

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

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 4th day of August, 2021 at 7:06 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Schanil, Councilman Barile, Councilman Lombardi, Councilwoman McDonough and Supervisor Schmitt.

The Pledge of Allegiance to the Flag was observed led by Director of Putnam County Veterans Service Agency Karl Rohde prior to the start of official business. A moment of silence was held to honor those serving in the United States Armed Forces.

Supervisor Schmitt announced that the Town Board met in Executive Session at 6:30 p.m. with Police Chief Anthony Hoffmann regarding a matter of personnel as well as with Highway Superintendent Michael Simone regarding a matter of personnel.

PRESENTATION OF PROCLAMATION - JAMES AND PATRICIA RATHSCHMIDT - UNITED FOR THE TROOPS

Councilman Lombardi presented a Proclamation to James and Patricia Rathschmidt of Mahopac, founders of the non-profit organization “United for the Troops” which provides care packages with essential goods, specialty items, heartwarming cards and letters to the brave men and women of the United States Armed Forces deployed overseas. The Town Board acknowledged their dedicated service and proclaimed them to be “outstanding citizens” and “friends”, and recognized their successful delivery of twenty-five thousand care packages to our troops.

POLICE DEPARTMENT - PERMANENT APPOINTMENT OF CHIEF OF POLICE MADE - ANTHONY HOFFMANN

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: Councilman Schanil
Seconded by: Councilwoman McDonough, Councilman Lombardi,
Councilman Barile and Supervisor Schmitt

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

Supervisor Schmitt explained that Police Chief Anthony Hoffman was appointed provisionally in December of 2020 and recently went on to rank number one on his corresponding Civil Service examination. The Town Board members extended their congratulations to Chief Hoffmann.

SETTLEMENT OF LITIGATION AUTHORIZED - “LAZIO, LLC V. THE TOWN OF CARMEL” - TM #44.17-1-14

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 Glenn Droese, Town Assessor and special counsel Gregory L. Folchetti, both of whom have recommended approval of the proposed settlement;

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(Cont.)

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: Councilwoman McDonough
Seconded by: Councilman Lombardi

| Roll Call Vote | YES | NO |
|-------------------|-----|----|
| Robert Schanil | X | |
| Michael Barile | X | |
| Frank Lombardi | X | |
| Suzanne McDonough | X | |
| Kenneth Schmitt | X | |

| | 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. | | | | |

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HIGHWAY SUPERINTENDENT MICHAEL SIMONE - ATTENDANCE AT NEW YORK STATE ASSOCIATION OF TOWNS SUPERINTENDENT OF HIGHWAYS CONFERENCE AUTHORIZED - 9/28/2021 THROUGH 10/1/2021

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: Councilman Lombardi
Seconded by: Councilwoman McDonough, Councilman Schanil and Councilman Barile

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

HIGHWAY DEPARTMENT - PURCHASE OF EQUIPMENT AUTHORIZED - BACKUP TRANSFER CASE - DUTCHESS COUNTY TRUCK PARTS - NOT TO EXCEED \$12,900.01

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: Councilman Barile
Seconded by: Councilman Schanil

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

“MICHELLE GERVASI V. PLANNING BOARD OF THE TOWN OF CARMEL” - SPECIAL COUNSEL APPOINTED - JOSHUA MARTIN

RESOLVED, that the Town Board of the Town of Carmel, hereby appoints Joshua Martin, Carmel, NY 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.

(Cont.)

Resolution

Offered by: Councilman Schanil
Seconded by: Councilwoman McDonough and Councilman Barile

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

Supervisor Schmitt explained that the litigation referenced above relates to an Article 78 filed against the Planning Board by Michelle Gervasi in connection with a bond return. He stated that both Legal Counsel Gregory Folchetti and Legal Counsel Joseph Charbonneau recused themselves and that hamlet of Carmel attorney Joshua Martin is well qualified to represent the Town in this matter.


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 - AUTHORIZED

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: Councilman Schanil
Seconded by: Councilwoman McDonough, Councilman Lombardi, Councilman Barile and Supervisor Schmitt

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

original 

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

(Cont.)

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.

(Cont.)

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).

(Cont.)


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]

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TOWN OF CARMEL



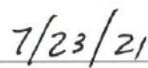
Michael Barile
Town Councilman



Date 7/22/21

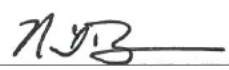


Robert F. Schanil, Jr.
Town Councilman

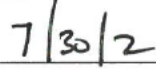


Date 7/23/21

TOWN OF CARMEL POLICE BENEVOLENT
ASSOCIATION



Neil Brown
President



Date 7/30/21

4

Supervisor Schmitt acknowledged Town Board liaisons to the Police Department Councilman Barile and Councilman Schanil for their efforts in connection with the collective bargaining negotiations. He added that this is an excellent eight-year contract.

POLICE DEPARTMENT - ENTRY INTO AGREEMENT WITH VILLA BARONE HILLTOP MANOR, INC. FOR THE PROVISION OF TRAFFIC CONTROL SERVICES - AUTHORIZED

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: Councilwoman McDonough
Seconded by: Councilman Schanil and Councilman Lombardi

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(Cont.)

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

Prior to the roll call vote, Supervisor Schmitt explained that the Putnam County Sheriff’s Department had been assisting pedestrians and valet drivers navigate Route 6 at the Villa Barone Hilltop Manor for many years. However, when their agreement was recently terminated, the operators of the event venue contacted the Town Board and asked them to consider allowing the Carmel Police Department provide the traffic control service. The Town Board discussed the matter with Police Chief Hoffmann and he recommended entering into the agreement out of an abundance of caution for public safety.

Supervisor Schmitt further explained that there will be no cost to the taxpayers for this service. Villa Barone Hilltop Manor, Inc. will reimburse the Town \$125 per hour per uniformed officer. This covers the actual cost of the officer’s salary and benefits as well as the use of a marked car. They will also be providing insurance certificates.

Councilman Barile pointed out that this type of agreement is not exclusive to Villa Barone Hilltop Manor, Inc. The service can be provided to other venues as well.

PUBLIC COMMENTS - AGENDA ITEMS

Erin Crowley, Mahopac resident, expressed her concerns with regard to the agreement with Villa Barone Hilltop Manor, Inc. She commented that the termination of the agreement between the Putnam County Sheriff’s Department and the Villa Barone Hilltop Manor, Inc. was politically motivated.

Councilman Barile agreed that it was politically motivated. He stated, however, that the issue was between the Putnam County Legislature and the Putnam County Sheriff. He explained that the Town Board entered into the agreement to ensure the safety of the residents of the Town. Discussion ensued.

PUBLIC COMMENTS - OPEN FORUM

Ms. Crowley commented on the litter she observed at the recent Farmer’s Market in Mahopac and suggested that since State law bans single-use plastic bags, the vendors be asked to refrain from using them.

TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS

Supervisor Schmitt referenced a personnel item discussed by the Town Board earlier in Executive Session. Employee #1602 has been out recovering from a serious illness and Supervisor Schmitt explained that he is scheduled to retire on August 11, 2021. Because he is short of benefit time, four Highway Department employees have requested authorization to donate a total of three and one-half days which will allow the employee to remain out sick until the effective date of his retirement. Discussion held resulted in the addition of the following resolution.

HIGHWAY DEPARTMENT - DONATION OF SICK TIME AND/OR PERSONAL TIME BY EMPLOYEES AUTHORIZED

RESOLVED, that the Town Board of the Town of Carmel hereby accepts and approves the donation of sick time and/or personal time to Employee #1602 from the following Town of Carmel Employees:

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Employee #2558 - 8 Hours - Sick
Employee #1496 - 8 Hours - Sick
Employee #2996 - 8 Hours - Sick
Employee #1699 - 4 Hours - Personal

Resolution

Offered by: Supervisor Schmitt
Seconded by: Councilman Lombardi and Councilwoman McDonough

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

TOWN BOARD MEMBER COMMENTS - OPEN FORUM

Councilman Lombardi announced that the Town Board will be holding their next meeting on August 11, 2021.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilwoman McDonough, with all Town Board members present and in agreement, the meeting was adjourned at 7:45 p.m.

Respectfully submitted,

Ann Spofford, Town Clerk