

April 12, 2007

## TOWN OF RIVERHEAD

Resolution #334

### **DETERMINES ZONING COMPLIANCE FOR PROPOSED NEW RIVERHEAD FIRE DISTRICT FIREHOUSE AND EXEMPTS PROJECT FROM SITE PLAN REVIEW**

\_\_\_\_\_ Councilman Bartunek \_\_\_\_\_ offered the following resolution,  
which was seconded by \_\_\_\_\_ Councilman Densieski \_\_\_\_\_:

**WHEREAS**, a site plan and elevations dated April 5, 2007 and were submitted to the Town of Riverhead Planning Board by Martin Sendlewski, RA, on behalf of the Riverhead Fire District to construct a new firehouse and associated site improvements on real property located at the northeast corner of Northville Turnpike (CR43) and Roanoke Avenue (CR 73), Riverhead, New York, known and designated as Suffolk County Tax Map Numbers 0600-126-4-26 through 31, and

**WHEREAS**, together with the site plan and elevations, the Riverhead Fire District has submitted a long form environmental assessment (LEAF) supporting the application, and

**WHEREAS**, the Fire District has declared itself “lead agency” on the project and determined that the project will not have any significant adverse impacts on the natural and social environments,

**WHEREAS**, the Town, although not included as an “interested” agency pursuant to SEQRA, has received and reviewed the LEAF and concurs with the determinations of the Fire District, and

**WHEREAS**, the Fire District has received approvals from both the Suffolk County Department of Health Services and the Suffolk County Department of Public Works for the project,

**WHEREAS**, the applicant’s architect and attorney have represented to Town officials that the Board of the Riverhead Central School District had been advised of and is in favor of the project, and

**WHEREAS**, the properties lie within the Business PB and RA-40 zoning use districts, and

**WHEREAS**, §108-54 of the Town Code of the Town of Riverhead states as follows:

“Municipal buildings and hospitals shall be permitted in all districts, provided that such buildings shall conform to all other provisions of this chapter for the district in which located”, and

**WHEREAS**, the Planning Department and the Town’s consulting engineer have expeditiously reviewed the site plan dated April 4, 2007, as prepared by Martin Sendlewski, RA., and filed with the Town Clerk on April 5, 2007 and elevation drawings, as prepared by and has recommended minor changes to the site plan and nearby roadways; and

**WHEREAS**, the Riverhead Fire District has agreed to modify the site plan to accommodate the Town’s requests, and

**WHEREAS**, the Town Board has completed the required eight step balancing test set forth in the case “In the Matter of the County of Monroe, 72 NY2d 338 and In Nanuet First Engine Co. No. 1 v. Arnold Amster, 1998 NY Slip. Op. 98387” and, based upon application of that balancing test (which initially assumes that the Town’s regulations *do* apply), has determined that the applicant complies with zoning and that it shall not be subjected to formal site plan review by the Town of Riverhead Planning Board; and

**WHEREAS**, based upon the Fire District voters’ approval of the bond for the project by a nearly 2:1 margin, the Town Board has opted not to conduct a public hearing on the matter, and

**WHEREAS**, in applying the balancing test to the zoning and site plan requirements set forth in the Town Code, the Town Board determined as follows:

The nature and scope of the instrumentality seeking the exemption is the Riverhead Fire District;

There is a great public interest to be served by permitting the construction of a new fire house since 1) the voters approved the bonding of the facility by an approximately 2:1 margin; 2) the fire department requires additional space to accommodate the rapid growth of the Town of Riverhead

Even the diminimus delay in the construction of the fire house which could be occasioned by formal site plan review would impede the growth of the fire department and would not allow the fire district sufficient room within which to store state of the art firematic equipment thereby compromising the safety of the community;

The Town’s Planning Department and consulting engineer have expeditiously conducted an informal site plan review, have analyzed the proposed plans carefully and have determined that there the health, safety and welfare of the residents of the Town will not be compromised by the construction of the firehouse building as proposed with the minor amendments suggested by the Planning Department and the Town’s consulting engineer;

The impact upon the legitimate local interests, including, but not limited to aesthetics, traffic, drainage and possible impacts on adjoining uses is served by the construction of the firehouse building as proposed;

Adequate intergovernmental participation by the Fire District with the Town and its Planning Department and engineering consultant together with the subsequent review of the Building Department for conformity to New York State Building Construction Code requirements will allow for the construction of the facility ensuring the proper planning and layout of the site to promote the health, safety and welfare of the community;

The new location of the firehouse will alleviate ongoing traffic concerns and safety issues that exist at the present location of the firehouse on Second Street, in downtown Riverhead;

**WHEREAS**, the Town Board has carefully considered the merits of the site plan application, the SEQRA record to date, the report of the Planning Department, as well as all other relevant Planning, Zoning and Environmental information and the criteria required by the “Monroe balancing test”; and

**WHEREAS**, this Town Board has reviewed the site plan and elevations aforementioned, and

**RESOLVED**, that based upon the foregoing, the Town Board finds that the applicant is compliant with the applicable zoning law and exempts the project from formal site plan review subject to the following conditions:

That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;

1. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk’s Office and filed with the Riverhead Town Clerk;
2. That compliance with the “Dark Skies” requirement set forth in Chapter of the Town Code of the Town of Riverhead is required.
3. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, “Trash, Rubbish and Refuse Disposal,” and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
4. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;

5. That the Fire District shall resurface the roadway known as St. John's Place along its entire length to the satisfaction and specifications of the Town of Riverhead Highway Superintendent.
6. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Riverhead Fire District hereby authorizes and consents to the Town of Riverhead to enter premises at northwest corner of Northville Turnpike (CR43) and cross River Drive (CR105), Riverhead , New York, to enforce said handicapped parking regulations;
7. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
8. That all new utilities shall be constructed underground;
9. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
10. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
11. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen; and be it further
12. That the applicant shall be subject to the applicable provisions of Chapter 52 including, the requirement to apply for a building permit as well as the payment of all required fees.
13. That no building permit shall issue prior to the recordation of the Covenants and Restrictions outlined in this resolution.

**AND BE IT FURTHER,**

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Martin Sendlewski, RA, the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

**THE VOTE**

Dunleavy  yes  no    Bartunek  yes  no  
Blass  yes  no    Densleski  yes  no  
Cardinale  yes  no

THE RESOLUTION  WAS  WAS NOT  
THEREFORE DULY ADOPTED

## DECLARATION AND COVENANTS

**THIS DECLARATION**, made the \_\_\_\_ day of \_\_\_\_\_, 2007, made by Riverhead Fire District, with its principal at Second Street, Riverhead, New York 11901, Declarant:

### WITNESSETH:

**WHEREAS**, Declarant is the owner of certain real property situate in the Town of Riverhead, Suffolk County, New York, more particularly bounded and described as set forth in SCHEDULE "A" annexed hereto, as provided by Declarant; and

**WHEREAS**, for and in consideration of the granting of said approval, the Town Board of the Town of Riverhead has deemed it to be in the best interests of the Town of Riverhead, and the owner and prospective owners of said parcel, that the within covenants and restrictions be imposed on said parcel, and as a condition of granting said approval and said Town Board has required that the within Declaration be recorded in the Suffolk County Clerk's Office; and

**WHEREAS**, Declarant has considered the foregoing and determined that same will be in the best interest of the Declarant and subsequent owners of said parcel.

### NOW, THEREFORE, THIS DECLARANT WITNESSETH:

That Declarant, for the purpose of carrying out the intentions above expressed, does hereby make known, admit, publish, covenant and agree that the said premises herein described shall hereafter be subject to the following covenants which shall run with the land, and shall be binding upon all purchasers and holders of said premises, their heirs, executors, legal representatives, distributees, successors and assigns, to wit:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
3. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;

4. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled , “Trash, Rubbish and Refuse Disposal,” and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
5. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
6. Parking, paving, and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
8. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, “No Parking, Handicap Only,” and the universal symbol affixed thereto. Further, by execution and filing of this document, Riverhead Fire District hereby authorizes and consents to the Town of Riverhead to enter premises at northwest corner of Northville Turnpike (CR43) and cross River Drive (CR105), Riverhead, New York, to enforce said handicapped parking regulations;
9. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter, and that any planters, planter boxes, window boxes, or other container plantings shall likewise be maintained on a year-round basis;
10. That all new utilities shall be constructed underground;
11. That pursuant to Section 108-133(I) of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a land clearing and/or building permit, shall post a performance bond or other equivalent security. The performance bond or other security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the Town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof;
12. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;

13. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;

Declarant has hereunto set his/her hand and seal the day and year above first written.

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Riverhead Fire District

STATE OF NEW YORK )

: ss.:

COUNTY OF SUFFOLK )

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ before me, the undersigned, \_\_\_\_\_ personally \_\_\_\_\_ appeared

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personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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NOTARY

PUBLIC

Special Board Meeting  
April 12, 2007

# Tabled

## TOWN OF RIVERHEAD

### APPOINTS SENIOR AUDITOR

RESOLUTION# 335

**COUNCILMAN DUNLEAVY**

\_\_\_\_\_ offered the following resolution  
resolution, which was seconded by COUNCILMAN BARTUNEK

**WHEREAS**, the vacancy of Senior Auditor exists in the Accounting Department; and

**WHEREAS**, Suffolk County Department of Civil Service has certified a List of Eligibles, list #07DC046, for the title of Senior Auditor, and William Thompson is reachable on that list;

**NOW, THEREFORE, BE IT RESOLVED**, that William Thompson is hereby appointed to the position of Senior Auditor/Deputy Financial Administrator effective April 30, 2007, and that the Supervisor is hereby authorized to execute a department head contract with Mr. Thompson.

**BE IT FURTHER, RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to William Thompson, the Accounting Department and the Personnel Officer.

### THE VOTE

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

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

# Tabled

Agreement made and entered into this 30th day of April 2007, between THE TOWN OF RIVERHEAD, County of Suffolk, State of New York, hereinafter referred to as the "Town", and William Thompson, Deputy Financial Administrator for the Town of Riverhead, New York, hereinafter referred to as "Thompson."

**WITNESSETH:**

WHEREAS, the Town desires to provide Thompson 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 Thompson 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 Thompson in his position as Deputy Financial Administrator, shall be effective April 30, 2007 and continue until terminated by the Town or Thompson on an at- will basis, as follows:

**ARTICLE I**

**DURATION**

1. This Agreement shall be effective as of April 30, 2007 and shall continue in full force and effect until terminated by the Town or Thompson on an at-will basis.

**ARTICLE II**

**HOURS OF WORK**

1. Thompson's minimum basic work week shall be 35 hours. There shall be no maximum number of hours of work per week. Thompson shall not receive additional compensation for holiday pay. Thompson is not entitled to earn, accrue, or be paid for overtime or compensatory time.

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

3. (a) Five (5) days personal leave will be granted beginning in 2008. A prorated amount of three (3) days of personal leave will be granted to Thompson commencing with his employment with the Town of Riverhead on April 30, 2007.

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

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

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

### ARTICLE III

#### VACATIONS

1. Thompson shall be entitled to <sup>10</sup>~~15~~ working days' vacation (January 1 to December 31) beginning in 2008. A pro-rated amount of vacation time, ~~10~~ working days, will be credited to Rothaar commencing with his employment on April 30, 2007. 7

2. Thompson, 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, Thompson shall be compensated, in cash, for any accumulated vacation up to a maximum of sixty (60) days.

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

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

#### **SICK LEAVE**

1. Sick leave is absence necessitated by Thompson's illness or other physical disability. Sick leave will be accumulated at the rate of one and a half (1.5) 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, Thompson 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 Thompson before his return to work.

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

4. Thompson, 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 V**

### **PENSION AND LONGEVITY**

Thompson represents that he is a member of the New York State Employees Retirement System. As a Tier IV employee, he 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. Thompson 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 VI**

### **HEALTH INSURANCE**

1. The Town shall pay, on Thompson's behalf, one hundred (100%) percent of the cost of either the individual or family coverage for hospitalization under the Town Health Insurance Program. These plans shall also provide that the Town pays for one hundred (100%) percent coverage for Thompson 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 Thompson's employment with the Town should terminate, he shall have the option, at his own expense, to participate in the Town Health Insurance Program in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985.

2. The Town shall pay, on Thompson'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 Thompson'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 Thompson's life in accordance with the maximum death benefit provided by the Employees Retirement System for Tier IV members.

5. The Town will offer Thompson the choice of a Universal Life Insurance policy, a disability insurance policy, or, to the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, a contribution deposited into a deferred compensation plan. Thompson may, at his option, choose the life insurance, the disability insurance, the deferred compensation contribution 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 Thompson 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. Thompson, 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 Thompson changes from family to no coverage; \$900 if Thompson changes from family to individual coverage; \$750 if Thompson changes from individual to no coverage. Also, at his option, Thompson 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 Thompson changes from family to no coverage; \$150 if Thompson changes from family to individual coverage; \$80 if Thompson changes from individual to no coverage. Also, at his option, Thompson 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. Thompson must sign an application form each year and said application shall include an acknowledgment that he is covered under another plan.

## ARTICLE VII

### GENERAL PROVISIONS

1. The Town agrees to provide legal counsel to defend Thompson in any action arising out of an assault on Thompson on Town business, and the Town hereby agrees to defend, indemnify, and hold Thompson 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 Thompson was acting within the scope of his employment. In the event that Thompson 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 Thompson is otherwise eligible for coverage pursuant to the terms of those provisions.

2. If Thompson 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 Thompson 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 Thompson 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 Thompson was acting within the scope of his employment.

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

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

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

7. Upon Thompson's request to examine his official employment personnel file, 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 Thompson, 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 Thompson at no cost to him.

9. The Town shall make available a safe and reliable vehicle to Thompson for use on Town business. The Town Board, at its discretion, may determine that Thompson 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 Thompson as set forth in Article VI, Section 5.

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

**WAGES**

Thompson shall receive the following annual salary:

April 30, 2007 - \$65,000.00

After successful completion of the probationary period as set forth in accordance with the rules of NYS Civil Service, Thompson's salary is to be reviewed for competitiveness and adjusted accordingly.

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

\_\_\_\_\_  
WILLIAM THOMPSON