

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

SUZANNE MC DONOUGH
Town Councilwoman
Deputy Supervisor

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KATHLEEN KRAUS
Receiver of Taxes

MICHAEL A. BARILE
Town Councilman
FRANK D. LOMBARDI
Town Councilman
ROBERT F. SCHANIL, JR.
Town Councilman

MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

TOWN BOARD VOTING MEETING
Wednesday, August 4, 2021 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

6:30pm Executive Session:

1. Police Chief Anthony Hoffmann – Personnel
2. Michael Simone, Highway Superintendent - Personnel

Councilman Frank Lombardi - Presentation of Proclamation to James & Patricia Rathschmidt United for the Troops

Town Board Voting Meeting:

1. Res: Making Permanent Appointment of Police Chief
 2. Res: Authorizing Settlement of Litigation
 3. Res: Authorizing Attendance at Conference
 4. Res: Authorizing Purchase of Equipment – Town of Carmel Highway Department
 5. Res: Appointing Special Counsel
 6. Res: Authorizing Execution of Agreement Between the Town of Carmel Police Benevolent Association and the Town of Carmel In Regarding to Collective Bargaining Agreement with a Term of January 1, 2022 through December 29, 2029
 7. Res: Authorizing Entry into Agreement – Town of Carmel Police Department
- **Public Comment (Three (3) Minutes on Agenda Items Only)**
 - **Town Board Member Comments**

Open Forum:

- **Public Comments on New Town Related Business (Three (3) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments/Announcements**
- **Adjournment**

RESOLUTION #1

RESOLUTION MAKING PERMANENT APPOINTMENT CHIEF OF POLICE

BE IT RESOLVED, the Town Board of the Town of Carmel hereby permanently appoints Anthony Hoffmann as Chief of Police subject to the appropriate probationary period in accordance with the New York State Civil Service Law and applicable State and Local Civil Service Rules and Regulations.

Resolution:

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	_____	_____
Michael Barile	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

RESOLUTION #2

RESOLUTION AUTHORIZING SETTLEMENT OF LITIGATION

WHEREAS there is currently pending in the Supreme Court, County of Putnam, State of New York under Index Nos. 500817/2020 and 501111/2021 certain lawsuits entitled "Lazio, LLC v, The Town of Carmel" regarding the tax assessments for the property known and designated Town of Carmel Tax Map No. 44.17-1-14; and

WHEREAS a proposed settlement of the litigation has been negotiated by Glen Droese, Town Assessor, and special counsel Gregory L. Folchetti, both of whom have recommended approval of the proposed settlement;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation as recommended; and

BE IT FURTHER RESOLVED that Special Counsel Gregory L. Folchetti is hereby authorized to sign, on behalf of the Town of Carmel, the stipulation of settlement and corresponding consent judgment reflecting the terms of the settlement.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	_____	_____
Michael Barile	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

	A	B	C	D	E
1	Estimate of Tax Refund				
2	Parcel ID	Owner	Address		
3	44.17-1-14	Lazio, LLC	90 Glenvue Dr		
4	Index/Assessment Roll Year	Assessed Value at Filing	EQ Rate %	Settlement Assessed Value	Reduction in Assessed Value
5	500817/2020	923,700	1.00	810,000	113,700
6	501111/2021	923,700	1.00	810,000	113,700
7					
8					
9	Levy Item	2020 Tax Rate	2020 Refund		
10	Town	\$ 4.860676	\$ 552.66		
11	County	\$ 3.029745	\$ 344.48		
12	Ambulance AD001	\$ 0.200208	\$ 22.76		
13	Carmel Fire FD004	\$ 1.085563	\$ 123.43		
14	Reed Library	\$ 0.218858	\$ 24.88		
15	Carmel Water WD001	\$ 1.616989	\$ 183.85		
16	Carmel School	\$ 26.087342	\$ 2,966.13		
17	Total Year Refund		\$ 4,218.20		
18					
19	Levy Item	2021 Tax Rate	2021 Refund		
20	Town	N/A	\$ -		
21	County	N/A	\$ -		
22	Ambulance AD001	N/A	\$ -		
23	Carmel Fire FD004	N/A	\$ -		
24	Reed Library	N/A	\$ -		
25	Carmel Water WD001	N/A	\$ -		
26	*Carmel School Rate is not yet available. This is estimated.	\$ 26.087342	\$ 2,966.13		
27	Total Year Refund		\$ 7,184.33		
28					
29	N/A = Assessment roll is expected to be adjusted before Tax bill is printed so no refund is necessary.				

RESOLUTION #3

RESOLUTION AUTHORIZING ATTENDANCE AT CONFERENCE

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town of Carmel Highway Superintendent Michael Simone to attend the New York State Association of Towns Superintendent of Highways Conference in Lake Placid, NY being held on September 28 through October 1, 2021; and

BE IT FURTHER RESOLVED that his reasonable and necessary expenses, including travel, meals, lodging and registration be reimbursed by the Town upon audit and approval.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	_____	_____
Michael Barile	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

RESOLUTION #4

**RESOLUTION AUTHORIZING PURCHASE OF EQUIPMENT
TOWN OF CARMEL HIGHWAY DEPARTMENT**

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael J. Simone, hereby authorizes the purchase of a backup transfer case for Highway Department vehicles from Dutchess County Truck Parts, LLC, Cold Spring, NY at a cost not to exceed of \$12,900.01 and in accordance with the proposal dated July 8, 2021 and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget revisions to effect the repairs authorized herein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	_____	_____
Michael Barile	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

RESOLUTION #5
RESOLUTION APPOINTING SPECIAL COUNSEL

RESOLVED, that the Town Board of the Town of Carmel, hereby appoints Joshua Martin, Carmel, New York, as Counsel in the matter entitled "Michelle Gervasi v. Planning Board of the Town of Carmel" pending in Supreme Court, Putnam County under Index No. 500292/2021; and

BE IT FURTHER RESOLVED that said services are hereby authorized at a rate of \$205.00 per hour.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	_____	_____
Michael Barile	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

RESOLUTION #6

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE TOWN OF CARMEL POLICE BENEVOLENT ASSOCIATION AND THE TOWN OF CARMEL REGARDING A COLLECTIVE BARGAINING AGREEMENT WITH A TERM OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2029

RESOLVED, that the Town Board of the Town of Carmel hereby ratifies and accepts the Memorandum of Agreement dated July 23, 2021, between the TOWN OF CARMEL POLICE BENEVOLENT ASSOCIATION AND THE TOWN OF CARMEL for the duration of January 1, 2022 through December 31, 2029, which is attached hereto. The Memorandum of Agreement was ratified on July 30, 2021, by Town employees in the bargaining unit represented by the TOWN OF CARMEL POLICE BENEVOLENT ASSOCIATION. The Town Board hereby authorizes the Town Supervisor to sign a Collective Bargaining Agreement consistent with the terms of the Memorandum of Agreement.

Resolution:

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	_____	_____
Michael Barile	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

original (10)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the negotiating teams for the Town of Carmel (hereinafter "Employer") and the Town of Carmel Police Benevolent Association ("hereinafter "PBA"). The Employer and PBA are collectively referred to as the "Parties".

WHEREAS, the Employer and PBA are parties to a Collective Bargaining Agreement which expires on December 31, 2021; and

WHEREAS, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor collective bargaining agreement for the period of January 1, 2022 to December 31, 2029, and wish to memorialize their understanding, in writing, pending the signing of the new collective bargaining agreement; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the PBA and approval by the Town Board by resolution, which the Parties' representatives to this Memorandum of Agreement shall support and recommend ratification before their respective bodies, the Parties agree that a successor collective bargaining agreement to the expired agreement shall reflect the following changes; all other terms and conditions not specifically referenced herein shall, by agreement of the parties, remain in full force and effect.

1. Article IV - ANNUAL SALARY AND OVERTIME

Replace Section 1 with the following:

The annual salaries for Employees covered by this Agreement shall be based on rank, years of service and assignments as set forth below:

	2021	2022 (2.5%)	2023 (2.5%)	2024 (2.75%)	2025 (2.5%)	2026 (2.5%)	2027 (2.75%)	2028 (2.5%)	2029 (2.5%)
Hire (Yr. 1)	\$47,998	\$49,198	\$50,428	\$51,815	\$53,110	\$54,438	\$55,935	\$57,333	\$58,767
After Yr. 1	\$55,997	\$57,397	\$58,832	\$60,450	\$61,961	\$63,510	\$65,257	\$66,888	\$68,560
After Yr. 2	\$63,998	\$65,598	\$67,238	\$69,087	\$70,814	\$72,584	\$74,581	\$76,445	\$78,356
After Yr. 3	\$71,996	\$73,796	\$75,641	\$77,721	\$79,664	\$81,656	\$83,901	\$85,999	\$88,149
After Yr. 4	\$84,797	\$86,917	\$89,090	\$91,540	\$93,828	\$96,174	\$98,819	\$101,289	\$103,822
After Yr. 5	\$96,808	\$99,228	\$101,709	\$104,506	\$107,119	\$109,797	\$112,816	\$115,636	\$118,527
After Yr. 6	\$109,889	\$112,636	\$115,452	\$118,627	\$121,593	\$124,633	\$128,060	\$131,261	\$134,543
Sergeant	\$123,135	\$126,213	\$129,369	\$132,926	\$136,250	\$139,656	\$143,496	\$147,084	\$150,761
Detective	\$118,724	\$121,692	\$124,734	\$128,165	\$131,369	\$134,653	\$138,356	\$141,815	\$145,360
Sgt./Det.	\$130,854	\$134,125	\$137,478	\$141,259	\$144,791	\$148,410	\$152,492	\$156,304	\$160,212



Any employee hired on or after the effective date of this Agreement that has two (2) or more years of applicable post-academy police experience, as determined by the Chief of Police, shall be placed no lower than Step 3 (i.e., After Yr. 2) of the above wage schedule.

Modify the Shift Differential chart effective January 1, 2022 to provide increases as follows:

Position/Shift	2022	2024	2026	2028
15:30-23:30	\$1.75/hr.	\$2.00/hr.	\$2.25/hr.	\$2.50/hr.
15:00-23:00	\$1.75/hr.	\$2.00/hr.	\$2.25/hr.	\$2.50/hr.
23:30-07:30	\$2.50/hr.	\$3.00/hr.	\$3.50/hr.	\$4.00/hr.

2. Article VI - HOLIDAYS

Replace Section C with the following:

Effective January 1, 2022, members who work on a designated holiday will be paid one and one-half times their respective hourly pay for hours worked on that holiday. Members who work overtime on a designated holiday will be paid two times their respective hourly pay for hours worked on that holiday. Such payments will be made with other regular wages. These wages shall be in addition to the payments for fifteen (15) days described in Section B, above.

Add NEW Section D:

The Department shall specify the days on which the thirteen (13) designated holidays will be observed before the start of the calendar year.

3. Article VIII — DEATH LEAVE

Add grandparents, step-parents, and step-siblings to list for death leave eligibility.

4. Article XVI - LONGEVITY

Replace the Article with the following:

All employees hired on or before January 1, 2016 shall receive longevity payments based on years of continuous service with the Town as a Police Officer as follows:

	2022	2024	2026	2028
After 5 years	\$1,450	\$1,550	\$1,650	\$1,750
After 8 years	\$1,775	\$1,875	\$1,975	\$2,075
After 12 years	\$2,100	\$2,200	\$2,300	\$2,400
After 17 years	\$3,000	\$3,100	\$3,200	\$3,300

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All employees hired after January 1, 2016 with eight (8) or more years of service as a sworn police officer in New York State shall receive longevity payments as follows:

	2022	2024	2026	2028
After 8 Years	\$1775	\$1875	\$1975	\$2075
After 12 Years	\$2100	\$2200	\$2300	\$2400
After 17 Years	\$4450	\$4650	\$4850	\$5050

The amounts set forth above are not cumulative.

5. **Article IV - ANNUAL SALARY AND OVERTIME**

Amend Section 3 by changing the maximum accumulation of compensatory time hours (time owed) from thirty-two (32) to one hundred sixty (160).

6. **Add a NEW Article as follows: PARENTAL LEAVE**

The Town will provide 5 days of paid parental leave to employees following the birth or placement for adoption of a member's child.

7. **Add a NEW Article as follows: DETECTIVE ON CALL**

In the event there are 3 or fewer members at the rank of detective in the detective division, any detective required to be on call more than 10 days in a calendar month shall be credited with one hour of compensatory time for each extra on call shift (i.e., each shift beyond 10 for the month).

In the event there are 4 or more members at the rank of detective in the detective division, any detective are required to be on call more than 8 days in one calendar month shall be compensated with one hour of time owed for each extra on call shift (i.e., each shift beyond 8 for the month).

8. **Article XXVI - DURATION**

Modify Article to state: "The terms and conditions of this Agreement shall become effective the first day of January 1, 2022, unless otherwise stated herein, and shall terminate at the close of business on December 31, 2029.

[SIGNATURE PAGE TO FOLLOW]

TOWN OF CARMEL

M. Barile

Michael Barile
Town Councilman

7/22/21

Date

Robert F. Schanil, Jr.

Robert F. Schanil, Jr.
Town Councilman

7/23/21

Date

TOWN OF CARMEL POLICE BENEVOLENT
ASSOCIATION

N. Brown

Neil Brown
President

7/30/21

Date

RESOLUTION #7

**RESOLUTION AUTHORIZING ENTRY INTO
AGREEMENT – TOWN OF CARMEL POLICE DEPARTMENT**

RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of the Town of Carmel Police Department, hereby authorize entry into an agreement with Villa Barone Hilltop Manor, Inc. for the provision of traffic control services by the Town of Carmel Police Department, said agreement to be in form as is on file in the Office of the Town Supervisor; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt and Chief of Police Anthony R. Hoffmann are hereby authorized to sign said agreement and any related documentation thereto.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	_____	_____
Michael Barile	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____