENT AIR FRESH	37.65
81	4/CASE	INDUSTRIAL STRENGTH BH-38 CLEANER DEGREASER(GAL)	30.24
82	12/CASE	INDUSTRIAL STRENGTH BLOC-AID DFAIN/SEWER CLEANER(QT)	32.78
83	55GAL/DRUM	INDUSTRIAL STRENGTH CLEAN CARGO HD PRESSURE WASHER	298.88
84	5GAL/PAIL	INDUSTRIAL STRENGTH CLEANER/DEGREASER BH38 BUTLY	34.47
85	12/CASE	INDUSTRIAL STRENGTH DCD-10 CLINGING DISINFECT.CLNR.(QT)	30.85
86	4GAL/CASE	INDUSTRIAL STRENGTH DMQ DAMP MOP NEUT.DISINF.CLEANER	32.12
87	12QTS/CASE	INDUSTRIAL STRENGTH FAST EASY HARD SURF. & GLASS CLEANER	25.37
88	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR FINISH ON&ON POLYMER	67.77
89	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR SEALER ON BASE WATER-EMULSION	52.54
90	5GAL/PAIL	INDUSTRIAL STRENGTH FLOOR STRIPPER STRIP RINSE-FREE	42.85
91	12/CASE	INDUSTRIAL STRENGTH FRESH AIRLIFT AEROSOL	37.65
92	12/CASE	INDUSTRIAL STRENGTH FURN.POLISH 20OZ CITRO SHIELD AERO.	37.65
93	12QTS/CASE	INDUSTRIAL STRENGTH GERMICIDAL BOWL CLEANER	25.22
94	4GAL/CASE	INDUSTRIAL STRENGTH GLASS CLEANER-GALLONS	25.96
95	4GAL/CASE	INDUSTRIAL STRENGTH LIQUID HAND CLEANER	32.96
96	4GAL/CASE	INDUSTRIAL STRENGTH LO-SUDS PATHMAKER	36.12
97	12/CASE	INDUSTRIAL STRENGTH M-95 MILD ACID CLEANER(QT)	22.62
98	4GAL/CASE	INDUSTRIAL STRENGTH NONACID DISINFECTANT BATH. CLEANER	31.40
99	4GAL/CASE	INDUSTRIAL STRENGTH PD 64 PHENOLIC DISINFECTANT	63.44
100	12/CASE	INDUSTRIAL STRENGTH SSE CARPET PRESPRAY/SPOTTER(QT)	24.97
101	12/CASE	INDUSTRIAL STRENGTH STEREPHENE AER.SPRAY DISINFECTANT	37.97
102	4/CASE	INDUSTRIAL STRENGTH SUPER SPRAY BUFF(GAL)	50.97
103	12/CASE	INDUSTRIAL STRENGTH WAX STRIP.-20OZ AERO.BASEBOARD	38.05
104	1000/CASE	SPOONS,HD	18.85



Center Moriches Paper Co., Inc.

Wholesale Distributors

26 Frowein Road • P.O. Box.1217
Center Moriches, New York 11934

Exceptions to the bid specifications – 1/16/05

Item #	Description
1	aluminum foil roll 18" x 500' .001
3	Qts Ammonia 12/case
11	Genpak #72100
12	Genpak #70500
31	Spartan 32oz Contempo Spotting Solution 12/cs
32	#536-1
36	Boss # 4057 double leather palm w/ gauntlet
38	Asst. foam insulated gloves 24/case
42	Black
47	30' x 37' 16 micron <u>non-compostable</u> liners 500/case
59	Spartan Bounce Back 5 gal/pail
70	Genpak #70900
71	Genpak #70600
74	Lime-a-away
75	38oz Joy 8/case
105	100' / roll
106	100' / roll
109	#2520
113	*MB530
114	#KCS-3405 84ct./roll
115	2 rolls / case, 175 sheets/roll
118	#3255

BOUNCE BACK[®]



Floor Finish Restorer



**Fast and Easy Finish Touch Up
Formulated with Thermoplastic**

Mop on...dry buff to give floors a "just waxed" shine!

105	ROLL	TABLECLOTHS, RED & WHITE PICNIC (40 X 150)	11.26	φ
106	ROLL	TABLECLOTHS, RED (40 X 300)	9.89	*
107	ROLL	TABLECLOTHS, WHITE (40 X 300)	10.57	
108	48/CASE	TISSUE, FACIAL, KLEENEX 140 #21600	58.95	
109	48/CASE	TISSUE, TOILET, GA/PAC 6520 DISPENSER	58.46	#
110	96/CASE	TISSUE, TOILET, SAVOY GPC 6120/2PLY(500/ROLL)	48.55	
111	12/CASE	TOWELS, DISPENSER, GA/PAC 2839 WHITE	68.21	
112	30/CASE	TOWELS, GEORGIA PACIFIC HM920 HOUSEHOLD	26.76	
113	4000/CASE	TOWELS, PAPER, AMERICAN TISSUE #1849 9.5X9.5	17.79	φ
114	CASE	TOWELS, SCOTT #3400 PREM. JUMBO WT 85/ROLL	43.88	#
115	1008/CASE	TOWELS, SCOTT-570 WYP-ALL 12X15 WHITE	72.49	
116	CASE	TOWELS, SCOTT#SCT-5940 CLOTH (40/CASE)	57.50	#
117	CASE	TOWELS, SCOTT #SCT-1051 PROTECT WT EXTEND	44.59	
118	EACH	TRASH CAN, CONTINENTAL #3244P DOLLY/BRUTE(BLK)	27.67	#
119	EACH	TRASH CAN, CONTINENTAL #5500-55GAL BRUTE(GRAY)	47.65	
120	24/CASE	URINAL SCREEN W/BLOCK, PLASTIC	14.88/dz	
121	250/CASE	UTENSIL, PLASTIC, WRAPPED, COMBO	17.42	
122	12/CASE	WINDEX AEROSOL 20OZ	38.87	
123	4/CASE	WINDEX(GAL)	39.68	
124	ROLL	WRAP, BORDEN SEAL 181, X 2000	15.97	
125	EACH	WRINGER, CONTINENTAL #SW4	59.58	

MATERIAL SAFETY DATA SHEETS MUST BE SUBMITTED WITH BID FORMS.

NOTE: All Prices are firm until 5/31/05, after which they are subject to market increases from the manufacturers since ^{time of} 5/31/05 opening.

DELIVERY
Delivery is to be made within 1 week after receipt of an order via purchase order.

All equipment delivered shall be delivered "on the ground" at the delivery point designated on the purchase order. All prices are F.O.B. destination.

I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO THE PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL LAW.

Center Moriches Paper Co. Inc
NAME OF AGENT/DEALER

216 Fawcett Rd - PO Box 1217
ADDRESS

Center Moriches, NY 11934
CITY, STATE, ZIP CODE

Steven K Rosman
CONTACT PERSON

[Signature]
SIGNATURE OF DEALER/AGENT

1/17/05
DATE

2/1/05

Adopted

TOWN OF RIVERHEAD

Resolution # 104

APPOINTS A P/T GUARD TO THE RIVERHEAD RECREATION DEPARTMENT

COUNCILMAN DENSIESKI

offered the following resolution,

which was seconded by **COUNCILWOMAN SANDERS**

RESOLVED, that Kim Hasty is hereby appointed to serve as a p/t Guard, effective, February 4th, 2005 to serve as needed on an at will basis to be paid at the rate of \$10.5850 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

1. All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.¹

THE VOTE

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

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

¹ Rec. Doris: Kim Hasty Res p/t Guard

2/1/05

TOWN OF RIVERHEAD

Resolution # 105

Adopted

**RAE IFIES AN APPOINTMENT OF A P/T RECREATION AIDE FOR YOUTH
SPORTS
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILWOMAN BLASS

offered the following resolution,

which was seconded by

COUNCILMAN BARTUNEK

RESOLVED, that Kim Hasty is hereby appointed to serve as a P/T Recreation Aide for youth sports, effective January 28th 2005, to serve as needed on an at will basis and to be paid at the rate of \$7.50 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

All applications and appropriate forms are to be completed (in the Office of Accounting) **PRIOR** to start date.

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.

THE VOTE

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

THE RESOLUTION WAS WAS NO
THEREFORE DULY ADOPTED

2/1/05

Adopted

TOWN OF RIVERHEAD

Resolution # 106

AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR PROPOSALS FOR
SOUTH JAMESPORT BEACH FOOD CONCESSION
COUNCILWOMAN BLASS

_____ offered the following resolution,

which was seconded by COUNCILWOMAN SANDERS

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for South Jamesport Beach Food Concession and;

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the February 17th issue of the official newspaper of the Town of Riverhead and;

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

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

The Resolution Was Was Not
Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Request for Proposals for the South Jamesport Beach Food Concession will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until 11:00 a.m. on MARCH 11TH, 2005

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

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

BY ORDER OF THE TOWN BOARD

OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk



Phil Cardinale, Supervisor

TOWN OF RIVERHEAD
200 Howell Ave.
Riverhead, NY 11901

REQUEST FOR PROPOSALS

South Jamesport Beach Food Concession Facility

I. Introduction and Background

The Town of Riverhead hereby requests written proposals for the design and modification of the existing snack bar facility into an outdoor dining facility located between the South Jamesport Town Beach at the East Creek Parking Facility at the end of Beach Road.

A..Community Background

The Town of Riverhead is located in eastern Suffolk County, Long Island, New York, approximately 75 miles east of Manhattan. It is bounded on the west by the Town of Brookhaven, on the North by the Long Island Sound, on the East by the Town of Southold and on the South by the Great Peconic Bay. The Town was established in 1792 and has a land area of 78 square miles.

The chief executive of the Town is the Supervisor who is elected for a term of two years and is eligible for re-election. The Supervisor is also a member of the Town Board. In addition to the Supervisor, there are four members of the Town Board who are elected to four year terms and are all eligible for re-election. Both the Supervisor and council members are elected at large.

The South Jamesport Town Beach is one of four Town beaches and is the only one located on the Great Peconic Bay. The East Creek Docking Facility is the only docking facility operated by the Town.

B. Other Information

IDA Financing

1. The Riverhead Industrial Development Agency (IDA), a public-benefit corporation, may be able to act as a conduit in providing financial assistance. Although it does not loan money, the IDA may issue both tax-exempt and/or taxable Industrial Development Bonds. A financial institution provides moneys either by purchasing the bonds with the IDA making the proceeds available to the applicant, or by loaning money directly to the applicant. It is the applicant's responsibility to secure a financial institution for their project.
2. Parking is available for facility.
3. Application must provide fire and liability insurance with limits to be determined by the Town.
- 4, Applicant must include in the proposal design a sanitary system that may be required for the kitchen facility.
- 5, Restrooms may be available.
6. 1" water service currently supplying the site.
7. Food and beverage must be consumed on the premise of the food service establishment.

II. Scope of Services

The Town of Riverhead is seeking responses from individuals or companies qualified to operate an outdoor dining facility. Additional qualifications include the design and modifications of the existing facility for the proposed use.

III. Requested Information

- A. Overview of the applicant.
- B. Describe in detail the applicant's experience in operating a dining facility.
- C. Demonstrate a proven track record of the ability to operate a dining facility.
- D. Describe all of the individuals that make up the applicant. Provide resumes of all involved in the application.
- E. Provide evidence of financial ability for all costs associated with design and proposed modifications of the facility.
- F. Provide details of the proposed design and modification of the facility.
- G. Provide a financial analysis of the operation and modifications of the facility including proposed land lease payments.
- H. Provide a timetable of the completion of any proposed modifications and opening of the facility for business.
- I. Provide a description of the theme and fare of the facility.
- J. Provide a statement from your firm's general counsel (or outside council reasonably acceptable to the Town of Riverhead) that there is no material pending or threatening litigation, or contractual or other business relationship, or employees that would prevent or limit the firm from providing any and all of the services, or would constitute a conflict of interest or cause the appearance of impropriety.

IV. Submission Requirements

Responses must be received by the Riverhead Town Clerk by 4:30 pm on _____ . It is the sole responsibility of the applicant to insure that its response is received by the Town of Riverhead on or before the submission deadline. Faxed or e-mail responses are **not acceptable**.

Send the original and 5 copies of your response marked: "SOUTH JAMESPORT BEACH FOOD CONCESSION FACILITY" to:

Riverhead Town Clerk
200 Howell Avenue
Riverhead, NY 11901

The Town will evaluate proposals based on the following criteria:

1. Experience of the applicant
2. Ability of the applicant to finance the proposed facility.
3. References of the applicant
4. Proposed land lease compensation to the Town of Riverhead.
5. Proposed design of the facility.
6. Proposed theme and fare of the facility.
- 7.

Written questions concerning this request should be directed to _____ at the above address or via e mail at _____ or facsimile at (631) 727-_____.

Please note that the response should be in an 8-1/2" x 11" letter format and bound into one document.

A committee appointed by the Town Supervisor will review responses to their Request for Proposals to prequalify firms that demonstrate the experience and ability to perform the required services. Each response will be evaluated on the basis of its completeness and conformity with the submission requirements in the Request for Proposals. Responses that are deemed by the Town, in its sole discretion, to be complete and in conformance with the requirements will then be evaluated on the basis of each firm's experience and demonstrated ability to perform in the timeframe required.

After receiving the responses, the Town reserves the right to request additional information from any of the responding firms. Each response will be evaluated and, if necessary, inquiries may be made to third parties regarding the response, the respondent, or other parties associated with the firm or named in the response. Submission of a response shall constitute permission by the respondent for the Town to make such inquiries and requests for further information as it deems necessary. Responses that are incomplete or unresponsive to this Request for Proposal may be eliminated immediately from consideration by the Town at its sole discretion. Oral presentations may be required.

V. General Conditions, Terms and Disclaimers

- a. The Town and its respective officers, agents, directors, trustees and employees assume no responsibilities for errors and omission container herein.
- b. The Town shall be the sole judge of whether a response complies with the requirements of this Request for Proposal and the merits of such response Notwithstanding anything to the contrary contained herein, the Town reserves the right to waive any conditions or modify any provisions of the Request for Proposal with respect to one or more respondents, to negotiate with one or more of the respondents, to establish additional terms and conditions, to encourage respondents to work together, or to reject any or all responses, if in its sole judgment it is in the best interest of the Town to do so.
- c. This Request may be reissued, amended, or withdrawn if it is deemed in the best interest of the Town to do so, or if, in the sole judgment of the Town, all responses are unacceptable. Issuance of this Request for Proposal does not obligate the Town to undertake any action.
- d. Nothing contained in this Request neither for Proposal nor in the selection of a firm to act as a consultant to the Town pursuant to this Request for Proposal shall limit the Town in its selection of firm (s) to be issued Request for Proposal for any projects or programs in the future.
- e. Respondents shall conform to and be subject to all applicable laws, regulations, ordinances, policies, procedures and executive orders of all Federal, State and Local authorities having jurisdiction, as the same may be amended from time to time.
- f. Respondents to this Request for Proposal will be rejected by the Town if such respondent, or a principal, partner, officer, director or principal shareholder of

the respondent's firm, is determined, in the sole discretion of the Town, to have been convicted of, plead guilty or nolo contendere to a felony, or crime of moral turpitude, to be an "organized crime figure," to be under indictment or criminal investigation, or to be in arrears or in default on any debt, contract, or obligation to or with a New York State or local government entity. Selected respondents shall be required to complete a background questionnaire to verify that such respondents are in full compliance with these Section F requirements.

- g. The Town shall not be obligated to pay or in any way compensate any respondent and/or respondent's firm for the cost incurred in the preparation of any response to the Request for Proposal.
- h. The Town encourages responses from minority and women owned firms so as to promote and assist participation by such enterprises.
- i. Materials submitted to the Town are subject to the Freedom of Information Law ("FOIL"). If a respondent provides materials of a confidential nature not intended for disclosure to third parties, the respondent should clearly indicate the specific material it considers confidential. Subject to the provisions of confidentiality of such materials, if requested. The Town assumes no responsibility for any loss or damage resulting out of any determination requiring disclosure of information pursuant to FOIL.

FEBRUARY 1, 2005

Adopted

TOWN OF RIVERHEAD

'04 CORWIN BENJAMIN CARRIAGE HOUSE IMPROVEMENT PROJECT

BUDGET ADJUSTMENT

RESOLUTION # 107

COUNCILWOMAN BLASS

_____ offered the following resolution,
which was seconded by COUNCILMAN DENSIESKI

BE IT RESOLVED, that the Supervisor be, and is hereby, authorized to establish the following budget adjustment:

	<u>FROM</u>	<u>TO</u>
406.075200.481000.40118 TRANSFER FROM GENERAL FUND	\$11,200	
406.075200.523011.40118 BUILDING IMPROVEMENTS		\$10,000
406.075200.543505.40118 ENGINEERING EXP.		1,200

THE VOTE

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

2/1/05

Adopted

TOWN OF RIVERHEAD

Resolution # 108

AUTHORIZES THE SUPERVISOR TO EXECUTE DRAINAGE EASEMENT AGREEMENT BETWEEN TOWN OF RIVERHEAD AND ROBERT J. ANDREWS (SOUND AVENUE, CALVERTON)

COUNCILWOMAN SANDERS

_____ offered the following resolution, was seconded by

COUNCILMAN BARTUNEK
_____ :

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute a Drainage Easement Agreement (copy attached herewith) between the Town of Riverhead and Robert J. Andrews; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Richard Ehlers, Esq.; Michael Reichel, Sewer District Superintendent; Mark Kwasna, Highway Superintendent; Ken Testa, P.E. and the Office of the Town Attorney.

THE VOTE

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

THE RESOLUTION WAS ___ WAS NOT
 THEREFORE DULY ADOPTED

DRAINAGE EASEMENT

THIS AGREEMENT, made the ____ day of _____, between Robert J. Andrews, residing at 1038 Sound Avenue, Calverton, New York, 11933, Grantor, and the TOWN OF RIVERHEAD, a municipal corporation having an office at 200 Howell Avenue, Riverhead, New York, Grantee.

WITNESSETH:

That for and in consideration of One and 00/100 (\$1.00) DOLLAR, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Grantee, an easement and right-of-way for construction and maintenance of a drainage structure for Town drainage purposes under and through premises of the Grantor lying and being at Calverton, Town of Riverhead, County of Suffolk and State of New York, more particularly described in Schedule A attached hereto.

Grantor to fully use and enjoy the said premises EXCEPT for the purposes hereinbefore granted to the Grantee.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed, and these presents to be signed by their duly authorized officers as of the day and year first above written.

ROBERT J. ANDREWS

TOWN OF RIVERHEAD

By:

PHILIP J. CARDINALE

JAN 31 03 (MON) 17:27

1.001

SCHEDULE A

Beginning at a point on the east boundary of premises located the northeast corner of the intersection of Sound Avenue and Hulse Landing Road in Calverton, Riverhead, NY (0600-58-2-12.1) which point is located ten feet north of the southerly boundary of said premises and running thence, parallel to said southerly property boundary, North 79 degrees 55 Minutes 00 Seconds East a distance of 439.39 feet, running thence South 13 degrees 55 minutes 50 degrees East a distance of ten feet, thence South 79 degrees 55 minutes 00 seconds West a distance of 439.39 East, thence North 14 degrees, 59 minutes, 20 seconds W a distance of ten feet to the point or place of beginning.

FEBRUARY 1, 2005

Adopted

TOWN OF RIVERHEAD

APPROVES STIPULATION OF SETTLEMENT

RESOLUTION # 109

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

WHEREAS, a stipulation of settlement dated February __, 2005 has been conditionally agreed to by the CSEA and the Town; and

NOW, THEREFORE BE IT, RESOLVED, that the Town Board hereby approves the attached stipulation of settlement; and

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to forward a Certified Copy of this Resolution to the President of the CSEA and the Office of Accounting.

THE VOTE

Bartunek Yes No

Sanders Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No

STIPULATION

Stipulation of Agreement made and entered into this _____ day of February, 2005, by and between the Town of Riverhead, County of Suffolk, State of New York (Town) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852 having it's principal office at 3 Garret Place, Commack, County of Suffolk, State of New York (CSEA) and

Whereas, the Town and the CSEA are currently parties to a collective bargaining agreement effective January 1, 2004 through December 31, 2007; and

Whereas, the parties held discussion in good faith concerning issues set forth in Article V.7 and reached an agreement that was ratified by both the Riverhead Town Board and the membership of the CSEA with reference to a sick bank; and

Whereas, the agreement mandated that employees wishing to join the sick leave bank with a contribution of their accrued time must submit an application by December 15 for the ensuing year and for the first year only December 15 was extended to December 31, 2004; and

Whereas, both parties have held discussions to permit the first year application date of December 31, 2004 be further extended..

Now, Therefore, it is hereby agreed as follows:

- 1) The first year application deadline date be extended to January 20, 2005 and the deadline date would still revert back to December 15th as the mandatory membership application for the ensuing year beginning December 15, 2005.

- 2) The provisions of this Stipulation of Agreement are subject to the ratification of the Riverhead Town Board. If the Town Board fails to ratify, this stipulation would be rendered null and void.
- 3) The parties acknowledge that all issues pursuant to this Stipulation of Settlement have been discussed and negotiated in good faith and this Stipulation represents the parties' full agreement on all such issues.

Riverhead CSEA

Town of Riverhead

Date

February 1, 2005

~~JANUARY 19, 2005~~

Adopted

TOWN OF RIVERHEAD

AUTHORIZES SUPERVISOR TO EXECUTE CONTRACT AGREEMENT

RESOLUTION # 110

COUNCILMAN BARTUNEK

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

BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to execute an Employee Contract with the Building Department Administrator; and

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, authorized to forward a Certified Copy of this Resolution to Leroy Barnes and the Office of Accounting.

THE VOTE

Bartunek <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Blass <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Densieski <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Sanders <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cardinale <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Agreement made and entered into this _____ day of January 2005, between THE TOWN OF RIVERHEAD, County of Suffolk, State of New York, hereinafter referred to as the "Town", and Leroy E. Barnes, Jr., Department Head of the Building Department for the Town of Riverhead, New York, hereinafter referred to as "Barnes."

WITNESSETH:

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

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

WHEREAS, this Agreement supersedes all prior agreements between the parties; and

WHEREAS, this agreement has been negotiated by the parties and said negotiations and agreements have been reduced in writing in this agreement, which cannot be, in whole or in part, amended orally by the parties.

NOW THEREFORE, in exchange of the mutual covenants and considerations, it is agreed that the terms and conditions of employment of Barnes in his position as Department Head of the Building Department, shall, effective January 1, 2004, be as follows:

ARTICLE I

DURATION

1. This Agreement shall be effective as of January 1, 2004 and shall continue in full force and effect until and including the 31st day of December 2005, subject to the provisions of Article X, Section 8.

2. In the event that the negotiations for an Agreement, effective January 1, 2006, fail to result in an agreement before the expiration of this Agreement, this Agreement will remain in full force and effect until the execution of a new agreement. In any case, the new Agreement shall be deemed to be effective as of January 1, 2006.

ARTICLE II

RECOGNITION

1. The Town recognizes Barnes' right to bargain for the terms and conditions of his employment with the Town. Both parties acknowledge that this Agreement is personal to Barnes and shall not inure to his successor. Such recognition is for the period of this Agreement or extensions hereof.

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

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

ARTICLE III

HOURS OF WORK

1. Barnes' minimum basic work week shall be the same as the employees under his supervision. There shall be no maximum number of hours of work per week. Barnes shall not receive additional compensation for holiday pay. Barnes is not entitled to earn, accrue, or be paid for overtime or compensatory time.

2. Barnes shall be entitled to the same paid holidays as the employees under his supervision.

3. (a) Five (5) days 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. Barnes must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which he had no prior knowledge, in which case Barnes must notify the Supervisor or designee of such absence. Failure to notify the Supervisor or designee of his absence will result in loss of pay for the day's absence.

4. Funeral Leave. Barnes 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 Barnes' option, for the death of Barnes' 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. Barnes will be paid his regular salary while performing jury service upon documentary proof being filed with the Supervisor. Barnes shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by Barnes.

6. Court Appearance. Barnes' 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. Barnes shall not lose any salary therefrom.

7. Parentage Leave. Barnes shall receive a parentage leave as defined in the 2001-2003 CSEA contract, Article III, Section 5.

ARTICLE IV

VACATIONS

1. Barnes shall be entitled to 30 working days' vacation (January 1 to December 31).

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

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

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

5. Barnes, at his option, shall be entitled to make an election to work the current year's allotted vacation time. Barnes 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.

ARTICLE V

SICK LEAVE

1. Sick leave is absence necessitated by Barnes' illness or other physical disability. Sick leave will be accumulated at the rate of two (2) days per month (twenty-four (24) days per year), total accumulated sick leave of three hundred (300) days. After three hundred (300) days, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, Barnes shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him/her, 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 Barnes before her return to work.

2. Barnes, or his legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of his accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days thereof.

3. Barnes 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 Barnes 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 Barnes "buys-out" sick leave, he shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days.

4. Barnes, if he falls ill while on vacation, upon presentation of a medical certificate certifying he was confined to bed for more than five (5) working days during his 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.

ARTICLE VI

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

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

Barnes shall have the right at all times to representation of his choosing.

4. Limitations.

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

5. Withdrawn Grievances.

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

ARTICLE VII

PENSION AND LONGEVITY

Barnes represents that she is a member of the New York State Employees Retirement System. As a Tier III employee, he is a participant in the Article 14 Coordinated Retirement Plan.

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

- Four percent (4%) of base pay after ten (10) years of service.
- Six percent (6%) of base pay after fifteen (15) years of service.
- Seven percent (7%) of base pay after eighteen (18) years of service.

ARTICLE VIII

HEALTH INSURANCE

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

In the event that Barnes' employment with the Town should terminate, he shall have the option, at her own expense, to participate in the Town Health Insurance Program.

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

4. The Town will insure Barnes' life in accordance with the maximum death benefit provided by the Employees Retirement System for Tier III members.

5. The Town will offer a Universal Life Insurance policy and a disability insurance policy. Barnes may, at his option, choose the life insurance or the disability insurance or both. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by Barnes 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.

6. Barnes, at his 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 if Barnes changes from family to no coverage; \$900 if Barnes changes from family to individual coverage; \$750 if Barnes changes from individual to no coverage. Also, at his option, Barnes 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 Barnes changes from family to no coverage; \$150 if Barnes changes from family to individual coverage; \$80 if Barnes changes from individual to no coverage. Also, at his option, Barnes 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. Barnes must

sign an application form each year and said application shall include an acknowledgment that he is covered under another plan.

ARTICLE IX

MANAGEMENT RIGHTS

1. Barnes recognizes that all of the functions, rights, powers, responsibilities and authority of the Town which the Town has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Town. Barnes recognizes that the Town has the responsibility to manage the Town, direct its employees, determine the number of employees it will employ, has the right to hire, suspend, discharge, discipline, promote, demote, or transfer its employees, subject, however, to the provisions of the Civil Service Law.

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

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

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

ARTICLE X

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend Barnes in any action arising out of an assault on Barnes on Town business, and the Town hereby agrees to defend, indemnify, and hold Barnes harmless for any and all acts performed for the Town, its agents and employees, including but not limited to preparation, certification and sealing of plans prepared exclusively for the Town, its agents and employees, provided Barnes was acting within the scope of his employment. In the event that Barnes 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 he 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 Barnes is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If Barnes is injured or assaulted in the course of employment, he shall receive full salary until such time as his application for reinstatement to full duty status, or, in the event of permanent disability, his application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If Barnes 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 Barnes receives a compensation check for lost time due to a compensable injury, he shall endorse his check over to the Town. The above shall apply if Barnes was acting within the scope of his employment.

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

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

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

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

7. Upon Barnes's request to examine his official employment personnel file, he 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 Barnes, but he shall have an opportunity to read said material and make a written reply, which shall be inserted in his personnel folder.

8. Barnes is offered the protection of Section 75 of the Civil Service Law of the State of New York, except for conviction of a crime, upon which a hearing can be held at the discretion of the Town. The Town Board may suspend Barnes without pay if he is charged with a crime. If proven innocent, he will receive full pay.

9. Safety equipment shall be furnished by the Town Board to Barnes at no cost to him.

10. The Town shall make available a safe and reliable vehicle to Barnes for use on Town business. The Town Board, at its discretion, may determine that Barnes has responsibilities on a twenty-four (24) hour basis that require that a vehicle be provided on that basis.

11. 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 Barnes.

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

13. The Town will provide a college and post-graduate incentive program for courses approved by the Town Board. The Town will reimburse Barnes 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.

ARTICLE XI

WAGES

Barnes shall receive the following annual salary:

January 1, 2004 - \$84,875

January 1, 2005 - \$88,270

Barnes's base salary for each remaining year of this Agreement shall not be less than that of the preceding year.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Agreement the day and year stated above.

TOWN BOARD OF THE TOWN OF RIVERHEAD

BY:

PHILIP CARDINALE, Town Supervisor

LEROY E. BARNES JR.

February 1, 2005

~~JANUARY 19, 2005~~

Adopted

TOWN OF RIVERHEAD

AUTHORIZES SUPERVISOR TO EXECUTE CONTRACT AGREEMENT

RESOLUTION # 111

COUNCILWOMAN BLASS

_____ offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to execute an Employee Contract with the Sewer Superintendent; and

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, authorized to forward a Certified Copy of this Resolution to Michael Reichel and the Office of Accounting.

THE VOTE

Bartunek Yes No

Blass Yes No

Densieski Yes No

Sanders Yes No

Cardinale Yes No

Agreement made and entered into this _____ day of January 2005, between THE TOWN OF RIVERHEAD, County of Suffolk, State of New York, hereinafter referred to as the "Town", and Michael Reichel, Riverhead Sewer, Scavenger Waste and Calverton Sewer Superintendent for the Town of Riverhead, New York, hereinafter referred to as "Reichel."

WITNESSETH:

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

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

WHEREAS, this Agreement supersedes all prior agreements between the parties; and

WHEREAS, this agreement has been negotiated by the parties and said negotiations and agreements have been reduced in writing in this agreement, which cannot be, in whole or in part, amended orally by the parties.

NOW THEREFORE, in exchange of the mutual covenants and considerations, it is agreed that the terms and conditions of employment of Reichel in his position as Riverhead Sewer, Scavenger Waste, and Calverton Sewer Superintendent shall, effective January 1, 2004, be as follows:

ARTICLE I

DURATION

1. This Agreement shall be effective as of January 1, 2004 and shall continue in full force and effect until and including the 31st day of December 2005, subject to the provisions of Article X, Section 8.

2. In the event that the negotiations for an Agreement, effective January 1, 2006, fail to result in an agreement before the expiration of this Agreement, this Agreement will remain in full force and effect until the execution of a new agreement. In any case, the new Agreement shall be deemed to be effective as of January 1, 2006.

ARTICLE II

RECOGNITION

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

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

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

ARTICLE III

HOURS OF WORK

1. Reichel's minimum basic work week shall be forty (40) hours per week. There shall be no maximum number of hours of work per week. Reichel shall not receive additional compensation for holiday pay. Reichel is not entitled to earn, accrue, or be paid for overtime or compensatory time.

2. Reichel shall be entitled to the same paid holidays as the employees under his supervision.

3. (a) Five (5) days 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. Reichel must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which he had no prior knowledge, in which case Reichel must notify the Supervisor or designee of such absence. Failure to notify the Supervisor or designee of his absence will result in loss of pay for the day's absence.

4. Funeral Leave. Reichel 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 Reichel's option, for the death of Reichel'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. Reichel will be paid his regular salary while performing jury service upon documentary proof being filed with the Supervisor. Reichel shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by Reichel.

6. Court Appearance. Reichel'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. Reichel shall not lose any salary therefrom.

7. Parentage Leave. Reichel shall receive a parentage leave as defined in the 2001-2003 CSEA contract, Article III, Section 5.

ARTICLE IV

VACATIONS

1. Reichel shall be entitled to 30 working days' vacation (January 1 to December 31).

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

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

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

5. Reichel, at his option, shall be entitled to make an election to work the current year's allotted vacation time. Reichel 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.

ARTICLE V

SICK LEAVE

1. Sick leave is absence necessitated by Reichel's illness or other physical disability. Sick leave will be accumulated at the rate of two (2) days per month (twenty-four (24) days per year), total accumulated sick leave of three hundred (300) days. After three hundred (300) days, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, Reichel shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him/her, 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 Reichel before her return to work.

2. Reichel, or his legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of his accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days thereof.

3. Reichel 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 Reichel 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 Reichel "buys-out" sick leave, he shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days.

4. Reichel, if he falls ill while on vacation, upon presentation of a medical certificate certifying he was confined to bed for more than five (5) working days during his 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.

ARTICLE VI

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

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

Reichel shall have the right at all times to representation of his choosing.

4. Limitations.

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

5. Withdrawn Grievances.

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

ARTICLE VII

PENSION AND LONGEVITY

Reichel represents that she is a member of the New York State Employees Retirement System. As a Tier IV employee, he is a participant in the Article 14 or Article 15 Coordinated Retirement Plan.

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

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

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

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

ARTICLE VIII

HEALTH INSURANCE

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

In the event that Reichel's employment with the Town should terminate, he shall have the option, at her own expense, to participate in the Town Health Insurance Program.

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

4. The Town will insure Reichel's life in accordance with the maximum death benefit provided by the Employees Retirement System for Tier III members.

5. The Town will offer a Universal Life Insurance policy and a disability insurance policy. Reichel may, at his option, choose the life insurance or the disability insurance or both. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by Reichel 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.

6. Reichel, at his 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 if Reichel changes from family to no coverage; \$900 if Reichel changes from family to individual coverage; \$750 if Reichel changes from individual to no coverage. Also, at his option, Reichel 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 Reichel changes from family to no coverage; \$150 if Reichel changes from family to individual coverage; \$80 if Reichel changes from individual to no coverage. Also, at his option, Reichel 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. Reichel must

sign an application form each year and said application shall include an acknowledgment that he is covered under another plan.

ARTICLE IX

MANAGEMENT RIGHTS

1. Reichel recognizes that all of the functions, rights, powers, responsibilities and authority of the Town which the Town has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Town. Reichel recognizes that the Town has the responsibility to manage the Town, direct its employees, determine the number of employees it will employ, has the right to hire, suspend, discharge, discipline, promote, demote, or transfer its employees, subject, however, to the provisions of the Civil Service Law.

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

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

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

ARTICLE X

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend Reichel in any action arising out of an assault on Reichel on Town business, and the Town hereby agrees to defend, indemnify, and hold Reichel harmless for any and all acts performed for the Town, its agents and employees, including but not limited to preparation, certification and sealing of plans prepared exclusively for the Town, its agents and employees, provided Reichel was acting within the scope of his employment. In the event that Reichel 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 he 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 Reichel is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If Reichel is injured or assaulted in the course of employment, he shall receive full salary until such time as his application for reinstatement to full duty status, or, in the event of permanent disability, his application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If Reichel 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 Reichel receives a compensation check for lost time due to a compensable injury, he shall endorse his check over to the Town. The above shall apply if Reichel was acting within the scope of his employment.

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

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

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

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

7. Upon Reichel's request to examine his official employment personnel file, he 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 Reichel, but he shall have an opportunity to read said material and make a written reply, which shall be inserted in his personnel folder.

8. Reichel is offered the protection of Section 75 of the Civil Service Law of the State of New York, except for conviction of a crime, upon which a hearing can be held at the discretion of the Town. The Town Board may suspend Reichel without pay if he is charged with a crime. If proven innocent, he will receive full pay.

9. Safety equipment shall be furnished by the Town Board to Reichel at no cost to him.

10. The Town shall make available a safe and reliable vehicle to Reichel for use on Town business. The Town Board, at its discretion, may determine that Reichel has responsibilities on a twenty-four (24) hour basis that require that a vehicle be provided on that basis.

11. 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 Reichel.

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

13. The Town will provide a college and post-graduate incentive program for courses approved by the Town Board. The Town will reimburse Reichel 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.

ARTICLE XI

WAGES

Reichel shall receive the following annual salary:

January 1, 2004 - \$70,123

January 1, 2005 - \$72,928

Reichel's base salary for each remaining year of this Agreement shall not be less than that of the preceding year.

In addition, in recognition of Reichel's possession and maintenance of a Grade 4A Wastewater Treatment Plant Operator License, Reichel shall be paid an annual stipend of \$5,000.

Reichel, while in possession of a valid pesticide license and his duties would require the possession of this license, shall receive a prorated annual stipend of \$1,000 in lieu of any reimbursement for the cost of maintaining and/or renewing the license outside his regular working hours, with the Town continuing to pay for required courses that are taken during his regular working hours.

In addition, in recognition of Reichel's additional duties and responsibilities as Superintendent of the Calverton Sewer District, Reichel shall be paid additional prorated annual :

January 1, 2004 - \$16,068

January 1, 2005 - \$16,711

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Agreement the day and year stated above.

TOWN BOARD OF THE TOWN OF RIVERHEAD

BY: _____
PHILIP CARDINALE, Town Supervisor

MICHAEL REICHEL

February 1, 2005
~~JANUARY 19, 2005~~

Adopted

TOWN OF RIVERHEAD

AUTHORIZES SUPERVISOR TO EXECUTE CONTRACT AGREEMENT

RESOLUTION # 112

COUNCILMAN DENSIECKI

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

BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to execute an Employee Contract with the Sanitation Superintendent; and

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, authorized to forward a Certified Copy of this Resolution to John Reeve and the Office of Accounting.

THE VOTE

Bartunek Yes No

Blass Yes No

Densieski Yes No

Sanders Yes No

Cardinale Yes No

Agreement made and entered into this _____ day of January 2005, between THE TOWN OF RIVERHEAD, County of Suffolk, State of New York, hereinafter referred to as the "Town", and John Reeve, Sanitation Superintendent for the Town of Riverhead, New York, hereinafter referred to as "Reeve."

WITNESSETH:

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

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

WHEREAS, this Agreement supersedes all prior agreements between the parties; and

WHEREAS, this agreement has been negotiated by the parties and said negotiations and agreements have been reduced in writing in this agreement, which cannot be, in whole or in part, amended orally by the parties.

NOW THEREFORE, in exchange of the mutual covenants and considerations, it is agreed that the terms and conditions of employment of Reeve in his position as Sanitation Superintendent, shall, effective January 1, 2004, be as follows:

ARTICLE I

DURATION

1. This Agreement shall be effective as of January 1, 2004 and shall continue in full force and effect until and including the 31st day of December 2005, subject to the provisions of Article X, Section 8.

2. In the event that the negotiations for an Agreement, effective January 1, 2006, fail to result in an agreement before the expiration of this Agreement, this Agreement will remain in full force and effect until the execution of a new agreement. In any case, the new Agreement shall be deemed to be effective as of January 1, 2006.

ARTICLE II

RECOGNITION

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

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

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

ARTICLE III

HOURS OF WORK

1. Reeve's minimum basic work week shall be forty (40) hours. There shall be no maximum number of hours of work per week. Reeve shall not receive additional compensation for holiday pay. Reeve is not entitled to earn, accrue, or be paid for overtime or compensatory time. Notwithstanding this provision, Reeve shall be entitled to be paid overtime if he performs work above and beyond the hours of his normal work day in a Town-wide declared emergency situation (e.g., blizzard, hurricane, nor'easter) on behalf of the Town at the request of the Supervisor's Office.

2. Reeve shall be entitled to the same paid holidays as the employees under his supervision.

3. (a) Five (5) days 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. Reeve must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which he had no prior knowledge, in which case Reeve must notify the Supervisor or designee of such absence. Failure to notify the Supervisor or designee of his absence will

result in loss of pay for the day's absence.

4. **Funeral Leave.** Reeve 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 Reeve's option, for the death of Reeve'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.** Reeve will be paid his regular salary while performing jury service upon documentary proof being filed with the Supervisor. Reeve shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by Reeve.

6. **Court Appearance.** Reeve'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. Reeve shall not lose any salary therefrom.

7. **Parentage Leave.** Reeve shall receive a parentage leave as defined in the 2001-2003 CSEA contract, Article III, Section 5.

ARTICLE IV

VACATIONS

1. Reeve shall be entitled to 30 working days' vacation (January 1 to December 31).

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

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

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

5. Reeve, at his option, shall be entitled to make an election to work the current year's allotted vacation time. Reeve 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.

is covered under another plan.

ARTICLE IX

MANAGEMENT RIGHTS

1. Reeve recognizes that all of the functions, rights, powers, responsibilities and authority of the Town which the Town has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Town. Reeve recognizes that the Town has the responsibility to manage the Town, direct its employees, determine the number of employees it will employ, has the right to hire, suspend, discharge, discipline, promote, demote, or transfer its employees, subject, however, to the provisions of the Civil Service Law.

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

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

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

ARTICLE X

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend Reeve in any action arising out of an assault on Reeve on Town business, and the Town hereby agrees to defend, indemnify, and hold Reeve harmless for any and all acts performed for the Town, its agents and employees, including but not limited to preparation, certification and sealing of plans prepared exclusively for the Town, its agents and employees, provided Reeve was acting within the scope of his employment. In the event that Reeve 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 he 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 Reeve is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If Reeve is injured or assaulted in the course of employment, he shall receive full salary until such time as his application for reinstatement to full duty status, or, in the event of permanent disability, his application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If Reeve 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 Reeve receives a compensation check for lost time due to a compensable injury, he shall endorse his check over to the Town. The above shall apply if Reeve was acting within the scope of his employment.

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

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

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

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

7. Upon Reeve's request to examine his official employment personnel file, he 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 Reeve, but he shall have an opportunity to read said material and make a written reply, which shall be inserted in his personnel folder.

8. Reeve is offered the protection of Section 75 of the Civil Service Law of the State of New York, except for conviction of a crime, upon which a hearing can be held at the discretion of the Town. The Town Board may suspend Reeve without pay if he is charged with a crime. If proven innocent, he will receive full pay.

9. Safety equipment shall be furnished by the Town Board to Reeve at no cost to him.

10. The Town shall make available a safe and reliable vehicle to Reeve for use on Town business. The Town Board, at its discretion, may determine that Reeve has responsibilities on a twenty-four (24) hour basis that require that a vehicle be provided on that basis.

11. 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 Reeve.

12. The Town Board agrees to establishment of a chain of command. A written policy will be developed through conference and agreement of Reeve and the Town Board. The

establishment of a written policy detailing the chain of command will be completed within thirty (30) days of the signing of this Agreement.

13. The Town will provide a college and post-graduate incentive program for courses approved by the Town Board. The Town will reimburse Reeve 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.

ARTICLE XI

WAGES

Reeve shall receive the following annual salary:

January 1, 2004 - \$72,098

January 1, 2005 - \$74,982

Reeve's base salary for each remaining year of this Agreement shall not be less than that of the preceding year.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Agreement the day and year stated above.

TOWN BOARD OF THE TOWN OF RIVERHEAD

BY:

PHILIP CARDINALE, Town Supervisor

JOHN REEVE

February 1, 2005
~~JANUARY 19, 2005~~

72
Adopted

TOWN OF RIVERHEAD

AUTHORIZES SUPERVISOR TO EXECUTE CONTRACT AGREEMENT

RESOLUTION # 113

COUNCILWOMAN SANDERS

_____ offered the following resolution,

which was seconded by _____ COUNCILMAN BARTUNEK.

BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to execute an Employee Contract with the Water Superintendent; and

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, authorized to forward a Certified Copy of this Resolution to Gary Pendzick and the Office of Accounting.

THE VOTE

Bartunek Yes No

Blass Yes No

Densieski Yes No

Sanders Yes No

abstain

Cardinale Yes No

Agreement made and entered into this _____ day of January 2005, between THE TOWN OF RIVERHEAD, County of Suffolk, State of New York, hereinafter referred to as the "Town", and Gary Pendzick, Water District Superintendent for the Town of Riverhead, New York, hereinafter referred to as "Pendzick."

WITNESSETH:

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

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

WHEREAS, this Agreement supersedes all prior agreements between the parties; and

WHEREAS, this agreement has been negotiated by the parties and said negotiations and agreements have been reduced in writing in this agreement, which cannot be, in whole or in part, amended orally by the parties.

NOW THEREFORE, in exchange of the mutual covenants and considerations, it is agreed that the terms and conditions of employment of Pendzick in his position as Water District Superintendent shall, effective January 1, 2004, be as follows:

ARTICLE I

DURATION

1. This Agreement shall be effective as of January 1, 2004 and shall continue in full force and effect until and including the 31st day of December 2005, subject to the provisions of Article X, Section 8.

2. In the event that the negotiations for an Agreement, effective January 1, 2006, fail to result in an agreement before the expiration of this Agreement, this Agreement will remain in full force and effect until the execution of a new agreement. In any case, the new Agreement shall be deemed to be effective as of January 1, 2006.

ARTICLE II

RECOGNITION

1. The Town recognizes Pendzick's right to bargain for the terms and conditions of his

employment with the Town. Both parties acknowledge that this Agreement is personal to Pendzick and shall not inure to his successor. Such recognition is for the period of this Agreement or extensions hereof.

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

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

ARTICLE III

HOURS OF WORK

1. a. Pendzick's minimum basic work week shall be forty (40) hours per week.

b. Pendzick shall accrue personal leave time at straight time for any approved hours worked in excess of 40 in a week, except where personal time is earned as provided in subparagraph (c) below.

c. In the event that Pendzick works approved hours in excess of 40 in a week, he will accrue personal leave time at straight time for each hour actually worked in excess of 40 in that week. Vacation, sick, personal, holiday, compensatory and any other time off from work shall not be included in the calculation of the 40 hour weekly threshold.

d. Pendzick shall be permitted to work and accrue personal leave time pursuant to subparagraph "c" in the amount of not more than 10 hours per week (50 total) without prior written authorization from the Supervisor or his/her designee. Under no circumstance may any hours be worked and/or accrued in excess of 10 hours per week (50 total) without the prior written authorization of the Supervisor or his/her designee on a form to be prepared by him.

2. Pendzick shall be entitled to the same paid holidays as the employees under his supervision.

3. (a) Five (5) days 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. Pendzick must request

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

4. Funeral Leave. Pendzick 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 Pendzick's option, for the death of Pendzick'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. Pendzick will be paid his regular salary while performing jury service upon documentary proof being filed with the Supervisor. Pendzick shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by Pendzick.

6. Court Appearance. Pendzick'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. Pendzick shall not lose any salary therefrom.

7. Parentage Leave. Pendzick shall receive a parentage leave as defined in the 2001-2003 CSEA contract, Article III, Section 5.

ARTICLE IV

VACATIONS

1. Pendzick shall be entitled to 30 working days' vacation (January 1 to December 31).

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

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

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

5. Pendzick, at his option, shall be entitled to make an election to work the current year's allotted vacation time. Pendzick 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.

ARTICLE V

SICK LEAVE

1. Sick leave is absence necessitated by Pendzick's illness or other physical disability. Sick leave will be accumulated at the rate of two (2) days per month (twenty-four (24) days per year), total accumulated sick leave of three hundred (300) days. After three hundred (300) days, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, Pendzick shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him/her, 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 Pendzick before her return to work.

2. Pendzick, or his legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of his accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days thereof.

3. Pendzick 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 Pendzick 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 Pendzick "buys-out" sick leave, he shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days.

ARTICLE VI

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

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

Pendzick shall have the right at all times to representation of his choosing.

4. Limitations.

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

5. Withdrawn Grievances.

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

ARTICLE VII

PENSION AND LONGEVITY

Pendzick represents that she is a member of the New York State Employees Retirement System. As a Tier II employee, he is a covered by Plan 75-i.

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

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

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

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

ARTICLE VIII

HEALTH INSURANCE

1. The Town shall pay, on Pendzick's behalf, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town Health Insurance

Program, which shall be at least equal to the January 1, 1991 NYS Empire Core Plan Plus Medical and Psychiatric Enhancements. These plans shall also provide that the Town pays for one hundred (100%) percent coverage for Pendzick if he retires from the Town and Town shall also pay to the extent of fifty (50%) percent coverage on the premiums for his family.

In the event that Pendzick's employment with the Town should terminate, he shall have the option, at her own expense, to participate in the Town Health Insurance Program.

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

4. The Town will insure Pendzick's life in accordance with the maximum death benefit provided by the Employees Retirement System for Tier II members.

5. The Town will offer a Universal Life Insurance policy and a disability insurance policy. Pendzick may, at his option, choose the life insurance or the disability insurance or both. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by Pendzick 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.

6. Pendzick, at his 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 if Pendzick changes from family to no coverage; \$900 if Pendzick changes from family to individual coverage; \$750 if Pendzick changes from individual to no coverage. Also, at his option, Pendzick 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 Pendzick changes from family to no coverage; \$150 if Pendzick changes from family to individual coverage; \$80 if Pendzick changes from individual to no coverage. Also, at his option, Pendzick 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. Pendzick must sign an application form each year and said application shall include an acknowledgment that he is covered under another plan.

ARTICLE IX

MANAGEMENT RIGHTS

1. Pendzick recognizes that all of the functions, rights, powers, responsibilities and authority of the Town which the Town has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Town. Pendzick recognizes that the Town has the responsibility to manage the Town, direct its employees, determine the number of employees it will employ, has the right to hire, suspend, discharge, discipline, promote, demote, or transfer its employees, subject, however, to the provisions of the Civil Service Law.

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

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

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

ARTICLE X

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend Pendzick in any action arising out of an assault on Pendzick on Town business, and the Town hereby agrees to defend, indemnify, and hold Pendzick harmless for any and all acts performed for the Town, its agents and employees, including but not limited to preparation, certification and sealing of plans prepared exclusively for the Town, its agents and employees, provided Pendzick was acting within the scope of his employment. In the event that Pendzick 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 he 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 Pendzick is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If Pendzick is injured or assaulted in the course of employment, he shall receive full

salary until such time as his application for reinstatement to full duty status, or, in the event of permanent disability, his application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If Pendzick 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 Pendzick receives a compensation check for lost time due to a compensable injury, he shall endorse his check over to the Town. The above shall apply if Pendzick was acting within the scope of his employment.

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

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

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

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

7. Upon Pendzick's request to examine his official employment personnel file, he 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 Pendzick, but he shall have an opportunity to read said material and make a written reply, which shall be inserted in his personnel folder.

8. Pendzick is offered the protection of Section 75 of the Civil Service Law of the State of New York, except for conviction of a crime, upon which a hearing can be held at the discretion of the Town. The Town Board may suspend Pendzick without pay if he is charged with a crime. If proven innocent, he will receive full pay.

9. Safety equipment shall be furnished by the Town Board to Pendzick at no cost to him.

10. The Town shall make available a safe and reliable vehicle to Pendzick for use on Town business. The Town Board, at its discretion, may determine that Pendzick has responsibilities on a twenty-four (24) hour basis that require that a vehicle be provided on that basis.

11. 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 Pendzick.

12. The Town Board agrees to establishment of a chain of command. A written policy will be developed through conference and agreement of Pendzick and the Town Board. The establishment of a written policy detailing the chain of command will be completed within thirty

(30) days of the signing of this Agreement.

13. The Town will provide a college and post-graduate incentive program for courses approved by the Town Board. The Town will reimburse Pendzick 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.

ARTICLE XI

WAGES

Pendzick shall receive the following annual salary:

January 1, 2004 - \$87,509

January 1, 2005 - \$91,010

Pendzick's base salary for each remaining year of this Agreement shall not be less than that of the preceding year.

In addition, in recognition of Pendzick's possession and maintenance of a Water Plant Operator 1B License, Pendzick shall be paid an annual stipend of \$5,000.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Agreement the day and year stated above.

TOWN BOARD OF THE TOWN OF RIVERHEAD

BY:

PHILIP CARDINALE, Town Supervisor

GARY PENDZICK

February 1, 2005
~~JANUARY 19, 2005~~

Adopted

TOWN OF RIVERHEAD

AUTHORIZES SUPERVISOR TO EXECUTE CONTRACT AGREEMENT

RESOLUTION # 114

☛
COUNCILWOMAN BLASS

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

BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to execute an Employee Contract with the Community Development Project Supervisor; and

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, authorized to forward a Certified Copy of this Resolution to Andrea Lohneiss and the Office of Accounting.

THE VOTE

Bartunek Yes No

Blass Yes No

Densieski Yes No

Sanders Yes No

Cardinale Yes No

Agreement made and entered into this _____ day of January 2005, between THE TOWN OF RIVERHEAD, County of Suffolk, State of New York, hereinafter referred to as the "Town", and Andrea Lohneiss, Community Development Project Supervisor and Community Development Agency Director for the Town of Riverhead, New York, hereinafter referred to as "Lohneiss."

WITNESSETH:

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

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

WHEREAS, this Agreement supersedes all prior agreements between the parties; and

WHEREAS, this agreement has been negotiated by the parties and said negotiations and agreements have been reduced in writing in this agreement, which cannot be, in whole or in part, amended orally by the parties.

NOW THEREFORE, in exchange of the mutual covenants and considerations, it is agreed that the terms and conditions of employment of Lohneiss in her position as Community Development Project Supervisor and Community Development Agency Director shall, effective January 1, 2004, be as follows:

ARTICLE I

DURATION

1. This Agreement shall be effective as of January 1, 2004 and shall continue in full force and effect until and including the 31st day of December 2005, subject to the provisions of Article X, Section 8.

2. In the event that the negotiations for an Agreement, effective January 1, 2006, fail to result in an agreement before the expiration of this Agreement, this Agreement will remain in full force and effect until the execution of a new agreement. In any case, the new Agreement shall be deemed to be effective as of January 1, 2006.

ARTICLE II

RECOGNITION

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

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

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

ARTICLE III

HOURS OF WORK

1. Lohneiss's minimum basic work week shall be the same as the employees under her supervision. There shall be no maximum number of hours of work per week. Lohneiss shall not receive additional compensation for holiday pay. Lohneiss is not entitled to earn, accrue, or be paid for overtime or compensatory time.

2. Lohneiss shall be entitled to the same paid holidays as the employees under her supervision.

3. (a) Five (5) days 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. Lohneiss must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which she had no prior knowledge, in which case Lohneiss must notify the Supervisor or designee of such absence. Failure to notify the Supervisor or designee of her absence will result in loss of pay for the day's absence.

4. Funeral Leave. Lohneiss 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 Lohneiss's option, for the death of Lohneiss'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. Lohneiss will be paid her regular salary while performing jury service upon documentary proof being filed with the Supervisor. Lohneiss shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by Lohneiss.

6. Court Appearance. Lohneiss'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. Lohneiss shall not lose any salary therefrom.

7. Parentage Leave. Lohneiss shall receive a parentage leave as defined in the 2001-2003 CSEA contract, Article III, Section 5.

ARTICLE IV

VACATIONS

1. Lohneiss shall be entitled to 30 working days' vacation (January 1 to December 31).

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

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

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

5. Lohneiss, at her option, shall be entitled to make an election to work the current year's allotted vacation time. Lohneiss 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.

ARTICLE V

SICK LEAVE

1. Sick leave is absence necessitated by Lohneiss's illness or other physical disability. Sick leave will be accumulated at the rate of two (2) days per month (twenty-four (24) days per year), total accumulated sick leave of three hundred (300) days. After three hundred (300) days, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, Lohneiss shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him/her, 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 Lohneiss before her return to work.

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

3. Lohneiss 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 Lohneiss 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 Lohneiss "buys-out" sick leave, she shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days.

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

ARTICLE VI

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

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

The Town Board shall conduct a hearing within twenty (20) business days of receipt of an appeal. Within twenty (20) business days after the hearing, the Town Board shall make a decision based on its findings and advise Lohneiss. 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.

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

4. Limitations.

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

5. Withdrawn Grievances.

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

ARTICLE VII

PENSION AND LONGEVITY

Lohneiss represents that she is a member of the New York State Employees Retirement System. As a Tier IV employee, she is a participant in the Article 15 Coordinated Retirement Plan.

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

- Four percent (4%) of base pay after ten (10) years of service.
- Six percent (6%) of base pay after fifteen (15) years of service.
- Seven percent (7%) of base pay after eighteen (18) years of service.

ARTICLE VIII

HEALTH INSURANCE

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

In the event that Lohneiss's employment with the Town should terminate, she shall have the option, at her own expense, to participate in the Town Health Insurance Program.

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

4. The Town will insure Lohneiss's life in accordance with the maximum death benefit provided by the Employees Retirement System for Tier IV members.

5. The Town will offer a Universal Life Insurance policy and a disability insurance policy. Lohneiss may, at her option, choose the life insurance or the disability insurance or both. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by Lohneiss 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.

6. Lohneiss, at her option, may elect not to accept the Town's hospitalization coverage for a period of not less than one calendar year and receive the following payment during the first full pay period of each year the election is made: \$1,650 if Lohneiss changes from family to no coverage; \$900 if Lohneiss changes from family to individual coverage; \$750 if Lohneiss changes from individual to no coverage. Also, at her option, Lohneiss 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 Lohneiss changes from family to no coverage; \$150 if Lohneiss changes from family to individual coverage; \$80 if Lohneiss changes from individual to no coverage. Also, at her option, Lohneiss 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.

Lohneiss must sign an application form each year and said application shall include an acknowledgment that she is covered under another plan.

ARTICLE IX

MANAGEMENT RIGHTS

1. Lohneiss recognizes that all of the functions, rights, powers, responsibilities and authority of the Town which the Town has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Town. Lohneiss recognizes that the Town has the responsibility to manage the Town, direct its employees, determine the number of employees it will employ, has the right to hire, suspend, discharge, discipline, promote, demote, or transfer its employees, subject, however, to the provisions of the Civil Service Law.

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

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

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

ARTICLE X

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend Lohneiss in any action arising out of an assault on Lohneiss on Town business, and the Town hereby agrees to defend, indemnify, and hold Lohneiss harmless for any and all acts performed for the Town, its agents and employees, including but not limited to preparation, certification and sealing of plans prepared exclusively for the Town, its agents and employees, provided Lohneiss was acting within the scope of her employment. In the event that Lohneiss 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 she 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 Lohneiss is otherwise eligible for coverage pursuant to the terms of those provisions.

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

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

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

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

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

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

8. Lohneiss is offered the protection of Section 75 of the Civil Service Law of the State of New York, except for conviction of a crime, upon which a hearing can be held at the discretion of the Town. The Town Board may suspend Lohneiss without pay if she is charged with a crime. If proven innocent, she will receive full pay.

9. Safety equipment shall be furnished by the Town Board to Lohneiss at no cost to her.

10. The Town shall make available a safe and reliable vehicle to Lohneiss for use on Town business. The Town Board, at its discretion, may determine that Lohneiss has responsibilities on a twenty-four (24) hour basis that require that a vehicle be provided on that basis.

11. 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 Lohneiss.

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

13. The Town will provide a college and post-graduate incentive program for courses approved by the Town Board. The Town will reimburse Lohneiss 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.

ARTICLE XI

WAGES

Lohneiss shall receive the following annual salary:

January 1, 2004 - \$96,644

January 1, 2005 - \$100,510

Lohneiss's base salary for each remaining year of this Agreement shall not be less than that of the preceding year.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Agreement the day and year stated above.

TOWN BOARD OF THE TOWN OF RIVERHEAD

BY:

PHILIP CARDINALE, Town Supervisor

ANDREA LOHNEISS

February 1, 2005
~~JANUARY 19, 2005~~

Adopted

TOWN OF RIVERHEAD

AUTHORIZES SUPERVISOR TO EXECUTE CONTRACT AGREEMENTS

RESOLUTION # 115

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

BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to execute an Employee Contract with the Deputy Water Superintendent; and

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, authorized to forward a Certified Copy of this Resolution to Mark Conklin and the Office of Accounting.

THE VOTE

Bartunek Yes No

Blass Yes No

Densieski Yes No

Sanders Yes No *abstain*

Cardinale Yes No

Agreement made and entered into this _____ day of January 2005, between THE TOWN OF RIVERHEAD, County of Suffolk, State of New York, hereinafter referred to as the "Town", and Mark Conklin, Assistant Water District Superintendent for the Town of Riverhead, New York, hereinafter referred to as "Conklin."

W I T N E S S E T H:

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

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

WHEREAS, this Agreement supersedes all prior agreements between the parties; and

WHEREAS, this agreement has been negotiated by the parties and said negotiations and agreements have been reduced in writing in this agreement, which cannot be, in whole or in part, amended orally by the parties.

NOW THEREFORE, in exchange of the mutual covenants and considerations, it is agreed that the terms and conditions of employment of Conklin in his position as Assistant Water District Superintendent shall, effective January 1, 2004, be as follows:

ARTICLE I

DURATION

1. This Agreement shall be effective as of January 1, 2004 and shall continue in full force and effect until and including the 31st day of December 2005, subject to the provisions of Article X, Section 8.

2. In the event that the negotiations for an Agreement, effective January 1, 2006, fail to result in an agreement before the expiration of this Agreement, this Agreement will remain in full force and effect until the execution of a new agreement. In any case, the new Agreement shall be deemed to be effective as of January 1, 2006.

ARTICLE II

RECOGNITION

1. The Town recognizes Conklin's right to bargain for the terms and conditions of his

employment with the Town. Both parties acknowledge that this Agreement is personal to Conklin and shall not inure to his successor. Such recognition is for the period of this Agreement or extensions hereof.

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

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

ARTICLE III

HOURS OF WORK

1. a. Conklin's minimum basic work week shall be forty (40) hours per week.

b. Conklin shall accrue personal leave time at straight time for any approved hours worked in excess of 40 in a week, except where personal time is earned as provided in subparagraph (c) below.

c. In the event that Conklin works approved hours in excess of 40 in a week, he will accrue personal leave time at straight time for each hour actually worked in excess of 40 in that week. Vacation, sick, personal, holiday, compensatory and any other time off from work shall not be included in the calculation of the 40 hour weekly threshold.

d. Conklin shall be permitted to work and accrue personal leave time pursuant to subparagraph "c" in the amount of not more than 10 hours per week (50 total) without prior written authorization from the Supervisor or his/her designee. Under no circumstance may any hours be worked and/or accrued in excess of 10 hours per week (50 total) without the prior written authorization of the Supervisor or his/her designee on a form to be prepared by him.

2. Conklin shall be entitled to the same paid holidays as the employees under his supervision.

3. (a) Five (5) days 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. Conklin must request

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

4. Funeral Leave. Conklin 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 Conklin's option, for the death of Conklin'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. Conklin will be paid his regular salary while performing jury service upon documentary proof being filed with the Supervisor. Conklin shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by Conklin.

6. Court Appearance. Conklin'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. Conklin shall not lose any salary therefrom.

7. Parentage Leave. Conklin shall receive a parentage leave as defined in the 2001-2003 CSEA contract, Article III, Section 5.

ARTICLE IV

VACATIONS

1. Conklin shall be entitled to 30 working days' vacation (January 1 to December 31).

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

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

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

5. Conklin, at his option, shall be entitled to make an election to work the current year's allotted vacation time. Conklin 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.

ARTICLE V

SICK LEAVE

1. Sick leave is absence necessitated by Conklin's illness or other physical disability. Sick leave will be accumulated at the rate of two (2) days per month (twenty-four (24) days per year), total accumulated sick leave of three hundred (300) days. After three hundred (300) days, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, Conklin shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested by him/her, 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 Conklin before her return to work.

2. Conklin, or his legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of his accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days thereof.

3. Conklin 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 Conklin 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 Conklin "buys-out" sick leave, he shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days.

ARTICLE VI

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

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

Conklin shall have the right at all times to representation of his choosing.

4. Limitations.

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

5. Withdrawn Grievances.

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

ARTICLE VII

PENSION AND LONGEVITY

Conklin represents that she is a member of the New York State Employees Retirement System. As a Tier III employee, he is a participant in the Article 14 or Article 15 Coordinated Retirement Plan.

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

- Four percent (4%) of base pay after ten (10) years of service.
- Six percent (6%) of base pay after fifteen (15) years of service.
- Seven percent (7%) of base pay after eighteen (18) years of service.

ARTICLE VIII

HEALTH INSURANCE

1. The Town shall pay, on Conklin's behalf, one hundred (100%) percent of the cost of

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

In the event that Conklin's employment with the Town should terminate, he shall have the option, at her own expense, to participate in the Town Health Insurance Program.

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

4. The Town will insure Conklin's life in accordance with the maximum death benefit provided by the Employees Retirement System for Tier III members.

5. The Town will offer a Universal Life Insurance policy and a disability insurance policy. Conklin may, at his option, choose the life insurance or the disability insurance or both. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by Conklin 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.

6. Conklin, at his 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 if Conklin changes from family to no coverage; \$900 if Conklin changes from family to individual coverage; \$750 if Conklin changes from individual to no coverage. Also, at his option, Conklin 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 Conklin changes from family to no coverage; \$150 if Conklin changes from family to individual coverage; \$80 if Conklin changes from individual to no coverage. Also, at his option, Conklin 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. Conklin must sign an application form each year and said application shall include an acknowledgment that he is covered under another plan.

ARTICLE IX

MANAGEMENT RIGHTS

1. Conklin recognizes that all of the functions, rights, powers, responsibilities and authority of the Town which the Town has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Town. Conklin recognizes that the Town has the responsibility to manage the Town, direct its employees, determine the number of employees it will employ, has the right to hire, suspend, discharge, discipline, promote, demote, or transfer its employees, subject, however, to the provisions of the Civil Service Law.

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

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

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

ARTICLE X

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend Conklin in any action arising out of an assault on Conklin on Town business, and the Town hereby agrees to defend, indemnify, and hold Conklin harmless for any and all acts performed for the Town, its agents and employees, including but not limited to preparation, certification and sealing of plans prepared exclusively for the Town, its agents and employees, provided Conklin was acting within the scope of his employment. In the event that Conklin 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 he 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 Conklin is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If Conklin is injured or assaulted in the course of employment, he shall receive full

salary until such time as his application for reinstatement to full duty status, or, in the event of permanent disability, his application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If Conklin 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 Conklin receives a compensation check for lost time due to a compensable injury, he shall endorse his check over to the Town. The above shall apply if Conklin was acting within the scope of his employment.

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

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

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

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

7. Upon Conklin's request to examine his official employment personnel file, he 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 Conklin, but he shall have an opportunity to read said material and make a written reply, which shall be inserted in his personnel folder.

8. Conklin is offered the protection of Section 75 of the Civil Service Law of the State of New York, except for conviction of a crime, upon which a hearing can be held at the discretion of the Town. The Town Board may suspend Conklin without pay if he is charged with a crime. If proven innocent, he will receive full pay.

9. Safety equipment shall be furnished by the Town Board to Conklin at no cost to him.

10. The Town shall make available a safe and reliable vehicle to Conklin for use on Town business. The Town Board, at its discretion, may determine that Conklin has responsibilities on a twenty-four (24) hour basis that require that a vehicle be provided on that basis.

11. 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 Conklin.

12. The Town Board agrees to establishment of a chain of command. A written policy will be developed through conference and agreement of Conklin and the Town Board. The establishment of a written policy detailing the chain of command will be completed within thirty

(30) days of the signing of this Agreement.

13. The Town will provide a college and post-graduate incentive program for courses approved by the Town Board. The Town will reimburse Conklin 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.

ARTICLE XI

WAGES

Conklin shall receive the following annual salary:

January 1, 2004 - \$72,324

January 1, 2005 - \$75,217

Conklin's base salary for each remaining year of this Agreement shall not be less than that of the preceding year.

In addition, in recognition of Conklin's possession and maintenance of a Water Plant Operator 1B License, Conklin shall be paid an annual stipend of \$5,000.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Agreement the day and year stated above.

TOWN BOARD OF THE TOWN OF RIVERHEAD

BY:

PHILIP CARDINALE, Town Supervisor

MARK CONKLIN

February 1, 2005
~~JANUARY 19, 2005~~

Adopted

TOWN OF RIVERHEAD

AUTHORIZES SUPERVISOR TO EXECUTE CONTRACT AGREEMENTS

RESOLUTION # 116

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

BE IT HEREBY RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Supervisor to execute an Employee Contract with the Deputy Highway Superintendent; and

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, authorized to forward a Certified Copy of this Resolution to Ron Caffrey and the Office of Accounting.

THE VOTE

Bartunek <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Blass <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Densieski <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Sanders <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cardinale <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Agreement made and entered into this ____ day of January 2005, between THE TOWN OF RIVERHEAD, County of Suffolk, State of New York, hereinafter referred to as the "Town," and Ronald Caffrey, Deputy Highway Superintendent for the Town of Riverhead, New York, hereinafter referred to as "Caffrey."

WITNESSETH:

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

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

WHEREAS, this Agreement supersedes all prior agreements between the parties; and

WHEREAS, this Agreement has been negotiated by the parties and said negotiations and agreements have been reduced in writing in this Agreement, which cannot be, in whole or in part, amended orally by the parties.

NOW THEREFORE, in exchange of the mutual covenants and considerations, it is agreed that the terms and conditions of employment of Caffrey in his position as Deputy Highway Superintendent, shall, effective January 1, 2005, be as follows:

ARTICLE I - DURATION

1. This Agreement shall be effective as of January 1, 2005 and shall continue in full force and effect until and including the 31st day of December 2005; provided, however, that pursuant to New York State Law, Caffrey serves at the pleasure of the Town's Highway Superintendent and Caffrey may therefore be terminated at any time for any reason at the sole discretion of the Highway Superintendent, in which event this Agreement and the parties' obligations and rights thereunder shall be terminated effective on the date of Caffrey's termination.

ARTICLE II - RECOGNITION

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

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

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

ARTICLE III - HOURS OF WORK

1. Caffrey's minimum basic work week shall be 40 hours per week. There shall be no maximum number of hours of work per week. Caffrey shall not receive additional compensation for holiday pay. Caffrey is not entitled to earn, accrue, or be paid for overtime or compensatory time.

2. Caffrey shall be entitled to the same paid holidays as the employees under his supervision.

3. (a) Five (5) days 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. Caffrey must request such leave at least forty eight (48) hours in advance unless the personal leave is deemed to be an emergency of which he had no prior knowledge, in which case Caffrey must notify the Supervisor or designee of such absence. Failure to notify the Supervisor or designee of his absence will result in loss of pay for the day's absence.

4. Funeral Leave. Caffrey 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 Caffrey's option, for the death of Caffrey'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. Caffrey will be paid his regular salary while performing jury service upon documentary proof being filed with the Supervisor. Caffrey shall endorse the jury salary checks to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by Caffrey.

6. Court Appearance. Caffrey'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 Supervisor for the number of days necessary. Caffrey shall not lose any salary therefrom.

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

ARTICLE IV - VACATIONS

1. Caffrey shall be entitled to 30 working days' vacation (January 1 to December 31).
2. Caffrey, upon request, shall be paid his vacation pay prior to the vacation, providing he shall have given three (3) weeks' notice to the Supervisor.
3. Upon retirement or termination of service, except for cause, Caffrey shall be compensated, in cash, for any accumulated vacation.
4. With the written approval of the Supervisor, prior to December 31st, Caffrey may carry over any unused vacation days from one (1) year into the following year, but in no event shall Caffrey carry over more than sixty (60) vacation days from one year to the next.
5. Caffrey, at his option, shall be entitled to make an election to work the current year's allotted vacation time. Caffrey 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.

ARTICLE V - SICK LEAVE

1. Sick leave is absence necessitated by Caffrey's illness or other physical disability. Sick leave will be accumulated at the rate of one and one-half (1 ½) days per month (eighteen (18) days per year), total accumulated sick leave of three hundred (300) days. After three hundred (300) days, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, Caffrey 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 Caffrey before his return to work.

2. Caffrey, or his/her legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of his accumulated and unused sick leave to the extent of one hundred (100%) percent of the first two hundred and eighty (280) days thereof.

3. Caffrey 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 Caffrey 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 Caffrey "buys-out" sick leave, he shall be permitted to reaccumulate sick days to a maximum of three hundred (300) days.

4. Caffrey, if he falls ill while on vacation, upon presentation of a medical certificate certifying he was confined to bed for more than five (5) working days during his 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.

ARTICLE VI - SENIORITY

The parties agree that Caffrey shall be entitled to retreat back into an existing or to be created Highway Maintenance Crew Leader position in the event he is removed from his position as Deputy Highway Superintendent. In this event, he shall receive Department-wide seniority in the Highway Department based upon continuous service commencing on August 31, 1981.

ARTICLE VII - GRIEVANCE PROCEDURE

1. Consideration of Grievance.

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

Caffrey shall have the right at all times to representation of his choosing.

4. Limitations.

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

5. Withdrawn Grievances.

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

ARTICLE VIII - PENSION AND LONGEVITY

Caffrey represents that he is a member of the New York State Employees Retirement System. As a Tier III employee, he is a participant in either the Article 14 or Article 15 Coordinated Retirement Plan.

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

- Four percent (4%) of base pay after ten (10) years of service.
- Six percent (6%) of base pay after fifteen (15) years of service.
- Seven percent (7%) of base pay after eighteen (18) years of service.

ARTICLE IX - HEALTH INSURANCE

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

In the event that Caffrey's employment with the Town should terminate, he shall have the option, at his own expense, to participate in the Town Health Insurance Program.

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

4. The Town will insure Caffrey's life in accordance with the maximum death benefit provided by the Employees Retirement System for Tier III members.

5. The Town will offer a Universal Life Insurance policy, a disability insurance policy or participation in the New York State deferred compensation program. Caffrey may, at his option, choose the life insurance, the disability insurance or the deferred compensation program, or any combination thereof. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by Caffrey 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.

6. Caffrey, at his 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 if Caffrey changes from family to no coverage; \$900 if Caffrey changes from family to individual coverage; \$750 if Caffrey changes from individual to no coverage. Also, at his option, Caffrey 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 Caffrey changes from family to no coverage; \$150 if Caffrey changes from family to individual coverage; \$80 if Caffrey changes from individual to no coverage. Also, at his option, Caffrey 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. Caffrey must sign an application form each year and said application shall include an acknowledgment that he is covered under another plan.

ARTICLE X - MANAGEMENT RIGHTS

1. Caffrey recognizes that all of the functions, rights, powers, responsibilities and authority of the Town which the Town has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Town. Caffrey recognizes that the Town has the responsibility to manage the Town, direct its employees, determine the number of employees it will employ, has the right to hire, suspend, discharge,

discipline, promote, demote, or transfer its employees, subject, however, to the provisions of the Civil Service Law.

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

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

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

ARTICLE XI - GENERAL PROVISIONS

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

2. If Caffrey is injured or assaulted in the course of employment, he shall receive full salary until such time as his application for reinstatement to full duty status, or, in the event of permanent disability, his application for a disability pension be finally determined or by a physician's examination determining no further disability, whichever comes first. If Caffrey 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 Caffrey receives a compensation check for lost time due to a compensable injury, he shall endorse his check over to the Town. The above shall apply if Caffrey was acting within the scope of his employment.

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

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

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

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

7. Upon request by Caffrey to examine his official employment personnel file, he 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 Caffrey, but he shall have an opportunity to read said material and make a written reply, which shall be inserted in his personnel folder.

8. Safety equipment shall be furnished by the Town Board to Caffrey at no cost to him.

9. The Town shall make available a safe and reliable vehicle to Caffrey for use on Town business. The Town Board, at its discretion, may determine that Caffrey has responsibilities on a twenty-four (24) hour basis that require that a vehicle be provided on that basis.

10. 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 Caffrey.

11. The Town will provide a college and/or post-graduate incentive program for courses approved by the Town Board. The Town will reimburse Caffrey 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.

ARTICLE XII - WAGES

Caffrey shall receive the following annual salary:

Jan. 1, 2005 - \$63,960

Caffrey's salary in any year of any successor Agreement shall not be less than that set forth above.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Agreement the day and year stated above.
TOWN BOARD OF THE TOWN OF RIVERHEAD

BY:

PHIL CARDINALE, Town Supervisor

RONALD CAFFREY