

**PUBLIC COMMENT ON ANY REGULAR TOWN BOARD
RESOLUTION LISTED BELOW:**

- Res. #136 Building Department Trucks Budget Adoption
- Res. #137 Militello Condemnation Budget Adoption
- Res. #138 Youth Bureau Grant Allocation Budget Adjustment
- Res. #139 Authorization to Discard Fixed Assets
- Res. #140 Schedules Water District Personnel
- Res. #141 Reclassifies a Recreation Position (Doreen Jackson)
- Res. #142 Appoints a Community Development Program Technician (Lizabeth Plouff)
- Res. #143 Modifies Terms and Conditions of Employment for Dawn C. Thomas, Town Attorney
- Res. #144 Authorizes Payment of a Stipend to Paralegal Assistant (Laura Calamita)
- Res. #145 Setting Terms and Conditions of Employment for Annemarie Prudenti, Deputy Town Attorney
- Res. #146 Setting Terms and Conditions of Employment for Daniel P. McCormick, Deputy Town Attorney
- Res. #147 Setting Terms and Conditions of Employment for Harold A. Steuerwald, Deputy Town Attorney
- Res. #148 Appoints Automotive Equipment Operator in the Highway Department (Elrod Coach)
- Res. #149 Appoints Automotive Equipment Operators in the Highway Department (Zebedee Williams, Joseph Moreno)
- Res. #150 Appoints Members to the Riverhead Farmland Preservation Committee

- Res. #151 Authorizes Fire Marshal to Attend Training Course
- Res. #152 Appoints a Justice Court Clerk to the Justice Court (Brenda Sickler)
- Res. #153 Accepts Resignation of a School Crossing Guard (Robert Smith)
- Res. #154 Re-Appoints Member to the Board of Assessment Review (Marjorie Acevedo)
- Res. #155 Authorizes the Supervisor to Execute a License Agreement with Norman Osit (Charter Fishing Boat)
- Res. #156 Decrease of Fees for East Creek Dock for the 2008 Season
- Res. #157 Adopts a Local Law Amending Chapter 108 Entitled “Zoning” of the Riverhead Town Code (Article VII – Accessory Apartments)
- Res. #158 Adopts a Local Law Amending Chapter 101 Entitled “Vehicles & Traffic” of the Riverhead Town Code (Section 101-7 Entitled “Turns”)
- Res. #159 Approves Chapter 90 Application of East End Arts & Humanities Council, Inc.
- Res. #160 Extends Bid Contract for Dry Hydrated Lime (Calcium Hydroxide)
- Res. #161 Authorizes the Town Clerk to Post and Publish the Attached Notice to Bidders for the Town of Riverhead Annual Construction Contract
- Res. #162 Authorizes Legal Action Against the Owners, Tenants, Occupants and Mortgagee of the Property Located at 156 Union Avenue, Riverhead, New York
- Res. #163 Approves Chapter 90 Application of the American Cancer Society (Riverhead Central School – Relay for Life)
- Res. #164 Pays Bills

February 20, 2008

Adopted

TOWN OF RIVERHEAD

BUILDING DEPARTMENT TRUCKS

BUDGET ADOPTION

RESOLUTION # 136

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

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

		<u>FROM</u>	<u>TO</u>
406.036200.494200.40197	Serial Bond Proceeds	45,000	
406.036200.524175.40197	Building Department Trucks		45,000

THE VOTE

Wooten Yes No Buckley Yes No
Dunleavy Yes No Blass Yes No
Cardinale Yes No

Adopted

TOWN OF RIVERHEAD

MILITELLO CONDEMNATION

BUDGET ADOPTION

RESOLUTION # 137

COUNCILMAN BUCKLEY

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

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

		<u>FROM</u>	<u>TO</u>
406.019400.494200.42501	Serial Bond Proceeds	140,000	
406.019400.521000.42501	Land Acquisition (Condemnation)		135,000
406.019400.543000.42501	Professional Services		5,000

THE VOTE

Wooten Yes No Buckley Yes No

Dunleavy Yes No Blass Yes No

Cardinale Yes No

February 20, 2008

Adopted

TOWN OF RIVERHEAD
YOUTH BUREAU GRANT ALLOCATION
BUDGET ADJUSTMENT
RESOLUTION # 138

COUNCILMAN WOOTEN offered the following resolution,
 which was seconded by COUNCILMAN DUNLEAVY.

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

		<u>FROM</u>	<u>TO</u>
452.073100.511500.90052	Personal Services	71,690	
452.073100.511501.90052	Personal Services - Administration		68,300
452.073100.542100.90052	Supplies		3,390

THE VOTE

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

February 20, 2008

TOWN OF RIVERHEAD

Adopted

AUTHORIZATION TO DISCARD FIXED ASSETS

RESOLUTION # 139

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

WHEREAS, broken equipment that has been salvaged for parts and is no longer usable; and

WHEREAS, after careful consideration the following departments have made recommendations to the Accounting Department that this equipment has no residual value and should be discarded. The Accounting Department hereby requests that the Town Board excess this property so that it may be removed from the records.

WHEREAS, unless the Sanitation Supervisor determines the item can be disposed of through the STOP Program.

NOW, THEREFORE BE IT RESOLVED that the Accounting Department is hereby authorized to discard the following items:

<u>Department</u>	<u>Tag #</u>	<u>Description</u>
St. Lighting	3619	Locker
St. Lighting	145	Beige Desk
St. Lighting	8078	Air Conditioner
St. Lighting	8085	Water Cooler
St. Lighting	8080	First Aid Kit
St. Lighting	7716	Air Conditioner
St. Lighting	3169	Tool Cabinet
St. Lighting	24405	Generator
St. Lighting	1288	Safe
Fire Marshal	24052	Chair

Information Tech 25908
Information Tech 27444
Information Tech 23035
Information Tech 26162
Accounting 10996
BID 23159

Mouse
Monitor
Dot Matrix Printer
KB
Table
Fax Machine

THE VOTE

Wooten Yes No

Buckley Yes No

Dunleavy Yes No

Blass Yes No

Cardinale Yes No

Tabled

February 20, 2008

TOWN OF RIVERHEAD

SCHEDULES WATER DISTRICT PERSONNEL

RESOLUTION # 140

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

WHEREAS, Article III, Section 1, c. states that the workweek for Water District Personnel may be varied at Town Board discretion; and

WHEREAS, to facilitate operations in the Water District, a change in the currently defined workweek is necessary.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby directs that effective February 24, 2008, the workweek schedule of the Plant Operators of the Riverhead Water District be changed pursuant to the attached schedule or until such time that necessity no longer dictates such a schedule, and

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to send notification of this Resolution to Mr. Matthew Hattorff, CSEA President, the Water District Superintendent, the Accounting Office, the Town Attorney and the Personnel Officer.

The Vote

Wootan ~~Yes~~ No

Buckley ~~Yes~~ No

Dunleavy ~~Yes~~ No

Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ___ WAS ___ WAS NOT

THEREFORE DULY ADOPTED

Tabled

MARCH 2008

Plant Operator Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2 PO9 - 7:00a-3:30p PO4 - 8:00a-4:30p	3 PO9 7:00a-3:30p PO3;PO4;PO5;PO8 8:00a-4:30p	4 PO7;PO9 7:00a-3:30p PO3;PO4;PO5;PO6; PO8 8:00a-4:30p	5 PO7;PO9 7:00a-3:30p PO3;PO4;PO5;PO6; PO8 8:00a-4:30p	6 PO7;PO9 7:00a-3:30p PO3;PO4;PO5;PO6; PO8 8:00a-4:30p	7 PO7 7:00a-3:30p PO3;PO5;PO6;PO7; PO8 8:00a-4:30p	8 PO7 - 7:00a-3:30p PO6 - 8:00a-4:30p
9 PO4 - 7:00a-3:30p PO9 - 8:00a-4:30p	10 PO4 7:00a-3:30p PO3;PO5;PO8;PO9 8:00a-4:30p	11 PO4;PO6 7:00a-3:30p PO3;PO5; PO7;PO8; PO9 8:00a-4:30p	12 PO4;PO6 7:00a-3:30p PO3;PO5; PO7;PO8; PO9 8:00a-4:30p	13 PO4;PO6 7:00a-3:30p PO3;PO5; PO7;PO8; PO9 8:00a-4:30p	14 PO6 7:00a-3:30p PO3;PO5;PO7;PO9 8:00a-4:30p	15 PO6 - 7:00a-3:30p PO7 - 8:00a-4:30p
16 PO9 - 7:00a-3:30p PO4 - 8:00a-4:30p	17 PO9 7:00a-3:30p PO3;PO4;PO5;PO8 8:00a-4:30p	18 PO7;PO9 7:00a-3:30p PO3;PO4;PO5;PO6; PO8 8:00a-4:30p	19 PO7;PO9 7:00a-3:30p PO3;PO4;PO5;PO6; PO8 8:00a-4:30p	20 PO7;PO9 7:00a-3:30p PO3;PO4;PO5;PO6; PO8 8:00a-4:30p	HOLIDAY 21 PO7 7:00a-3:30p PO3;PO5;PO6;PO7; PO8 8:00a-4:30p	22 PO7 - 7:00a-3:30p PO6 - 8:00a-4:30p
23 PO4 - 7:00a-3:30p PO9 - 8:00a-4:30p	24 PO4 7:00a-3:30p PO3;PO5;PO8;PO9 8:00a-4:30p	25 PO4;PO6 7:00a-3:30p PO3;PO5; PO7;PO8; PO9 8:00a-4:30p	26 PO4;PO6 7:00a-3:30p PO3;PO5; PO7;PO8; PO9 8:00a-4:30p	27 PO4;PO6 7:00a-3:30p PO3;PO5; PO7;PO8; PO9 8:00a-4:30p	28 PO6 7:00a-3:30p PO3;PO5;PO7;PO8 8:00a-4:30p	29 PO6 - 7:00a-3:30p PO7 - 8:00a-4:30p
30 PO9 - 7:00a-3:30p PO4 - 8:00a-4:30p	31 PO9 7:00a-3:30p PO3;PO4;PO5;PO8 8:00a-4:30p					PO3 - JL PO4 - JH PO5 - PB PO6 - AW PO7 - BG PO8 - JK PO9 - WR

WINTER SCHEDULE (Oct. - May):

Sat-Sun:

Mon-Fri:

APRIL 2008

Plant Operator Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
PO3 - JL PO4 - JH PO5 - PB PO6 - AW PO7 - BG PO8 - JK PO9 -		1 PO7;PO9 7:00a-3:30p PO3;PO4;PO5;PO6; PO8 8:00a-4:30p	2 PO7;PO9 7:00a-3:30p PO3;PO4;PO5;PO6; PO8 8:00a-4:30p	3 PO7;PO9 7:00a-3:30p PO3;PO4;PO5;PO6; PO8 8:00a-4:30p	4 PO7 7:00a-3:30p PO3;PO5;PO6;PO7; PO8 8:00a-4:30p	5 PO7 - 7:00a-3:30p PO6 - 8:00a-4:30p
6 PO3 - 7:00a-3:30p PO9 - 8:00a-4:30p	7 PO3 7:00a-3:30p PO4;PO5;PO6;PO9 8:00a-4:30p	8 PO3;PO5 7:00a-3:30p PO4;PO6;PO7;PO8; PO9 8:00a-4:30p	9 PO3;PO5 7:00a-3:30p PO4;PO6;PO7;PO8; PO9 8:00a-4:30p	10 PO3;PO5 7:00a-3:30p PO4;PO6;PO7;PO8; PO9 8:00a-4:30p	11 PO5 7:00A-3:30p PO4;PO6;PO7;PO8 8:00a-4:30p	12 PO5 - 7:00a-3:30p PO7 - 8:00a-4:30p
13 PO9 - 7:00a-3:30p PO3 - 8:00a-4:30p	14 PO9 7:00a-3:30p PO4;PO6;PO7;PO8 8:00a-3:30p	15 PO7;PO9 7:00a-3:30p PO3;PO4;PO5;PO6; PO8 8:00a-4:30p	16 PO7;PO9 7:00a-3:30p PO3;PO4;PO5;PO6; PO8 8:00a-4:30p	17 PO7;PO9 7:00a-3:30p PO3;PO4;PO5;PO6; PO8 8:00a-4:30p	18 PO7 7:00a-3:30p PO4;PO5;PO6;PO8 8:00a-4:30p	19 PO7 - 7:00a-3:30p PO5 - 8:00a-4:30p
20 PO3 - 7:00a-3:30p PO9 - 8:00a-4:30p	21 PO3 7:00a-3:30p PO4;PO5;PO6;PO9 8:00a-4:30p	22 PO3;PO5 7:00a-3:30p PO4;PO6;PO7;PO8; PO9 8:00a-4:30p	23 PO3;PO5 7:00a-3:30p PO4;PO6;PO7;PO8; PO9 8:00a-4:30p	24 PO3;PO5 7:00a-3:30p PO4;PO6;PO7;PO8; PO9 8:00a-4:30p	25 PO5 7:00A-3:30p PO4; PO6;PO7;PO8 8:00A-4:30p	26 PO5 - 7:00a-3:30p PO7 - 8:00a-4:30p
27 PO9 - 7:00a-3:30p PO3 - 8:00a-4:30p	28 PO9 7:00a-3:30p PO4;PO6;PO7;PO8 8:00a-3:30p	29 PO7;PO9 7:00a-3:30p PO3;PO4;PO5;PO6; PO8 8:00a-4:30p	30 PO7;PO9 7:00a-3:30p PO3;PO4;PO5;PO6; PO8 8:00a-4:30p	5/1 PO7;PO9 7:00a-3:30p PO3;PO4;PO5;PO6; PO8 8:00a-4:30p	5/2 PO7 7:00a-3:30p PO4;PO5;PO6;PO8 8:00a-4:30p	5/3 PO7 - 7:00a-3:30p PO5 - 8:00a-4:30p

WINTER SCHEDULE (Oct. - May):

Sat-Sun:

Mon-Fri:

February 20, 2008

Adopted

TOWN OF RIVERHEAD

RECLASSIFIES A RECREATION POSITION

RESOLUTION # 141

COUNCILMAN BUCKLEY offered the following resolution,
which was seconded by COUNCILMAN WOOTEN.

WHEREAS, the Town has received notification from the Suffolk County Department of Civil Service to reclassify the position of Doreen Jackson, a Recreation Leader in the Recreation Department, to that of an Assistant Recreation Leader.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby reclassifies Ms. Jackson's position to the position of Assistant Recreation Leader effective 2/21/2008 at no change in pay.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to send notification of this Resolution to Doreen Jackson, the Recreation Department, the Accounting Office and the Personnel Officer.

The Vote

Wooten Yes No	Buckley Yes No
Dunleavy Yes No	Blass Yes No
Cardinale Yes No	

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

February 20, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 142

APPOINTS A COMMUNITY DEVELOPMENT PROGRAM TECHNICIAN

COUNCILMAN WOOTEN offered the following resolution, which was seconded by COUNCILMAN DUNLEAVY

WHEREAS, a vacancy exists for the position of Community Development Program Technician; and

WHEREAS, the Suffolk County Department of Civil Service has certified a List of Eligibles, list #07-1585-185, for the title of Community Development Program Technician, the list was canvassed, and the position duly posted for, job posting #1; and

WHEREAS, the Suffolk County Department of Civil Service has granted authorization for a provisional appointment; and

WHEREAS, pursuant to a completed background check a recommendation has been received by the Community Development Administrator and the Personnel Officer.

NOW, THEREFORE, BE IT RESOLVED, that effective March 3, 2008 Lizabeth Plouff is hereby appointed provisionally to the title of Community Development Program Technician as found on Group 4, Step P of the Administrative Salary Schedule.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Lizabeth Plouff, the Community Development Administrator, the Accounting Office, and the Personnel Officer.

The Vote

Wooten ~~Yes~~ No

Buckley ~~Yes~~ No

Dunleavy ~~Yes~~ No

Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ~~X~~ WAS WAS NOT

THEREFORE DULY ADOPTED

02/20/08

Adopted

TOWN OF RIVERHEAD

Resolution # 143

MODIFIES TERMS AND CONDITIONS OF EMPLOYMENT
FOR DAWN C. THOMAS, TOWN ATTORNEY

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

BE IT RESOLVED, THAT the terms and conditions of employment of Dawn C. Thomas, Town Attorney ("the Employee") shall, effective January 1, 2008, be as follows:

TERM

1. These terms and conditions shall modify and supplement the terms and conditions of employment established pursuant to resolution 51 of 2006 adopted on January 17, 2006 and shall continue in full force and effect until subsequently altered by Town Board resolution.

2. The Town will pay the employee for longevity in an amount equal to 3% of the gross annual salary for each year of service following the ninth year of service, 4% for each year of service following the fourteenth year of service and 5% for each year of service following the nineteenth year of service.

3. The employee shall receive the following annual salary: 103,500.00 for 2008.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Dawn C. Thomas, Esq., Office of the Town Attorney and Accounting Department.

THE VOTE

Buckley	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Wooten	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Blass	<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

Adopted

February 20, 2008

TOWN OF RIVERHEAD

Resolution # 144

AUTHORIZES PAYMENT OF A STIPEND TO PARALEGAL ASSISTANT

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

WHEREAS, Laura Calamita is a Paralegal Assistant in the Town Attorney's office, and

WHEREAS, Laura Calamita has taken on the responsibilities of reviewing Covenants and Restrictions and the monitoring of bonds and other performance security for the Planning Department, and

WHEREAS it is appropriate to compensate Ms. Calamita for work done outside of her department;

NOW THEREFORE BE IT

RESOLVED, that effective the Town Board of the Town of Riverhead hereby grants Laura Calamita an annual stipend of \$2500.00 for the aforementioned work, be it further,

RESOLVED, that the Town Board and Laura Calamita agree to discontinue the flex time agreement previously entered into, and be it further

RESOLVED, that a copy of this resolution be delivered to the Town Clerk, Personnel, Accounting, Laura Calamita and Dawn C. Thomas, Esq.

THE VOTE

Buckley	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Wooten	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Dunleavy	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	Blass	<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

02/20/08

Adopted

TOWN OF RIVERHEAD

Resolution # 145

SETTING TERMS AND CONDITIONS OF EMPLOYMENT FOR ANNEMARIE PRUDENTI, DEPUTY TOWN ATTORNEY

COUNCILMAN BUCKLEY

offered the following resolution,

which was seconded by

COUNCILMAN WOOTEN

BE IT RESOLVED, THAT the terms and conditions of employment of Annemarie Prudenti, Deputy Town Attorney ("the Employee") shall, effective January 1, 2008, be as follows:

TERM

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.

HOURS OF WORK

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

2. The employee shall be entitled to the same paid holidays as are set forth in the 2004-2007 CSEA collective bargaining agreement,

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

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

(c) Personal leave must be approved by the Town Supervisor. The employee must request such leave at least forty eight (48) hours in advance unless

THE VOTE

Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT THEREFORE DULY ADOPTED

the personal leave is deemed to be an emergency of which he had no prior knowledge, in which case the employee must notify the Town Supervisor or designee of such absence. Failure to notify the Town Supervisor or designee of his absence will result in loss of pay for the day's absence.

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

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

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

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

VACATIONS

1. The employee shall be entitled to 20 working days of vacation (January 1 to December 31).

2. The employee, 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, the employee shall be compensated, in cash, for any accumulated vacation.

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

5. The employee, at his option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to

the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2002-2004 Superior Officers' Contract, Article IX, Section C, except buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of 10.5 hours per month, up to a total accumulated sick leave of 2100 hours. After 2100 hours, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination of the employee before his return to work.

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of his accumulated and unused sick leave to the extent of one hundred (100%) percent of the first 1960 hours thereof.

3. The employee may elect to reduce the sick time accrued under paragraph "1" (one) by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of 35 hours. No buy-outs shall be permitted unless, at the time of election, the employee has accumulated at least 70 hours. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work-year. If the employee "buys-out" sick leave, he shall be permitted to re-accumulated sick days to a maximum of 2100 hours.

4. If the employee 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.

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or 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 the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

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

3. Representation.

The employee shall have the right at all times to representation of his own choosing.

4. Limitations.

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

5. Withdrawn Grievances.

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

HEALTH INSURANCE

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

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

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

4. The Town will offer a Universal Life Insurance Policy, a disability insurance policy or participation in the New York State deferred compensation program. The employee may, at his option, choose the life insurance, the disability insurance, the deferred compensation program, any combination thereof or, have the Town contribute to an independent life insurance policy, disability insurance policy or deferred compensation program of the employee's choice. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by the employee via a payroll deduction. The cost will be adjusted yearly based on the Consumer Price Index for the 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.

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel, to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of his employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directions 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 the employee is otherwise eligible for coverage pursuant to the terms of those provisions.

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

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

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

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

6. Upon the employee's request to examine 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 the employee, but he shall have an opportunity to read said material and makes a written reply, which shall be inserted, in his personnel folder.

7. The Town will provide a college or post-graduate incentive program for courses approved by the Town Board. The Town will reimburse the employee the tuition cost on a grade-related basis. A grade of "A" will receive seventy-five (75%) percent of the tuition cost. A grade of "B" will receive fifty (50%) percent of the tuition cost. A grade of "C" will receive twenty-five (25%) percent of the tuition cost. Payment will only be made upon submission of voucher and proof of grade.

8. The Town will pay the cost of the employee's mandatory continuing legal education as required by the Office of Court Administration.

9. The Town will pay the employee for longevity in an amount equal to 3% of the gross annual salary for each year of service following the ninth year of service, 4% for each year of service following the fourteenth year of service and 5% for each year of service following the nineteenth year of service.

WAGES

The employee shall receive the following annual salary: \$92,500.00 for 2008.

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

THE VOTE

Buckley ___ yes ___ no Wooten ___ yes ___ no

Dunleavy ___ yes ___ no Blass ___ yes ___ no

Cardinale ___ yes ___ no

THE RESOLUTION ___ WAS ___ WAS NOT
THEREFORE DULY ADOPTED

02/20/08

Adopted

TOWN OF RIVERHEAD

Resolution # 146

SETTING TERMS AND CONDITIONS OF EMPLOYMENT FOR DANIEL P. McCORMICK, DEPUTY TOWN ATTORNEY

COUNCILMAN WOOTEN offered the following resolution,

which was seconded by COUNCILMAN DUNLEAVY

BE IT RESOLVED, THAT the terms and conditions of employment of Daniel P. McCormick, Deputy Town Attorney ("the Employee") shall, effective January 1, 2008, be as follows:

TERM

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.

HOURS OF WORK

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

2. The employee shall be entitled to the same paid holidays as are set forth in the 2004-2007 CSEA collective bargaining agreement,

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

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

(c) Personal leave must be approved by the Town Supervisor. The employee must request such leave at least forty eight (48) hours in advance unless

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS NOT ADOPTED

the personal leave is deemed to be an emergency of which he had no prior knowledge, in which case the employee must notify the Town Supervisor or designee of such absence. Failure to notify the Town Supervisor or designee of his absence will result in loss of pay for the day's absence.

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

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

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

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

VACATIONS

1. The employee shall be entitled to 20 working days of vacation (January 1 to December 31).

2. The employee, 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, the employee shall be compensated, in cash, for any accumulated vacation.

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

5. The employee, at his option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to

the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2002-2004 Superior Officers' Contract, Article IX, Section C, except buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of 10.5 hours per month, up to a total accumulated sick leave of 2100 hours. After 2100 hours, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination of the employee before his return to work.

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of his accumulated and unused sick leave to the extent of one hundred (100%) percent of the first 1960 hours thereof.

3. The employee may elect to reduce the sick time accrued under paragraph "1" (one) by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of 35 hours. No buy-outs shall be permitted unless, at the time of election, the employee has accumulated at least 70 hours. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work-year. If the employee "buys-out" sick leave, he shall be permitted to re-accumulated sick days to a maximum of 2100 hours.

4. If the employee 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.

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

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

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or 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 the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

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

3. Representation.

The employee shall have the right at all times to representation of his own choosing.

4. Limitations.

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

5. Withdrawn Grievances.

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

HEALTH INSURANCE

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

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

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

4. The Town will offer a Universal Life Insurance Policy, a disability insurance policy or participation in the New York State deferred compensation program. The employee may, at his option, choose the life insurance, the disability insurance, the deferred compensation program, any combination thereof or, have the Town contribute to an independent life insurance policy, disability insurance policy or deferred compensation program of the employee's choice. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by the employee via a payroll deduction. The cost will be adjusted yearly based on the Consumer Price Index for the 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.

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel, to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of his employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directions 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 the employee is otherwise eligible for coverage pursuant to the terms of those provisions.

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

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

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

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

6. Upon the employee's request to examine 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 the employee, but he shall have an opportunity to read said material and makes a written reply, which shall be inserted, in his personnel folder.

7. The Town will provide a college or post-graduate incentive program for courses approved by the Town Board. The Town will reimburse the employee the tuition cost on a grade-related basis. A grade of "A" will receive seventy-five (75%) percent of the tuition cost. A grade of "B" will receive fifty (50%) percent of the tuition cost. A grade of "C" will receive twenty-five (25%) percent of the tuition cost. Payment will only be made upon submission of voucher and proof of grade.

8. The Town will pay the cost of the employee's mandatory continuing legal education as required by the Office of Court Administration.

9. The Town will pay the employee for longevity in an amount equal to 3% of the gross annual salary for each year of service following the ninth year of service, 4% for each year of service following the fourteenth year of service and 5% for each year of service following the nineteenth year of service.

WAGES

The employee shall receive the following annual salary: \$87,000.00.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Daniel P. McCormick; Office of the Town Attorney and Accounting Department.

THE VOTE

Buckley ___ yes ___ no Wooten ___ yes ___ no
Dunleavy ___ yes ___ no Blass ___ yes ___ no
Cardinale ___ yes ___ no

THE RESOLUTION ___ WAS ___ WAS NOT
THEREFORE DULY ADOPTED

02/20/08

Adopted

TOWN OF RIVERHEAD

Resolution # 147

SETTING TERMS AND CONDITIONS OF EMPLOYMENT FOR HAROLD A. STEUERWALD, DEPUTY TOWN ATTORNEY

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

BE IT RESOLVED, THAT the terms and conditions of employment of Harold A. Steuerwald, Deputy Town Attorney ("the Employee") shall, effective January 1, 2008, be as follows:

TERM

1. These terms and conditions of employment shall continue in full force and effect until subsequently altered by Town Board resolution.

HOURS OF WORK

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

2. The employee shall be entitled to the same paid holidays as are set forth in the 2004-2007 CSEA collective bargaining agreement,

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

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

(c) Personal leave must be approved by the Town Supervisor. The employee must request such leave at least forty eight (48) hours in advance unless

THE VOTE Buckley yes no Wooten yes no Dunleavy yes no Blass yes no Cardinale yes no THE RESOLUTION WAS NOT THEREFORE DULY ADOPTED

the personal leave is deemed to be an emergency of which he had no prior knowledge, in which case the employee must notify the Town Supervisor or designee of such absence. Failure to notify the Town Supervisor or designee of his absence will result in loss of pay for the day's absence.

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

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

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

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

VACATIONS

1. The employee shall be entitled to 20 working days of vacation (January 1 to December 31).

2. The employee, 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, the employee shall be compensated, in cash, for any accumulated vacation.

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

5. The employee, at his option, shall be entitled to make an election to work the current year's allotted vacation time. The employee must provide written notification to the Supervisor of the exercising of this option not fewer than thirty (30) days prior to

the date of which payment is requested. The Supervisor is to acknowledge receipt of this notification to the payroll personnel prior to payment. Payment is to be processed during the next overtime run. Payment will be the same method as outlined in the 2002-2004 Superior Officers' Contract, Article IX, Section C, except buyback shall be in blocks of three days per month.

SICK LEAVE

1. Sick leave is absence necessitated by the employee's illness or other physical disability. Sick leave will be accumulated at the rate of 10.5 hours per month, up to a total accumulated sick leave of 2100 hours. After 2100 hours, additional paid sick leave may be granted in the sole discretion of the Town Board. In order to receive sick leave, the employee shall, when absent because of sickness for more than three (3) days, furnish the Supervisor, when requested, with a medical certificate. Failure to furnish a medical certificate will result in loss of pay for absent days. The Town Board, in its discretion, may request a physical examination of the employee before his return to work.

2. The employee, or legal representative, upon retirement or severance, is entitled to cash payment for accumulated sick leave. Said payment shall be paid in a lump sum the value of his accumulated and unused sick leave to the extent of one hundred (100%) percent of the first 1960 hours thereof.

3. The employee may elect to reduce the sick time accrued under paragraph "1" (one) by filing a written election with the Supervisor one (1) month prior to payment. Buy-out shall be in lots of 35 hours. No buy-outs shall be permitted unless, at the time of election, the employee has accumulated at least 70 hours. The rate of pay shall be calculated at the time of payment based on a two hundred sixty (260) day work-year. If the employee "buys-out" sick leave, he shall be permitted to re-accumulated sick days to a maximum of 2100 hours.

4. If the employee 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.

GRIEVANCE PROCEDURE

1. Consideration of Grievance.

A grievance by the employee shall be made, in writing, to the Town Board. Upon receipt of the grievance, the Town Board may request the employee to submit any agreed statement of facts or 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 the employee. The decision of the Town Board shall be final and all parties bound thereby.

2. Time of Hearings.

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

3. Representation.

The employee shall have the right at all times to representation of his own choosing.

4. Limitations.

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

5. Withdrawn Grievances.

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

HEALTH INSURANCE

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

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

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

4. The Town will offer a Universal Life Insurance Policy, a disability insurance policy or participation in the New York State deferred compensation program. The employee may, at his option, choose the life insurance, the disability insurance, the deferred compensation program, any combination thereof or, have the Town contribute to an independent life insurance policy, disability insurance policy or deferred compensation program of the employee's choice. The cost of these policies to the Town may not exceed \$2,500.00. Any additional cost may be supplemented by the employee via a payroll deduction. The cost will be adjusted yearly based on the Consumer Price Index for the 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.

GENERAL PROVISIONS

1. The Town agrees to provide legal counsel, to defend the employee in any action arising out of an assault on the employee on Town business, and the Town hereby agrees to defend, indemnify, and hold the employee harmless for any and all acts performed for the Town, its agents and employees, provided the employee was acting within the scope of his employment. In the event that the employee is appointed, authorized or directed by the Town or one of its agencies to represent it as a member of the board of directions 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 the employee is otherwise eligible for coverage pursuant to the terms of those provisions.

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

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

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

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

6. Upon the employee's request to examine 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 the employee, but he shall have an opportunity to read said material and makes a written reply, which shall be inserted, in his personnel folder.

7. The Town will provide a college or post-graduate incentive program for courses approved by the Town Board. The Town will reimburse the employee the tuition cost on a grade-related basis. A grade of "A" will receive seventy-five (75%) percent of the tuition cost. A grade of "B" will receive fifty (50%) percent of the tuition cost. A grade of "C" will receive twenty-five (25%) percent of the tuition cost. Payment will only be made upon submission of voucher and proof of grade.

8. The Town will pay the cost of the employee's mandatory continuing legal education as required by the Office of Court Administration.

9. The Town will pay the employee for longevity in an amount equal to 3% of the gross annual salary for each year of service following the ninth year of service, 4% for each year of service following the fourteenth year of service and 5% for each year of service following the nineteenth year of service.

WAGES

The employee shall receive the following annual salary: \$95,000.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Harold A. Steuerwald; Office of the Town Attorney and Accounting Department.

THE VOTE

Buckley ___ yes ___ no Wooten ___ yes ___ no
Dunleavy ___ yes ___ no Blass ___ yes ___ no
Cardinale ___ yes ___ no

THE RESOLUTION ___ WAS ___ WAS NOT
THEREFORE DULY ADOPTED

February 20, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 148

APPOINTS AUTOMOTIVE EQUIPMENT OPERATOR IN THE HIGHWAY DEPARTMENT

COUNCILWOMAN BLASS

offered the following

resolution, which was seconded by

COUNCILMAN BUCKLEY

WHEREAS, vacancies exist in the Highway Department for Automotive Equipment Operators; and

WHEREAS, these positions were duly posted, posting #34, advertised, interviews were conducted; and

WHEREAS, pursuant to a completed background investigation, the recommendations of the Superintendent of Highway, the Deputy Superintendent of Highway, and the Personnel Officer have been received.

NOW, THEREFORE, BE IT RESOLVED, that effective March 3, 2008 Elrod Coach is hereby appointed to the position of Automotive Equipment Operator as found on Group 6, Step P of the Operational and Technical Salary Administration Schedule.

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

The Vote

Wooten ~~Yes~~ No

Buckley ~~Yes~~ No

Dunleavy ~~Yes~~ No

Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ~~X~~ WAS ___ WAS NOT

THEREFORE DULY ADOPTED

February 20, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 149

**APPOINTS AUTOMOTIVE EQUIPMENT OPERATORS IN THE
HIGHWAY DEPARTMENT**

COUNCILMAN BUCKLEY

_____ offered the following

resolution, which was seconded by _____

COUNCILMAN WOOTEN

WHEREAS, vacancies exist in the Highway Department for Automotive Equipment Operators; and

WHEREAS, these positions were duly posted, posting #34, advertised, interviews were conducted; and

WHEREAS, pursuant to completed background investigations, the recommendations of the Superintendent of Highway, the Deputy Superintendent of Highway, and the Personnel Officer have been received.

NOW, THEREFORE, BE IT RESOLVED, that effective February 25, 2008 Zebedee Williams and Joseph Moreno are hereby appointed to the positions of Automotive Equipment Operator as found on Group 6, Step P of the Operational and Technical Salary Administration Schedule.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Zebedee Williams, Joseph Moreno, the Highway Department, the Accounting Office, and the Personnel Officer.

The Vote

Wooten ~~Yes~~ No

Buckley ~~Yes~~ No

Dunleavy ~~Yes~~ No

Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ~~X~~ WAS _____ WAS NOT

THEREFORE DULY ADOPTED

Adopted

TOWN OF RIVERHEAD

Resolution # 150

APPOINTS MEMBERS TO THE RIVERHEAD FARMLAND PRESERVATION COMMITTEE

COUNCILMAN WOOTEN offered the following resolution, which was seconded by

COUNCILMAN DUNLEAVY :

WHEREAS, the Riverhead Town Board adopted Local Law 14-1997 designated to preserve prime agricultural land and maintenance of a viable agricultural industry in the Town of Riverhead of the Town; and

WHEREAS, such local law provided for the creation of a Farmland Preservation Committee, its composition and its authority; and

WHEREAS, such local law empowers the Town Board to appoint members of the Farmland Preservation Committee; and

WHEREAS, the Town Board desires to appoint two members to the Committee,

NOW, THEREFORE, BE IT RESOLVED that the Riverhead Town Board hereby appoints the following individuals to the Farmland Preservation Committee with their respective terms for the calendar years 2008 and 2009:

- | | |
|---------------------|---------------------------------------|
| Mr. George Bartunek | 2 years (Community Member) |
| Mr. Jeff Rottkamp | 2 years (Agricultural Representative) |

and be it further

RESOLVED that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to members of the Riverhead Farmland Preservation Committee; Mr. George Bartunek, 21 Silver Beech Lane, Calverton, New York 11933; Mr. Jeff Rottkamp, 2331 Sound Avenue, Calverton, New York 11933; the Riverhead Planning Department; the Office of the Town Attorney and the Accounting Office.

WOOTEN YES NO BUCKLEY YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

February 20, 2008

TOWN OF RIVERHEAD

Adopted

Resolution # 152

APPOINTS A JUSTICE COURT CLERK TO THE JUSTICE COURT

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

WHEREAS, a vacancy exists in the Justice Court for a Justice Court Clerk, and

WHEREAS, Suffolk County Department of Civil Service has certified a List of Eligibles, list #07DC438, for the title of Justice Court Clerk, and the list was canvassed, and

WHEREAS, the position was also duly posted, posting #2, and all eligible applicants were interviewed, and

WHEREAS, pursuant to a completed background investigation, the Judges and the Personnel Officer has made a recommendation of a qualified candidate.

NOW, THEREFORE, BE IT RESOLVED, that Brenda Sickler is hereby appointed to the position of Justice Court Clerk effective February 25, 2008, as found on Group 11 Step P of the Clerical and Supervisory Salary Schedule.

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Brenda Sickler, the Justice Court, the Accounting Department and the Personnel Officer.

The Vote

Wooten ~~Yes~~ No

Buckley ~~Yes~~ No

Dunleavy ~~Yes~~ No

Blass ~~Yes~~ No

Cardinale ~~Yes~~ No

THE RESOLUTION ~~X~~ WAS WAS NOT

THEREFORE DULY ADOPTED

February 20, 2008

Adopted

TOWN OF RIVERHEAD

ACCEPTS RESIGNATION OF A SCHOOL CROSSING GUARD

RESOLUTION # 153

Councilman Buckley offered the following resolution,
which was seconded by Councilman Wooten.

WHEREAS, the Town has received a letter from Robert Smith, a School Crossing Guard in the Police Department, indicating his intent to resign effective December 6, 2007.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Robert Smith effective December 6, 2007.

BE IT FURTHER, RESOLVED, that the Town Clerk be, and is hereby, directed to send notification of this Resolution to Robert Smith, the Police Department, the Accounting Office and the Personnel Officer.

The Vote

Wooten Yes No	Buckley Yes No
Dunleavy Yes No	Blass Yes No
Cardinale Yes No	

THE RESOLUTION ~~X~~ WAS WAS NOT

THEREFORE DULY ADOPTED

2 / 20 / 08

Adopted

TOWN OF RIVERHEAD

Resolution # 154

REAPPOINTS MEMBER TO THE BOARD OF ASSESSMENT REVIEW

COUNCILMAN WOOTEN offered the following resolution, which was seconded by COUNCILMAN DUNLEAVY :

WHEREAS, the term of Board of Assessment Review member Marjorie Acevedo is to expire on September 30, 2008, and

WHEREAS, Marjorie Acevedo has expressed a desire to continue to serve on said Board.

NOW, THEREFORE, BE IT RESOLVED, that Marjorie Acevedo is hereby reappointed to the Board of Assessment Review, whose term shall be October 1, 2008 through September 30, 2013, in accordance with Section 523 of the Real Property Tax Law, at the annual salary established under Town resolution #2000-525, and,

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Marjorie Acevedo, the Assessor's Office, Suffolk Co. Real Property Tax Service Agency, the Personnel Office, and the Accounting Department.

THE VOTE

Blass <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dunleavy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Buckley <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Wooten <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cardinale <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The Resolution Was Was Not
Thereupon Duly Declared Adopted

Adopted

TOWN OF RIVERHEAD

Resolution # 155

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH NORMAN OSIT (CHARTER FISHING BOAT)

COUNCILMAN DUNLEAVY offered the following resolution, which was seconded by

COUNCILWOMAN BLASS

WHEREAS, the Town recognizes the importance of promoting recreational and responsible use of our riverfront and estuarine resources; and

WHEREAS, the Town has determined that the presence of the fishing charter vessel owned by Norman Osit at the Town dock is a positive addition to the riverfront in downtown Riverhead; and

WHEREAS, Norman Osit seeks permission to keep his 46 foot charter fishing vessel at the Town's riverfront dock located adjacent to the Town's parking area at a location determined by the Town Engineer,

NOW, THEREFORE, BE IT RESOLVED that the Supervisor is hereby authorized to execute the attached License Agreement with Norman Osit to operate a fishing charter, for a term beginning April 1, 2008 and ending December 31, 2008, and included therein an agreement for dockage fees retroactive to January, 2008 through March, 2008, and be it further

RESOLVED that the Town Clerk is hereby directed to forward a certified copy of this resolution to Norman Osit, 76 Moriches Road, Lake Grove, New York 11755; James Divan, Riverhead Town Bay Constable; Department of Buildings and Grounds; the Office of Accounting and the Office of the Town Attorney.

WOOTEN	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO	BUCKLEY	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
DUNLEAVY	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO	BLASS	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
CARDINALE	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO					

THIS RESOLUTION IS IS NOT DECLARED DULY ADOPTED

LICENSE

License ("License"), made as of the day of February, 2008, by and between the Town of Riverhead, ("Licensor") having an address at 200 Howell Avenue, Riverhead, New York, 11901 and Norman Osit, ("Licensee"), having an address at 76 Moriches Road, Lake Grove, New York, 11755-2210.

WITNESSETH

WHEREAS, Norman Osit wishes to utilize the Town of Riverhead's dock located on the Peconic River behind the East End Arts Council property and adjacent to the Town's parking area ("The Licensed Premises") to keep its 46 foot charter fishing boat; and

WHEREAS, the Town of Riverhead wishes to grant the Licensee the right to conduct the aforementioned activity;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves and their successors, hereby agree as follows:

1. Licensing: Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use the Licensed Premises.

2. Term of the License. The term of this License (the "term") to operate a fishing charger at the Town of Riverhead dock shall commence on April 1, 2008 and shall end on December 31, 2008. Licensee shall

agree to pay a monthly dockage fee retroactive to January, 2008 through February, 2008.

3. Condition of the License Premises. Licensee is familiar with the licensed premises, has examined same, and, except as explicitly hereinafter provided, Licensee agrees to accept the licensed premises in its "as is" condition without any representations or warranties.

4. Obligations of Licensor: Norman Osit represents that his vessel meets all conditions required by the United States Coast Guard and that he maintains and keeps current all necessary licenses for the operation of his vessel as a charter fishing vessel. Upon request Licensee shall provide to the Town proof of the representations set forth herein. It is understood and agreed that this vessel shall be utilized for sport fishing and that occupancy/habitation of said vessel, other than sport fishing, shall not be permitted.

5. Insurance and Indemnification: Licensee will be responsible for providing comprehensive general liability insurance in the amount of not less than \$2,000,000 with a company or companies reasonably satisfactory to the Licensor from January 1, 2008 through December 31, 2008. Licensee will provide certificates of the foregoing insurance, showing the Town of Riverhead as "Additional Insured" to the extent of their interest. Finally, Licensee agrees to indemnify and hold the Town of Riverhead and their respective officers, employees, agents, representatives and officials harmless from any and all loss or liability

associated with its use of the property and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by licensee and its employees, agents, representatives and concessionaires of the Property, excepting liability solely caused by the gross negligence of the Town or its employees, agents or representatives. Without limiting the generality of the foregoing, Licensee agrees to indemnify and hold the Town of Riverhead harmless from any lien claimed or asserted for labor, materials or services furnished to Licensee in connection with the use of the property. With respect to any suit or claim by the Town, whether under this indemnification provision or otherwise, Licensee, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by the Town of Riverhead securing compliance with the provision of this indemnification agreement. Licensee will work with the Town of Riverhead to ensure adequate coverage of all property and liability with all concerned entities being named as "additional insured".

6. License Fee and Dockage Fee. In exchange for the License set forth above for the use of the Property in connection with this Agreement, Licensee shall pay the Town of Riverhead the sum of Three Thousand Five Hundred Dollars (\$3,500.00), which shall include electric. All sums payable by Licensee to the Town of Riverhead under this

Agreement shall be paid upon his execution of this Agreement. Additionally, Licensee shall pay to the Town of Riverhead the sum of Fifty Dollars (\$50.00) per month for the months of January, 2008 through March, 2008.

6. Use of License Premises. Licensee agrees to utilize the licensed premises only as dock space to keep its boat. Passengers of said fishing charter vessel shall utilize the Town's parking area and dock for the purposes of egress and ingress (loading upon and unloading from the vessel). Licensee understands that the licensed premises is municipal park property and that, as such, it must keep the premises free of debris. Licensee agrees that no fish will be cleaned on the municipal dock or on other municipal property. Further, licensee agrees to dispose of fish carcasses, bait and as well as other fishing waste in bags and that such bags will be removed from the premises daily by the licensees. In addition, no such waste shall be deposited in or around the Peconic River or in the water surrounding the licensed dock.

7. Repair, Maintenance and Inventory of License Premises.

a) Licensee agrees to maintain the licensed area free of trash, debris and to return the premises back to its original condition following completion of the license term.

b) The Licensee shall not be permitted to alter the licensed premises without the prior permission of the Licensor.

8. Assignment. Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this license, the license premises, in whole or in part, or permit Licensee's interest to be vested in any other party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time, or in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

9. Indemnity: Licensee shall indemnify and hold the Licensor harmless from and against any and all claims, actions, liabilities, losses (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorney fees and expenses), arising from or in connection with the use of the licensed premises.

10. Notices: Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor at 200 Howell Avenue, Riverhead, New York. If such notice is directed to the Licensee, it shall be addressed to 206 Lincoln Street, P.O. Box 1308, Riverhead, New York 11901.

11. Miscellaneous: Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof

are merged within this agreement, which alone, fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This license may not be changed or terminated orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

12. Cross Default: To the extent that the Licensor and Licensee are parties to related agreements, any default under the related agreements shall be deemed to be a default under this License, and any default under this license shall be deemed a default under such similar agreements.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

TOWN OF RIVERHEAD

By: _____
Philip J. Cardinale, Supervisor

By: _____
Norman Osit

February 20, 2008

Adopted

TOWN OF RIVERHEAD

Resolution # 156

DECREASE OF FEES FOR EAST CREEK DOCK FOR THE 2008 SEASON

COUNCILWOMAN BLASS offered the following resolution, was seconded

by COUNCILMAN BUCKLEY :

WHEREAS, the Town Board adopted Resolution No. 79 on January 15, 2008, authorizing the Town Clerk to Post and Publish a Notice to Bidders for improvements to the East Creek Marina; and

WEHREAS, the construction of said improvements to the East Creek Marina will take place during the 2008 season; and

WHEREAS, Riverhead Town Code Section A113-2 authorizes the Town Board to establish fees for seasonal docking at docking facilities within the Town of Riverhead; and

WHEREAS, the Town Board, by Resolution #48 adopted on January 17, 2007, established a seasonal fee per foot for docking at the East Creek Marina of \$60.00 per foot; and

WHEREAS, in light of the forthcoming construction of improvements to the East Creek Marina, the Town Board has determined that it is in the public interest to decrease said docking fee to \$55.00 per foot for the 2008 season only,

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby decreases the seasonal docking fee per foot for docking at the East Creek Marina to \$55.00 per foot for the 2008 season, and

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

WOOTEN YES NO BUCKLEY YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO
THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

Adopted

TOWN OF RIVERHEAD

Resolution # 157

**ADOPTS A LOCAL LAW AMENDING
CHAPTER 108 ENTITLED "ZONING" OF THE RIVERHEAD TOWN CODE
(Article VII – Accessory Apartments)**

Councilman Buckley offered the following resolution, was seconded by

Councilman Wooten:

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 108 entitled "Zoning", Article VII entitled "Accessory Apartments" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the on the 6th day of February, 2008 at 2:15 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all person wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 108 "Zoning", Article VII entitled "Accessory Apartments" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached notice of adoption once in the News Review, the official newspaper, and to post same on the signboard at Town Hall; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the members of the Riverhead Town Board, Planning Department, Building Department; Investigations Unit and the Office of the Town Attorney.

WOOTEN YES ___ NO BUCKLEY YES ___ NO

DUNLEAVY YES ___ NO BLASS YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending Chapter 108 "Zoning", Article VII entitled "Accessory Apartments" of the Riverhead Town Code at its regular meeting held on February 6, 2008. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Article VII
Accessory Apartments

§108-34. Purpose

It is the intent and purpose of this article to allow accessory apartments within the Residence A-40 (RA-40), Residence B-40 (RB-40), Residence A-80 (RA-80), Residence B-80 (RB-80) and Agricultural Protection Zoning (APZ) Use Districts to provide the opportunity for the development of small rental housing units designed to meet the housing needs of median income families, both young and old, and relatives of families residing in the Town of Riverhead and to implement the housing elements and goals of the Town of Riverhead Comprehensive Plan (Town of Riverhead Planning Board Et. Al, 2003) by allowing accessory apartments in designated zoning districts. It is also the intent of this article to increase compliance with building and fire code, property maintenance, preserve property values and the health, safety and welfare of the community.

A. Findings.

The Town Board finds that there exist many benefits associated with the creation of accessory apartments on residential lots with existing detached single family dwellings, including providing a cost-effective means of accommodating necessary residential development by making better use of existing infrastructure and reducing the need to provide new infrastructure; increasing the supply of workforce housing without increased government subsidies and regulations; benefiting older homeowners, single parents, young home buyers and the disabled; integrating workforce housing more uniformly in the community; providing homeowners with revenue to meet rising homeownership costs, and by meeting growth management goals by creating more housing opportunities within existing developed neighborhoods.

B. Standards

- (1) Owner occupancy required. The owners of the real property upon which the accessory apartment is located shall reside within either the principal dwelling unit or the accessory apartment unit. A property owner shall own only one accessory apartment within the Town of Riverhead and only one accessory apartment per Suffolk County Tax Lot shall be permitted. Accessory apartments shall not be permitted within an existing two-family or multi-family dwelling.
- (2) Location on a lot. An accessory apartment may be located within the principal single family dwelling or within an accessory building.

- (3) Single Family Dwelling Living Area. The principal single family dwelling must meet the living area dimension requirements for the applicable zoning district as set forth in Chapter 108 or in the alternative, the principal single family dwelling must have a valid certificate of occupancy for a pre-existing non-conforming dwelling.
- (4) Accessory apartment size. The minimum habitable area for an accessory apartment shall be 300 square feet and a maximum of 650 square feet and shall not exceed forty percent (40%) of the habitable area of the principal dwelling of which the apartment is accessory. In no event may there be more than one (1) bedroom per accessory apartment.
- (5) Exterior appearance. The entry to an accessory apartment located within the principal dwelling shall be designed such that the appearance of the dwelling, to the degree reasonably feasible, remain as a single family dwelling.
- (6) Off-Street Parking. In addition to off-street parking requirements for single family dwellings set forth in Chapter 108 "Parking Schedule", there shall be located a minimum of two (2) 9' x 18' off-street parking stalls for an accessory apartment unit. The parking areas and driveways shall be paved with asphalt, concrete, bluestone or such other similar surfaces.
- (7) The principal structure, as well as the accessory apartment, must comply with all requirements of this article and all applicable provisions of the Town Code of the Town of Riverhead, Suffolk County Department of Health Services, New York State Uniform Fire Prevention and Building Code, and any and all such other agencies having jurisdiction.
- (8) Inspection. The Building Department Administrator for the Town of Riverhead Building Department or his designated representative is authorized to make or cause to be made inspections, upon reasonable notice, to determine the condition of the dwellings and compliance with the provisions of this article to safeguard the health, safety, and welfare of the public. A renewal application or transfer application shall be subject to identical inspection criteria as set forth above.
- (9) Duration. All permits issued hereunder shall be valid for an initial period of three (3) years and shall be renewable for successive periods of up to five (5) years at the discretion of the Accessory Apartment Board.
- (10) New Construction. No permit shall be issued for an accessory apartment within any structure until a period of three (3) years has elapsed from the date of issuance of the relevant certificate of occupancy. Nothing contained in this subsection shall be construed to prohibit the construction of an addition to a principal building.
- (11) Amnesty. For the detached single family dwellings that illegally have an accessory apartment, the owner shall have one year from the enactment of this article to make application, without penalty as set forth in Chapter 52-18, for an accessory apartment and as set forth in 108-35(6) of this article, the applicant/owner shall have 90 days of issuance of the building permit to comply with all requirements of this article, including but not limited to, review and approval by the Accessory Apartment Review Board, and all applicable provisions of the Town Code of the Town of Riverhead, Suffolk County Department of Health Services, New York State Uniform Fire Prevention and Building Code, and any and all such other agencies having jurisdiction.

§108-35. Applications.

- (1) There shall be submitted to Building Department the following:

- (a) An application to the Building Department for pre-approval of occupancy and use, together with plans by a licensed design professional and any such other plans, documents or surveys required by the Building Department;
 - (b) An application to the Building Department for all necessary building permits;
 - (c) An application to the Accessory Apartment Review Board for an accessory apartment permit.
- (2) The Applicant shall make part of any application for pre-approval of occupancy and use and building permit, an approval of the Suffolk County Department of Health Services, if required.
 - (3) The Accessory Apartment Review Board as part of its application, may require the applicant to submit supporting documents including but not limited to floor plans, surveys, photographs, and/or exterior renderings.
 - (4) The application for the transfer of an accessory apartment permit to a subsequent property owner shall be completed on such forms and in such a manner as prescribed by the Accessory Apartment Review Board.
 - (5) The application must be supplied by the owners of the property and the applicant shall be required to file an acknowledgment with the Town of Riverhead stating that the accessory apartment permit or any extensions thereof shall terminate upon the death of the signator or the survivor of the signator, upon the transfer of title to said premises, upon the signator no longer occupying the premises as their principal residence or upon a conviction for a violation of this article.
 - (6) The applicant will be required to file a form stating that the subject dwelling(s) shall conform with all with all requirements of this article, all applicable provisions of the Town Code of the Town of Riverhead, Suffolk County Department of Health Services, New York State Uniform Fire Prevention and Building Code. The applicant will be required to meet pertaining standards within 90 days of the building permit or the accessory apartment permit will become null and void.

§108-36. Fees.

- (1) The fee for an accessory apartment permit for the initial three year period shall be \$500.00. The renewal fee for the subsequent five year periods shall be \$250.00.
- (2) Upon failure to obtain a certificate of occupancy within the total allotted time, the first re-application fee will be \$300. For a second failure to obtain the certificate of occupancy in the allotted time, the second re-application fee will be \$500. For any and all subsequent re-applications, the fee will be \$500.00.
- (3) The fee for the transfer of an unexpired term of an accessory apartment permit shall be \$50.00.

§108-37. Accessory Apartment Review Board.

- (1) The Accessory Apartment Review Board shall consist of three members appointed by the Town Board, all of whom shall be residents of the Town of Riverhead and one of whom shall be designated Chairman. The Town Board may provide for compensation to be paid to said members and provide for such other expenses as may be necessary and proper. Of the members of the Board first appointed, one shall hold office for the term of one year,

- one for the term of two years and one for the term of three years; provided, however, that the Town Board may, by resolution, increase the number of members of the Accessory Apartment Review Board to five members and provide for their compensation, and thereafter such additional members shall be appointed for terms of one year and three years respectively. Their successors shall be appointed for the term of three years from and after the expiration of the terms of their predecessors in office
- (2) The Accessory Apartment Review Board shall hear and decide applications for accessory apartments pursuant to the standards enumerated in section 108-34(B) of this article.
- (3) The Accessory Apartment Review Board shall adopt rules necessary to the conduct of its affairs in keeping with the provisions of this article. Meetings shall be held at the call of the Chairman and at such other times as the Board may determine. The Board shall keep minutes of its proceedings and records of its examinations and other official actions, all of which shall be a public record.
- (4) All applications made to the Board shall be in writing, on forms prescribed by the Board. The Accessory Apartment Review Board shall fix a reasonable time for the hearing of the application and give public notice thereof, as well as due notice to the applicant. The applicant shall mail notice of the hearing by either certified or registered mail, return receipt requested, to every property owner, as shown on the current Riverhead assessment rolls, owning property immediately adjacent and contiguous to that of the applicant. For purposes of this section, property separated from that of the application by a public road or right-of-way shall be deemed contiguous.
- (5) The following shall be submitted with such application:
- (a) A copy of the notice sent to property owners.
 - (b) A list, in duplicate, containing the names and addresses of the owners to whom notices were sent
 - (c) Return receipts.
 - (d) An affidavit of mailing of the aforesaid notices.
 - (e) A valid certificate of occupancy issued at least three years prior to the date of application.
Proof of ownership.
Proof of residency
Personal Identification
Three surveys giving the exact description and location of property with all existing and proposed structures and setback from all property lines.
- (6) Revocation. The Accessory Apartment Review Board shall retain the right to revoke any accessory apartment permit issued hereunder should the applicant or applicant's tenant violate any provision of this article, any condition imposed upon the issuance of the accessory apartment permit, or violation of the provisions of the Town Code of the Town of Riverhead. Said revocation shall be after a hearing held on notice to the applicant and, if known, the tenant. As an alternative to revocation, the Accessory Apartment Review Board may continue the permit on a probationary basis, and in such event, it may revoke the permit without further notice to the applicant or tenant upon a violation of any conditions attached to the probationary permit.
- (7) Lapse of accessory apartment permit. Every application for accessory apartment permit granted by the Accessory Apartment Review Board shall be and become null and void and of no further force and effect unless the applicant obtains a building and zoning permit for work to be done and/or change of use no later than 30 days after approval is granted by the Accessory Apartment Review Board.

- (8) No person shall create or occupy an accessory apartment without obtaining an accessory apartment permit from the Accessory Apartment Review Board and a certificate of occupancy for said use from the Building Department.
- (9) The article shall sunset upon the issuance of the two hundred fifth (250th) accessory apartment permit, excluding accessory apartment permits issued to applicants seeking to legalize a pre-existing accessory apartment under the amnesty provision set forth in 108-34(B)(11). The Town Board may, by resolution, extend the sunset provision up to the five hundredth (500th) accessory apartment permit and/or impose saturation limits within a specified geographical radius or zoning district.

108-38 Appeals

All appeals from the determination of the Accessory Apartment Review Board or from any administrative determination regarding interpretation of any provision of this article shall solely be by an Article 78 proceeding. This shall be the exclusive remedy of any aggrieved party.

108-39 Penalties

All applicable penalty provisions set forth in Chapter 52 and such other pertinent provisions of the Code of the Town of Riverhead shall apply to any violation(s) of this Chapter.

- Underline represents addition(s)

Dated: Riverhead, New York
February 20, 2008

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

BARBARA GRATTAN, Town Clerk

- Underline represents addition(s)

Adopted

TOWN OF RIVERHEAD

Resolution # 158

**ADOPTS A LOCAL LAW AMENDING CHAPTER 101 ENTITLED
"VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE
(Section 101-7 entitled "Turns")**

COUNCILMAN WOOTEN offered the following resolution, was seconded by

COUNCILMAN DUNLEAVY :

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 101 entitled "Vehicles & Traffic" §101-7 entitled "Turns" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the on the 6th day of February, 2008 at 2:05 o'clock p.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all person wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 101 "Vehicles & Traffic", Section 1018-7 entitled "Turns" of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached notice of adoption once in the News Review, the official newspaper, and to post same on the signboard at Town Hall; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the members of the Riverhead Town Board, Highway Department, Director of Personnel, Office of the Town Attorney and the Town Clerk.

WOOTEN YES NO BUCKLEY YES NO

DUNLEAVY YES NO BLASS YES NO

CARDINALE YES NO

THIS RESOLUTION IS IS NOT
DECLARED DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 "Vehicles & Traffic", §101-7 entitled "Turns" of the Riverhead Town Code at its regular meeting held on February 20, 2008. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

§ 101-7. Turns.

~~The following turns in the designated areas are hereby defined:~~

A. Pursuant to the authority granted by §1660 of the New York State Vehicle and Traffic Law, the areas designated below restrict turns such that only right turns shall be permitted at said location and a sign "right turn only" shall be posted at the location.

Sign	Location
Right turn only	West off roadway leading from Roanoke Shopping Plaza to County Road 58
Right turn only	North off roadway leading from Pizza Hut to Roanoke Avenue
Right turn only	East off roadway leading from Radio Shack and Dunkin Donuts/Baskin Robbins to County Road No. 58
Right turn only	West off roadway leading from 7-11 to County Road No. 58
Right turn only	East off roadway leading from Jiffy Lube to County Road No. 58
Right turn only	East off roadway leading from gas station to Route 25 at the intersection of South Jamesport Avenue and Main Road, Jamesport

B. Pursuant to the authority granted by §1660 of the New York State Vehicle and Traffic Law, the areas designated below restrict turns such that a right turn on red is prohibited at said location and a sign "no turn on red" shall be posted at the location:

Sign	Location
<u>No turn on red</u>	<u>Harrison Avenue south bound at Osborne Avenue;</u>

No turn on red Osborne Avenue north and south bound at Pulaski Street
No turn on red Pulaski Street east and west bound at Osborne Avenue
No turn on red Griffing Avenue at Pulaski Street north bound
No turn on red Pulaski Street at Griffing Avenue west bound
No turn on red Pulaski Street at North Griffing Avenue east bound
No turn on red North Griffing Avenue at Pulaski Street south bound

- Underline represents addition(s)

Dated: Riverhead, New York
 February 20, 2008

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

TOWN OF RIVERHEAD

Adopted

Resolution # 159

APPROVES CHAPTER 90 APPLICATION OF EAST END ARTS & HUMANITIES COUNCIL, INC.

COUNCILMAN DUNLEAVY

offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

WHEREAS, on February 7, 2008, the East End Arts & Humanities Council Inc. ("EEAC") had submitted a Chapter 90 application for the purpose of conducting their Annual Community Mosaic Street Painting Festival with music, art activities and craft vendors to be held on EEAC grounds and along the south side of East Main Street in front of their premises, Riverhead, New York, on Sunday, May 25, 2008 having a rain date of Monday, May 26, 2008, between the hours of 12:00 noon and 5:00 p.m. (set up at 8:00 p.m.); and

WHEREAS, East End Arts & Humanities Council, Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself "Lead Agency" in accordance with 6 NYCRR 617.6(b); and

WHEREAS, due to its not-for-profit status, the applicant has requested the Chapter 90 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 Town of Riverhead hereby determines the action to be an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the application of the East End Arts & Humanity Council, Inc. for the purpose of conducting their Annual Community Mosaic Street Painting Festival with music, art activities and craft vendors to be held on EEAC grounds and along the south side of East Main Street in front of their premises, Riverhead, New York, on Sunday, May 25, 2008 having a rain date of Monday, May 26, 2008, between the hours of 12:00 noon and 5:00 p.m. (set up at 8:00 p.m.), is hereby approved; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 application fee; and be it further

RESOLVED, that any tent installations and any and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); 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 (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment at least three days in advance; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to the East End Arts & Humanities Council, Inc., 133 East Main Street, Riverhead, New York, 11901 and copies to the Fire Marshal; Ken Testa, P.E.; the Riverhead Police Department and the Office of the Town Attorney.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

February 20, 2008

Adopted

TOWN OF RIVERHEAD

EXTENDS BID CONTRACT FOR DRY HYDRATED LIME
(CALCIUM HYDROXIDE)

RESOLUTION # 160

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

WHEREAS, The Long Island Cauliflower Association, was awarded the bid for Dry Hydrated Lime (calcium hydroxide) by Resolution #323 adopted April 4, 2007; and

WHEREAS, the Riverhead Water District has requested that the bid be extended pursuant to the terms of the award document; and

WHEREAS, the above-named vendor has agreed to extend the contract until April 4, 2009, at the original bid amount of \$6.99 per bag; and

WHEREAS, the Town Board has reviewed said request.

NOW, THEREFORE, BE IT

RESOLVED, that the bid contract for Dry Hydrated Lime (calcium hydroxide) be and is hereby extended to April 4, 2009; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Long Island Cauliflower Association, 139 Marcy Avenue, Riverhead, New York, 11901.

THE VOTE

Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED



RWD *Riverhead Water District*

Gary J. Pendzick, Superintendent
1035 Pulaski Street, Riverhead, New York 11901

Bid Extension Notice

To: John E. Bokina, Jr., Assistant Manager
L.I. Cauliflower Association

From: Riverhead Water District

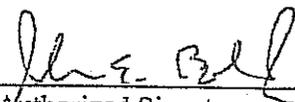
Date: February 11, 2008

Subject: Extension of Bid Services

This letter is to inform you that our current bid contract with you for hydrated lime (calcium hydroxide) will expire on April 4, 2008.

The Town of Riverhead would like to extend this contract for a period of one (1) year until April 4, 2009, at the current bid price of \$6.99/bag. This will be the first extension.

If this extension meets with your approval, please complete the bottom portion of this letter and return it to us immediately.


Authorized Signature

JOHN E. BOKINA, JR
Print Name

LONG ISLAND CAULIFLOWER ASSOC.
Company Name

2/11/08
Date

February 20, 2008

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 161

AUTHORIZES THE TOWN CLERK TO POST AND PUBLISH THE ATTACHED NOTICE TO BIDDERS FOR THE TOWN OF RIVERHEAD ANNUAL CONSTRUCTION CONTRACT

COUNCILMAN BUCKLEY offered the following resolution which

was seconded by COUNCILMAN WOOTEN

RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorizes the Town Clerk to post and publish the attached Notice to Bidders in the February 28, 2008 issue of the official Town newspaper for the Town of Riverhead Annual Construction Contract, Riverhead, New York; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Kenneth Testa, P.E., Christine Fetten, P.E., George Woodson, Gary Pendzick, Michael Reichel

THE VOTE

Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no

THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the Annual Construction Contract, Riverhead, New York will be received by the Town of Riverhead the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, until 11:00 am March 17, 2008 at which time they will be publicly opened and read aloud.

Plans and specifications may be examined and obtained on or about February 28, 2008 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays or by visiting the Town of Riverhead website: www.riverheadli.com and click on Bid Requests.

A non-refundable fee of \$50.00 will be required for each hard copy of the contract documents obtained from the Office of the Town Clerk.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Annual Construction Contract" and must be accompanied by a bid surety as stated in the Instruction to Bidders.

PLEASE TAKE FURTHER NOTICE THAT the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lower bidder.

The Town of Riverhead reserves the right to reject any and all bids.

BY THE ORDER OF THE RIVERHEAD TOWN BOARD
Barbara A. Grattan, Town Clerk
Riverhead, New York 11901

Dated: February 20, 2008

Adopted

2/20/08

Resolution# 162

AUTHORIZES LEGAL ACTION AGAINST THE OWNERS, TENANTS, OCCUPANTS AND MORTGAGEE OF THE PROPERTY LOCATED 156 UNION AVNUE, RIVERHEAD, NEW YORK

COUNCILMAN WOOTEN offered the following resolution, was seconded by COUNCILMAN DUNLEAVY:

WHEREAS, the Town Board has determined that the property situated at 156 Union Avenue, Riverhead, New York is being used and occupied in violation of various sections of the Code of the Town of Riverhead and the New York State Uniform Fire Prevention and Building Code;

NOW, THEREFORE, BE IT RESOLVED, that Dawn C. Thomas, Town Attorney for the Town of Riverhead is authorized to institute legal action in the name of the Town of Riverhead against the owners, tenants, occupants and mortgagee of the structures situated at 156 Union Avenue, Riverhead, New York in the Supreme Court of the State of New York to enjoin the illegal use, occupancy and/or maintenance of said property and the structures situated upon such; and be it further

RESOLVED, that it is left to the discretion of Dawn C. Thomas, Town Attorney for the Town of Riverhead as whether said cause of action should seek monetary and/or punitive damages against the owners, tenants, occupants and/or mortgagee of said property for their illegal use, occupancy and maintenance of said property.

WOOTEN YES ___ NO BUCKLEY YES ___ NO

DUNLEAVY YES ___ NO BLASS YES ___ NO

CARDINALE YES ___ NO

THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

2/20/08

TOWN OF RIVERHEAD

Adopted

Resolution # 163

**APPROVES CHAPTER 90 APPLICATION OF THE AMERICAN CANCER SOCIETY
(RIVERHEAD CENTRAL SCHOOL – RELAY FOR LIFE)**

COUNCILMAN DUNLEAVY offered the following resolution, was seconded by

COUNCILWOMAN BLASS :

WHEREAS, on February 4, 2008, Maggie Eng-Salvaggio of behalf of the American Cancer Society had submitted a Chapter 90 Application for the purpose of conducting a fund-raiser for the American Cancer Society Relay for Life to be held on the grounds of the school district at Pulaski Street and Osborne Avenue, Riverhead, New York, between the hours of 4:00 p.m. on Friday, June 13, 2008 and 10:00 a.m. on Saturday, June 14, 2008; and

WHEREAS, the American Cancer Society has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself "Lead Agency" in accordance with 6 NYCRR 617.6(b); and

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

WHEREAS, due to their not-for-profit status, the applicant has requested the Chapter 90 Application fee be waived; and

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

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the application of the American Cancer Society for the purpose of conducting a fund-raiser for the American Cancer Society Relay for Life to be held on the grounds of the school district at Pulaski Street and Osborne Avenue, Riverhead, New York, between the hours of 4:00 p.m. on Friday, June 13, 2008 and 10:00 a.m. on Saturday, June 14, 2008 is hereby approved; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee; and be it further

RESOLVED, that any tent installations and any and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State, the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

RESOLVED, that this event shall be exempt from Riverhead Town Code Chapter 81 entitled, "Noise Control"; and be it further

RESOLVED, that off-premises signs will be permitted at the locations indicated on the Chapter 90 Application and shall comply with the provisions set forth in the Riverhead Town Code Chapter 108-56 Signs.; 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 at (631) 727-3200 extension 601, for the purpose of arranging the "pre-opening" inspection appointment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Maggie Eng-Salvaggio, 75 Davids Drive, Hauppauge, New York, 11788 on behalf of the American Cancer Society; and copies to the Riverhead Fire Marshal; Chief David Hegermiller of the Riverhead Police Department and the Office of the Town Attorney.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED

Adopted

RESOLUTION # <u>164</u> ABSTRACT #08-07 February 14, 2008 (TBM 2/20/08)				
COUNCILWOMAN BLASS offered the following Resolution which was seconded by				
COUNCILMAN BUCKLEY				
FUND NAME		CD - None	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1		1,118,216.81	1,118,216.81
RECREATION PROGRAM FUND	6		2,787.81	2,787.81
ECONOMIC DEVELOPMENT ZONE FUND	30		2,861.23	2,861.23
HIGHWAY FUND	111		74,548.15	74,548.15
WATER DISTRICT	112		85,161.97	85,161.97
RIVERHEAD SEWER DISTRICT	114		79,872.01	79,872.01
REFUSE & GARBAGE COLLECTION DI	115		344,216.61	344,216.61
STREET LIGHTING DISTRICT	116		9,989.32	9,989.32
EAST CREEK DOCKING FACILITY FU	122		333.97	333.97
CALVERTON SEWER DISTRICT	124		3,847.78	3,847.78
RIVERHEAD SCAVANGER WASTE DIST	128		27,888.97	27,888.97
WORKERS' COMPENSATION FUND	173		1,808.30	1,808.30
RISK RETENTION FUND	175		14,444.82	14,444.82
CDBG CONSORTIUM ACOUNT	181		553.78	553.78
COMMUNITY DEVELOPMENT AGENCY C	405		62,853.73	62,853.73
TOWN HALL CAPITAL PROJECTS	406		136,173.95	136,173.95
YOUTH SERVICES CAP PROJECT	452		4,548.11	4,548.11
SENIORS HELP SENIORS CAP PROJE	453		2,556.46	2,556.46
MUNICIPAL GARAGE FUND	626		21,822.96	21,822.96
TRUST & AGENCY	735		1,080,355.72	1,080,355.72
TOTAL ALL FUNDS			3,074,842.46	3,074,842.46

THE VOTE
 Buckley yes no Wooten yes no
 Dunleavy yes no Blass yes no
 Cardinale yes no
 THE RESOLUTION WAS WAS NOT
 THEREFORE DULY ADOPTED

Adopted

RESOLUTION # 164 ABSTRACT #08-06 February 7, 2008 (TBM 2/19/08)				
COUNCILWOMAN BI ASS offered the following Resolution which was seconded by				
COUNCILMAN BUCKLEY				
FUND NAME		CD 2/5/08	CHECKRUN TOTALS	GRAND TOTALS
GENERAL FUND	1	\$ -	\$ 605,163.70	\$ 605,163.70
HIGHWAY FUND	111	\$ -	\$ 9,824.27	\$ 9,824.27
WATER DISTRICT	112	\$ -	\$ 2,216.37	\$ 2,216.37
RIVERHEAD SEWER DISTRICT	114	\$ -	\$ 59.95	\$ 59.95
REFUSE & GARBAGE COLLECTION	115	\$ -	\$ 53,870.00	\$ 53,870.00
EAST CREEK DOCKING FACILITY	122	\$ -	\$ 3,456.40	\$ 3,456.40
CALVERTON SEWER DISTRICT	124	\$ -	\$ 773.07	\$ 773.07
WORKERS' COMPENSATION FUND	173	\$ -	\$ 3,579.84	\$ 3,579.84
RISK RETENTION FUND	175	\$ -	\$ 4,272.71	\$ 4,272.71
SEWER DISTRICTS DEBT SERVIC	382	\$ -	\$ 2,574.00	\$ 2,574.00
TOWN HALL CAPITAL PROJECTS	406	\$ 34,000,000.00	\$ 61,234.70	\$ 34,061,234.70
MUNICIPAL FUEL FUND	625	\$ -	\$ 19,750.90	\$ 19,750.90
MUNICIPAL GARAGE FUND	626	\$ -	\$ 5,870.76	\$ 5,870.76
TRUST & AGENCY	735	\$ -	\$ 350,030.00	\$ 350,030.00
SPECIAL TRUST	736	\$ -	\$ 280,000.00	\$ 280,000.00
COMMUNITY PRESERVATION FUND	737	\$ -	\$ 226.20	\$ 226.20
CALVERTON PARK - C.D.A.	914	\$ -	\$ 300.00	\$ 300.00
		\$ -		
		\$ 34,000,000.00	1,403,202.87	35,403,202.87