

RED HOOK TOWN BOARD MEETING
September 13, 2022

A meeting of the Town Board of the Town of Red Hook, Dutchess County, New York was convened in public session and by ZOOM videoconference at the Town Hall, 7340 South Broadway, Red Hook at 7:30 p.m. as

Present:	Supervisor Robert McKeon Councilmember William Hamel Councilmember Christine Kane Councilmember Julia Solomon Town Clerk Deanna Cochran
Absent:	Councilmember Jacob Testa
Also Present:	Attorney for the Town Christine Chale Esq. Ryan Morrison from Tighe & Bond

Supervisor McKeon opened with the Pledge of Allegiance and reviewed the agenda.

SUPERVISOR’S REPORT: The Supervisor’s Report for the period of August 1, 2022 to August 31, 2022 was read as follows: Opening Balance - \$9,737,210.72; Receipts - \$519,671.05; Disbursed - \$780,694.63; Balance - \$9,476,187.14 Supervisor McKeon reviewed the variance reports and budget adjustments.

On a motion of Councilmember Hamel seconded by Councilmember Kane to approve the Supervisor’s report and budget adjustments.

Adopted	Ayes 4	McKeon, Hamel, Kane, Solomon
	Nays 0	

TOWN CLERK’S REPORT: The Town Clerk’s report for the period August 1, 2022 to August 31, 2022 was read as follows: Total Local Shares remitted to the Supervisor - \$6,719.93; Amount remitted to NYS Ag. & Markets - \$30.00; Amount remitted to NYS Dept. of Health for Marriage Licenses - \$180.00; Amount remitted to NYS Environmental Conservation Dept - \$1653.07; Total State, County, and Local revenues \$8,583.00
Vouchers 29458-29554 were processed in August, 2022.

On a motion of Councilmember Solomon seconded by Councilmember Kane to approve the Town Clerk’s report and Vouchers.

Adopted	Ayes 4	McKeon, Hamel, Kane, Solomon
	Nays 0	

Approve Amendments to Collective Bargaining Agreement
Supervisor McKeon explained the amendments to the contract with the Highway Department which includes the rehiring of an employee and an increase in wages for the existing employees.

SIDE LETTER OF AGREEMENT
BETWEEN THE TOWN OF RED HOOK AND
THE UNITED PUBLIC SERVICE EMPLOYEES UNION

WHEREAS, the United Public Service Employees Union (hereinafter the “Union”) and the Town of Red Hook (hereinafter the “Town”) are parties to a Collective Bargaining Agreement covering the period from January 1, 2021 to December 31, 2023 (hereinafter “CBA”); and

WHEREAS, Raymond Casivant (“Mr. Casivant”) was previously employed by the Town as a Motor Equipment Operator (“MEO”); and

WHEREAS, due to a reduction in force, Mr. Casivant was laid off from his position as an MEO on June 3, 2020; and

WHEREAS, after Mr. Casivant was laid off from his position as an MEO, the Union and the Town entered into the CBA, which provides for certain terms and conditions of employment based upon an employee’s date of hire; and

WHEREAS, the Town has rehired Mr. Casivant as an MEO; and

WHEREAS, the parties have entered into discussions regarding certain terms and conditions that will apply to Mr. Casivant;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Union and the Town as follows:

1. The parties agree as follows:

- a. Notwithstanding any language in Article 7, Section A of the CBA to the contrary, Mr. Casivant shall receive the \$1,500.00 signing bonus set forth therein.
- b. For the purposes of Article 11 of the CBA, Mr. Casivant shall accrue vacation days based upon a hire date of October 24, 2016, notwithstanding the break in service due to his lay off on June 3, 2020.
- c. Notwithstanding any language in Article 8 of the CBA to the contrary, should Mr. Casivant elect coverage under the Town’s health insurance plan, his required employee contribution shall be equal to the contribution rate applicable to employees who were current employees of the Town as of the date of ratification the CBA (i.e., 13% in 2022 and 17% in 2023).
- d. Notwithstanding any language therein to the contrary, the provisions of Article 21 of the CBA applicable to employees who were current employees of the Town as of the date of ratification the CBA shall also apply to Mr. Casivant (i.e., eligibility for retiree health insurance and employee contribution rates for retiree health insurance).

2. The parties agree that neither this Side Letter of Agreement, nor the terms and conditions set forth herein, shall constitute a precedent with respect to any other bargaining unit members and/or for any other purpose whatsoever.
3. This Side Letter of Agreement is subject to ratification and approval by the Town Board.

**MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF RED HOOK AND
THE UNITED PUBLIC SERVICE EMPLOYEES UNION**

WHEREAS, the United Public Service Employees Union (hereinafter the “Union”) and the Town of Red Hook (hereinafter the “Town”) are parties to a Collective Bargaining Agreement covering the period from January 1, 2021 to December 31, 2023 (hereinafter “CBA”); and

WHEREAS, the parties have entered into discussions regarding making a one (1) time only adjustment to bargaining unit members’ hourly rates;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Union and the Town as follows:

1. The parties agree that effective September __, 2022, the following bargaining members shall receive a one (1) time increase to their hourly rate in the amount of \$2.50:
 - a. Steve Cegleka
 - b. Rob Feller
 - c. John Gardinier
 - d. Mike Miller
 - e. Rob Taylor
2. The parties agree that the one (1) time increase set forth in Paragraph 1 above is in addition to, and not in lieu of, any other increases set forth in the CBA.
3. The parties agree that the salary increases provided herein are being provided on a one (1) time only basis and that this Memorandum of Agreement, and the terms and conditions set forth herein, shall not constitute a precedent with respect to bargaining unit members’ entitlement to salary adjustments/increases at any other time and/or for any other purposes whatsoever.

4. This Memorandum of Agreement is subject to ratification and approval by the Town Board.

Draft Engineering Study- Forest Park Drainage

Ryan Morrison, from Tighe & Bond, gave a presentation regarding the Forest Park Drainage. He reviewed the drainage system inventory, the base map, and the results from the community surveys as well as the two hydrologic studies that were conducted based on these findings. Ryan Morrison also reviewed the proposed projects that focused on Shady Lane and Appletree Drive.

Councilmember Kane asked if the estimates from Tighe & Bond included engineering or bidding costs. Ryan Morrison confirmed that the estimates only included the cost of the contractor to construct the project and did not include any figures for engineering or bidding.

Councilmember Solomon asked if Tighe & Bond have recommendations for phasing these projects. Ryan Morrison answered that it is possible to do that, and there is an opportunity to rethink this project to approach it in stages.

Attorney Chris Chale asked about additional residential improvements that were identified outside of the road system. She clarified that these areas could be privately improved by the property owners, or collectively the neighbors could petition the Town to create a drainage district. In that event, a further engineering study would have to be conducted in order to pursue that process.

Attorney Chris Chale asked for clarification of certain areas that could have been designed as drainage areas. Ryan Morrison answered there were two areas identified as low-lying areas that were indicated at one time to be storm water infrastructure however, over time they have been overgrown.

CORRESPONDENCE: Highway Superintendent Theresa Burke requested an RFP for private companies to plow for certain areas of the Town. This will be further discussed at the next Town Board meeting on September 28, 2022.

ANNOUNCEMENTS: Hardscrabble Day will be held Saturday September 17, 2022, starting at 10:00am with music from 4:30pm-10:00pm. For more information, please visit www.hardscrabbleday.org

Tivoli Street Painting Day will be on September 24, 2022, with a rain date on October 1, 2022.

On a motion by Supervisor McKeon seconded by Councilmember Kane to adjourn the meeting

Adopted

Ayes 4

McKeon, Hamel, Kane, Solomon

Nays 0