

27 OCTOBER 2010

**TOWN BOARD SPECIAL MEETING
TOWN HALL, MAHOPAC, N.Y.**

A Special Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 27th day of October 2010 at 7:15 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Ravallo, Councilman Lombardi, Councilwoman McDonough, Councilman DiCarlo, and Supervisor Schmitt.

The Pledge of Allegiance to the Flag was observed prior to the start of official business. A moment of silence was observed to honor those serving in the United States Armed Forces, Michael Orlando, recently struck and killed by a motorist while walking on Union Valley Road, as well as the passing of former Putnam County Legislator and Kent Town Supervisor, Arne Nordstrom.

2011 TENTATIVE BUDGET AMENDED AND ADOPTED AS THE PRELIMINARY BUDGET

RESOLVED that the Town Board of the Town of Carmel hereby adopts the Tentative Budget as amended by the Town Board per the attached Schedule of Changes for submission herewith to the Town Clerk as the Preliminary Budget for fiscal year 2011.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman DiCarlo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Anthony DiCarlo	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

Supervisor Schmitt explained that the budget process will continue with further discussions leading up to the adoption of the final budget. He encouraged residents to attend the Public Hearing on the annual budget scheduled for November 3, 2010.

Councilman Lombardi noted that he will not be present at the Public Hearing because he will be serving as a Confirmation sponsor at that time. He stated that residents may contact him by telephone with any questions or comments with regard to the Budget.

POLICE BENEVOLENT ASSOCIATION, INC., - ENTRY INTO STIPULATION OF AGREEMENT AUTHORIZED

RESOLVED, that the Town Board of the Town of Carmel authorizes entry into a stipulation of agreement with the Town of Carmel Police Benevolent Association, Inc., such stipulation to be in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED THAT Kenneth Schmitt, Town Supervisor is hereby authorized to execute the aforesaid stipulation and any and all other necessary documentation required in connection therewith.

Resolution

Offered by: Councilman DiCarlo
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Anthony DiCarlo	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

(Cont.)

**STIPULATION OF AGREEMENT BETWEEN
THE TOWN OF CARMEL AND THE
TOWN OF CARMEL POLICE BENEVOLENT ASSOCIATION, INC.**

Section 1. The parties agree for the period commencing that beginning January 1, 2011 and extending to December 31, 2011 (unless the parties mutually agree to extend this agreement), the parties will utilize the work scheduled and associated policies set forth in this agreement.

The parties expressly agree that this experimental program will terminate automatically on December 31, 2011 unless both parties agree in writing to extend this Agreement on or before October 15, 2011.

Section 2. In the event the parties do not extend this Agreement, the work schedule and policies in effect prior to the implementation of this agreement will be reinstated in all respects on January 1, 2012.

Section 3. The parties further agree that the initiation, implementation or execution of this agreement, its guidelines and procedures, shall not be subject to the grievance procedure set forth in the collective bargaining agreement, or any other grievance procedure, and the Association for itself and behalf of its members, does hereby waive the right to grieve the initiation, implementation, or execution of this program its guidelines and procedures.

Any dispute arising under this agreement shall be the subject to only the first and second stage of the grievance process. This means that the final determination at stage two in any grievance process shall be the Town Board or its' designee, and that grievances on this stipulation may not be processed through arbitration.

Section 4. The Town of Carmel Police Department has assignments in the Patrol Division and Detective Division. For the purpose of this agreement only, the Patrol Division will be affected with the exception of those officers assigned to the Traffic Safety Unit and Special Conditions Unit, and to some extent the DARE officers. The officers not covered by this agreement will continue to maintain their schedules as previously assigned in calendar year 2011, except as day to day needs of the patrol division dictate a lack of insufficient staffing for such shifts or when additional staffing may be needed for special assignments or events.

Section 5. The work schedule for bargaining unit employees assigned to the patrol division shall be shown on the attached schedule, hereinafter referred to as Schedule A, which work schedule shall terminate on December 31, 2011, unless mutually extended by the parties hereto. The work schedule will reflect an average work schedule of 248.33 days.

The schedule will reflect a 4X2 4X2 work schedule with officers assigned to permanent shifts as per Schedule A. In other words an officer shall work four scheduled tours of duty and have two days off and then work four tours of duty and have two days off. This amounts to a total of 243.33 work days. Additionally each officer shall be required to work an additional five "plug-in" days.

Section 6. The five "plug-in" days will not be assigned to an individual officer if he is on pre-scheduled vacation or the officer is scheduled off during the major holidays of New Years Eve or Day, July 4th; Easter, Thanksgiving Day; Christmas Eve or Day. The officer will not be required to work a double shift for a "plug-in day". "Plug-in days will be used in eight hour time blocks. Officers will receive a minimum of 10 days notice when they will be scheduled to work a "plug-in" day.

(Cont.)

Officers can eliminate up to three plug-in days for the year by allocating their accrued vacation or personal days at the beginning of the calendar year. Additionally an officer by June 30th, may use accrued compensatory time to cover "plug-in" days up to an amount not to exceed a total of three days.

"Plug-in" days can be used in any bi-weekly pay period provided it does not create an overtime situation under the Fair Labor Standards Act (FLSA).

The policy with regards to the use of time owed will remain the same as currently exists.

Section 7. The assignment of officers to the shifts as detailed in Schedule A will be based on seniority- that is, the officers will pick the shift that they desire by descending seniority based on the number of slots to be filled in each shift by the Chief of Police. If an officer refuses to assign him or herself to a shift, than that officer will relinquish his seniority and be placed at the bottom of the seniority list with regard to shift assignments. If the schedule contained in Schedule A is extended beyond December 31, 2011, a re-bidding process based on seniority will be conducted annually to determine assignments for the next calendar year. Said re-bidding process shall be completed by November 1st immediately preceding the next calendar year.

Section 8. In regard to all tours, the Chief of Police will retain the right to reassign individuals serving on a particular tour for just cause based upon reasonable criteria limited to the following:

1. Disciplinary Problem – The officer has accepted command discipline or is found guilty by the Town Board after a formal hearing.
2. Training
3. Need for Shifting Manpower – long term vacancy—Procedure outlined in Section 9.

Section 9. Where a long term vacancy (in excess of 10 calendar days) on a particular shift exists and the Chief of Police determines that said vacancy must be filled, the Chief shall determine, in his sole discretion, from which one of the other shifts he wishes to transfer staffing. Once this determination is made, the Chief of Police shall determine whether anyone with the appropriate title in the shift from which the Chief wishes to transfer staffing is willing to fill the vacancy. If no volunteer comes forward, the Chief of Police, will fill said vacancy by assigning the most junior officer with the appropriate title, from the shift from which he wishes to transfer staffing to fill the vacancy. The personnel staffing needs and vacation approvals shall be determined in the sole discretion of the Chief of Police.

Section 10. As the purpose of this agreement is to experiment with a work schedule which allows permanent shifts which the parties hope will be mutually beneficial and the parties do not wish to prejudice any of their rights, it is mutually agreed that this agreement and its provisions shall not constitute a past practice between the parties and the fact that this agreement exists or existed shall not be referred to in any future collective bargaining demands or impasse proceedings or arbitration proceedings which arise from the collective bargaining process. However, nothing contained in this Section 10 shall be deemed to preclude either party to this agreement from proposing alternate work schedules from that which existed prior to this Agreement as part of future collective bargaining negotiations.

27 OCTOBER 2010
TOWN BOARD SPECIAL MEETING

(Cont.)

Town of Carmel

Town of Carmel PBA, Inc.

By: _____
Kenneth Schmitt
Supervisor

By: _____
John Dearman
President

Date: _____

Date: _____

RESOLUTION FROM 10/20/10 AMENDED - ADDITIONS AND DELETIONS TO THE ACTIVE LIST OF THE MAHOPAC VOLUNTEER FIRE DEPARTMENT AUTHORIZED

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the addition of the following names to the active list of the Mahopac Volunteer Fire Department:

Caitlin Prazenka
Matthew Filipponni

BE IF FURTHER RESOLVED that the Town Board of the Town of Carmel hereby authorizes the deletions of the following name to the active list of the Mahopac Volunteer Fire Department:

Michael Conroy
Kristin Butironi

Resolution

Offered by: Councilman Ravallo
Seconded by: Councilman DiCarlo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Anthony DiCarlo	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

Councilman Ravallo thanked the individuals for their service and welcomed the new members.

Supervisor Schmitt stated that the previous resolution is being amended because one of the member's names was misspelled when submitted to the Town.

PROPOSAL ACCEPTED FOR ENGINEERING CONSULTING SERVICES - CLEARY CONSULTING **AMENDED 1/5/11**

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of Cleary Consulting, of East Northport, NY, dated October 25, 2010 for the provision of engineering consulting services, commencing immediately in accordance with the provisions of the proposal which is attached hereto and made a part hereof, and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form and content satisfactory to counsel, Supervisor Kenneth Schmitt is authorized to execute a contract for said services and any other documentation necessary to accept the aforementioned proposal.

27 OCTOBER 2010
TOWN BOARD SPECIAL MEETING

(Cont.)

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman DiCarlo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Anthony DiCarlo	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

AGREEMENT

THIS AGREEMENT, made this 1st day of November, 2010, by and between the TOWN OF CARMEL, with offices at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the "TOWN"), and CLEARY CONSULTING, 529 Asharoken Avenue Northport, NY 11768 (hereinafter referred to as "CLEARY").

WITNESSETH:

WHEREAS, the TOWN desires to secure the services of an licensed professional engineer to provide consulting engineering services to the TOWN; and;

WHEREAS, CLEARY has on staff an experienced engineer properly licensed by the State of New York and is willing to provide consulting engineering services for the TOWN;

NOW THEREFORE IT IS AGREED:

SECTION I – ENGINEERING CONSULTING SERVICE

CLEARY is hereby retained to provide consulting engineering services to the Town in form, scope and detail as outlined in the proposal for engineering services attached hereto as Exhibit "A".

SECTION II - COMPENSATION

For basic services to be performed hereunder, TOWN agrees to pay CLEARY a fixed monthly fee of Four Thousand no/hundredths (\$4,000.00) dollars payable in advance on the first of each month. TOWN shall have the right to increase compensation due under this contract by resolution of the Town Board duly passed without a written amendment to this contract.

SECTION III - EXPENSES

It is understood and agreed that all expenses incurred by CLEARY in connection with the duties contemplated in this agreement, are included in the lump sum price of Four Thousand no/hundredths (\$4,000.00) dollars.

SECTION IV - INDEMNIFICATION

CLEARY agrees to indemnify TOWN and hold TOWN harmless from any and all judgments, losses, costs and expenses and the like, including attorney's fees incurred by reasons of the action or omission of CLEARY or his agents, servants or employees, in connection with CLEARY's provision of services under this agreement. CLEARY agrees to maintain professional malpractice insurance at all times during this agreement in a minimum amount of One Million and no/hundredths (\$1,000,000.00) dollars.

SECTION V- TERM

The terms of this agreement shall commence on November 1, 2010 and may be terminated by resolution of the Town Board upon no less than thirty (30) days written notice to CLEARY.

SECTION VI- RENEWAL

This contract shall be subject to renewal and/or extension by mutual written agreement of the parties.

(Cont.)

SECTION VII- CLEARY NOT AN EMPLOYEE

It is further understood and agreed by the TOWN that CLEARY shall serve in the capacity of an independent contractor. CLEARY agrees not to hold himself out as an officer or employee of the TOWN nor shall he make any claim against the TOWN as an officer or employee thereof for such benefits as Workers Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement Membership or Credit or any other benefits accruing to said officers or employees of the TOWN. Nothing contained herein shall be deemed to prohibit the TOWN from providing said benefits if it is legally permissible and if the TOWN elects to do so.

SECTION VIII- NEW YORK STATE RETIREMENT

TOWN and CLEARY both acknowledge that any employee(s) of CLEARY providing services under this agreement who is/are currently a participant and/or recipient of New York State Retirement System benefits is expressly subject to § 211 and/or § 212 of the New York State Retirement and Social Security Law with respect to the terms of this agreement. The failure to obtain such any necessary approvals from the New York State Retirement System and/or any other jurisdiction or authority shall be solely the responsibility of CLEARY and its employee(s) and shall not affect CLEARY's duties and obligations set forth in this agreement.

TOWN OF CARMEL

CLEARY CONSULTING

By: _____

By: _____

KENNETH SCHMITT
SUPERVISOR

PATRICK CLEARY, AICP, PP

Exhibit A



October 25, 2010

Supervisor Kenneth Schmitt
& Members of the Town Board
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

Re: Temporary Engineering Services Consulting Agreement

Dear Supervisor Schmitt,

Pursuant to our recent discussions, Cleary Consulting is pleased to submit the following proposal to provide temporary engineering services to the Town of Carmel.

A licensed professional engineer, familiar with the Town of Carmel, will be employed by Cleary Consulting to provide all engineering review work for the Planning Board, and will attend all Planning Board meetings and Town Board Meetings as required. The engineer will come to Town Hall to conduct pre-submission and applicant meetings, to review plans and project files and to coordinate with the Planning Consultant, Director of Code Enforcement, and Engineering Projects Coordinator as required. Provide hourly presence at Town Hall as follows: two (2) days per week, four (4) hours per day.

Additionally, the engineer will sign and seal any plans as necessary for capital projects, and will prepare the bid packages for the emergency generator projects.

27 OCTOBER 2010
TOWN BOARD SPECIAL MEETING

(Cont.)

This work will be undertaken for a fixed fee of \$4,000/month, and will be included in the monthly Cleary Consulting invoice, as a separate work task.

Cleary Consulting is prepared to begin providing engineering consulting services to the Town of Carmel immediately, and will terminate said services upon written notification by the Town Board and/or Supervisor.

Authorization to Proceed:

If this proposal is determined to be acceptable as submitted, authorization to proceed shall be indicated by executing the document in the appropriate location below and returning the document to Cleary Consulting for counter-signature.

Kenneth Schmitt
Supervisor

Patrick Cleary, AICP,PP
Cleary Consulting

Supervisor Schmitt explained that Cleary Consulting will be replacing John Folchetti for providing engineering consulting services. He further explained that the Town Board is in the process of interviewing for a permanent fulltime town engineer.

PUBLIC COMMENTS

Jerry Ravnitzky asked if the 2011 Preliminary Budget will be posted on the Town's Web site.

Supervisor Schmitt stated that it will be.

Judy Ravnitzky asked where Cleary Consulting is located.

Councilman Ravallo stated that the company is based out of Long Island.

Supervisor Schmitt added that the firm will provide a presence at Town Hall certain days per week.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Ravallo, seconded by Councilman DiCarlo, with all Town Board members present and in agreement, the meeting was adjourned at 7:29 p.m. to the previously scheduled Work Session.

Respectfully submitted,

Ann Garris, Town Clerk