

TOWN OF BEEKMAN TOWN BOARD
Minutes for Tuesday December 12, 2023

The Town of Beekman Board met for a regular TOWN BOARD meeting on Tuesday December 12th, 2023. The meeting was called to order by Supervisor Covucci at 7:00PM. The following members were present: Supervisor Mary Covucci, Councilman Stiegler, Councilman Battaglini, and Councilwoman Sharon Wohrman was absent.

Also present were the Town Clerk – Laureen Abbatantuono

Supervisor Covucci led the Pledge of Allegiance. Supervisor Covucci pointed out the emergency exits and called for a moment of silence for all those who have served our Country.

Supervisor Covucci went over the Agenda items

Public Comments on Agenda items: Len Jerram 112 Beyer Drive, made comments on Resolution #'s, 4, 5 and 6.

Other Town Board Business: NONE

Public Comments: Len Jerram 112 Beyer Drive, thanked Congressman Ryan for coming to Beekman Recreation for a question and answer session, Beekman Baptist Church will have a Christmas Eve mass at 7:00PM. Bill Crain 254 Gardner Hollow Road, thanked Councilman Stiegler for his years of service dedicated to the Town Board, December 23rd @ 2:00PM there will be caroling with the animals at Safe Haven Farm Sanctuary located at 254 Gardner Hollow Road.

Supervisor Covucci wished everyone a Happy Hanukkah

Supervisor Covucci made a motion at 7:19PM to adjourn the Town Board meeting, seconded by Councilman Stiegler.

Respectfully Submitted by Town Clerk
Laureen Abbatantuono
13th, December 2023

Laureen Abbatantuono

TOWN OF BEEKMAN
TOWN BOARD MEETING AGENDA
December 12, 2023

7:00 PM

- Meeting called to order
- Pledge of Allegiance
- Administrative Announcement--Fire Exits

REGULAR TOWN BOARD MEETING

- Supervisor Comments
- Public comment on Agenda Items and Resolutions

RESOLUTIONS

1. Acceptance of November 28, 2023 Minutes
2. DCSPCA Contract Renewal
3. Appointment to the Board of Assessment Review
4. Rescind Alaina Drainage District Capital Project
5. Refinish Floors at Community Center
6. Inclement Weather Policy
7. Payment of Claims

- Other Town Board Business
- General Board Comments
- General Public Comments
- Next Town Board Meetings:
 - Regular Town Board Meeting: Tuesday, December 19, 2023 at 7:00 PM
 - Reorganizational Meeting: Wednesday, January 3, 2024 at 6:00 PM

*AGENDA SUBJECT TO CHANGE

RESOLUTIONS MAY NOT HAVE BEEN AVAILABLE AT TIME OF PUBLICATION

RESOLUTION NO. 12:12:23-1
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the November 28, 2023 Town Board Meeting to all members of the Beekman Town Board; and

WHEREAS, Town Board members have had the opportunity to review said minutes;

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby accepts the minutes of the November 28, 2023 Town Board Meeting.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	ABSENT
Supervisor Covucci	AYE

Dated: December 12, 2023

RESOLUTION NO. 12:12:23-2

RE: APPROVE RENEWAL OF DUTCHESS COUNTY SPCA CONTRACT FOR ANIMAL CONTROL SERVICES AND HOUSING FOR THE YEAR 2024

WHEREAS, the Town of Beekman is required, pursuant to the New York State Agricultural and Markets law, to employ an animal control officer; and

WHEREAS, in the absence of an animal control officer, the Town is permitted to contract for the required services; and

WHEREAS, the Town of Beekman also requires a location to house, shelter, and care for stray and lost dogs, which service is now performed by Dutchess County SPCA; and

WHEREAS, in order to comply with the Agricultural and Markets Law, the Town is desirous to renew their agreement with the Dutchess County SPCA for Animal Control Services and as a location to house, shelter, and care for stray and lost dogs; and

WHEREAS, Dutchess County SPCA has submitted a proposal for the renewal of said services, for the coming calendar year, which proposal the Board finds to be reasonable; and

WHEREAS, the Town Attorney has reviewed the agreement with the Dutchess County SPCA,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into an agreement, as attached, with Dutchess County SPCA for animal control services and to house, shelter, and care for stray dogs in the Town of Beekman at an amount not to exceed an annual amount of \$16,547.00, and a monthly amount \$1,378.92.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Woehrman	ABSENT
Supervisor Covucci	AYE

Dated: December 12, 2023

RESOLUTION NO. 12:12:23-3
RE: APPOINT MEMBERS TO THE BOARD OF ASSESSMENT REVIEW

WHEREAS, the Town Board will make appointments to the various boards;

NOW, THEREFORE, BE IT RESOLVED, that the following appointment be made:

Reappoint Maria Rodriguez to the Board of Assessment Review with a term to expire September 30, 2028

BE IT FURTHER RESOLVED, that all appointments are contingent upon completion and submission of the Disclosure of Interest Statement pursuant to Chapter 19-9 of the Town Code, unless already on file and the information has not changed; and

BE IT FURTHER RESOLVED, that all appointees shall file their Oath of Office with the Town Clerk of the Town of Beekman prior to serving their term.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN LEMAK

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	ABSENT
Supervisor Covucci	AYE

Dated: December 12, 2023

RESOLUTION NO.12:12:23-4
RE: RESCIND ALAINA DRAINAGE DISTRICT CAPITAL PROJECT CREATION

WHEREAS, the Town Board of the Town of Beekman created the Alaina Drainage District Capital Project in Resolution 05:09:23-7, and

WHEREAS, the Town has been notified that the costs for the Buy In and site work are cost prohibitive for the developer to over \$400,000,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board rescinds the Creation of the Drainage District Capital Project Fund of \$130,000 with all costs to date to be the responsibility of the developer.

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN BATTAGLINI

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	ABSENT
Supervisor Covucci	AYE

Dated: December 12, 2023

RESOLUTION 12:12:23-5
RE: AUTHORIZING RE FINSHING THE FLOOR AT THE REC CENTER

WHEREAS, the wood floor in the Recreation Park Community Center is in need of some repair due to water damage and continued usage; and

WHEREAS, the wood floor needs to be refinished as well; and

WHEREAS, three proposal have been received and reviewed in accordance with the Town's Procurement Policy;

NOW, THEREFORE BE IT RESOLVED, that the proposal submitted by Mr. Sandless in the amount of \$5,300.00 to repair any damaged flooring and refinishing the floor in the Community Center is hereby accepted in an amount not to exceed \$5,300.00.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN LEMAK

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	ABSENT
Supervisor Covucci	AYE

Dated: December 12, 2023

RESOLUTION NO. 12:12:23-6
RE: INCLEMENT WEATHER POLICY

BE IT RESOLVED, that the Supervisor shall be the individual named to execute the inclement weather policy. In her absence, the Deputy Supervisor or Town Clerk are the designees to execute the policy, and that all of the following radio stations will be notified of delayed openings or early closings:

Pamal Broadcasting which includes WSPK (104.7), WHUD, (100.7), WXPB (107.1), WBPM (92.9/96.5), WGHQ (92.5), WBNR (1260AM) and the Cumulus of the Hudson Valley stations; and

BE IT FURTHER RESOLVED, that notification of delayed openings or early closings can be accessed at:

HUDSONVALLEYCLOSINGS.com,

WPDH.COM,

WRRV.COM,

943LITEFM.COM,

HUDSONVALLEYCOUNTRY.COM, &

HUDSONVALLEYPOST.COM.

and on the main page of the Town of Beekman website.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Woehrman	ABSENT
Supervisor Covucci	AYE

Dated: December 12, 2023

RESOLUTION NO. 12:12:23-7
RE: PAYMENT OF CLAIMS

WHEREAS, the Bookkeeper has audited and approved claims pursuant to Sect. 119 of Town Law as set forth in the attached abstracts; be it

RESOLVED, that the payment, therefore, is hereby authorized as follows:

Claims to be paid from the A-General Fund	\$ 113,851.42
Claims to be paid from the DA-Highway Fund	\$ 32,185.24
Claims to be paid from the SS-Dover Ridge Sewer Fund	\$ 3,514.45
Claims to be paid from the SW-Dover Ridge Water	\$ 920.13
Claims to be paid from the T-Trust & Agency Fund	\$ 4,117.12
Claims to be paid from the H-Capital Fund	<u>\$ 177,182.00</u>
	<u>\$ 331,770.36</u>

Payroll #25 Paid on 12/07/23

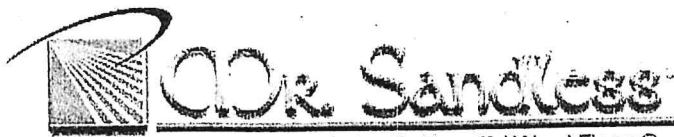
General Fund	\$ 34,260.27
Highway Fund	<u>\$ 22,577.34</u>
	<u>\$ 56,837.61</u>

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN LEMAK

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	ABSENT
Supervisor Covucci	AYE

Dated: December 12, 2023



The Quick No Sanding Solution To Beautiful Wood Floors®
Each location is independently owned & operated.

ESTIMATE

ESTIMATE #: 211974

DATE: 09/22/2023

Hardwood Floor Solutions LLC 845-831-4595
24 Morris Dr., Newburgh, New York, 12550

TO

Gina Snider / Town of Beekman Recreation Center
20 Recreation Center Rd. Hopewell Jct. NY 12570
8452275783

DESCRIPTION OF WORK

Sandless
Perform sandless process on recreation room floor, 60'x40'; color to be selected by Management. Option for sand, stain and seal with 3 coats of sealer and 1 topcoat in satin.

ITEMIZED COSTS

ITEM	QTY	UNIT PRICE	AMOUNT
Sandless Floor Refinish	1	5300	5300
Sand, Stain & Seal	1	8800	8800

Pick 1

Thank you for your business!

TOTAL ESTIMATE \$

~~14100~~

Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

See attached notes

Gina Snider

From: Billy Irizarry <hudson-valley@mrsandless.com>
Sent: Wednesday, September 27, 2023 9:34 AM
To: Gina Snider
Subject: Fwd: Estimate for Gina Snider / Town of Beekman Recreation Center
Attachments: estimate.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Gina,

It was a pleasure to meet you yesterday, glad we could catch up in person. To reiterate the Sandless option:

- The wax currently on the surface can be removed without sanding the floor.
- You have the option of changing the floor color or keeping it natural.
- The entire process will take 2-3 days and can be walked on when complete.
- We are including one case (4gallons) of floor cleaner that will be used to maintain the floors.
- Regardless of your selection (Sandless or Sand, Stain and Seal) you will receive a 5 year warranty against chipping, peeling, and yellowing.

Thank you for your patience during this process, we appreciate the opportunity.

All the Best,
Billy Irizarry
Mr. Sandless Hudson Valley

ESTIMATE

ESTIMATE #: 211974

DATE: 09/22/2023

Hardwood Floor Solutions LLC 845-831-4595
24 Morris Dr., Newburgh, New York, 12550

TO

Gina Snider / Town of Beekman Recreation Center
20 Recreation Center Rd. Hopewell Jct. NY 12570
8452275783

DESCRIPTION OF WORK

Sandless
Perform sandless process on recreation room floor, 60'x40'; color to be selected by Management. Option for sand, stain and seal with 3 coats of sealer and 1 topcoat in satin.

ITEMIZED COSTS

QTY
UNIT PRICE

ITEM

Wingdale, NY, 12594

(518) 697-9993

Hugo Bolon Bolon Home Improvements

Estimate

For: Beekman Rec
beekmanrec@townofbeekmanny.us
29 Recreation Rd
Hopewell Junction, NY, 12533-5523
(845) 227-5783

Estimate No: 1
Date: 09/12/2023

Description	Quantity	Rate	Amount
Floor refinishing Approx 2946 square feet- needs sanding, staining and new poly Price below is \$4.08/ per square foot	2,946	\$4.08	\$12,019.68
	Subtotal		\$12,019.68
	Discount		-\$19.68
	Total		\$12,000.00

Total \$12,000.00

Comments

Half of total cost is due before the start of the project to secure the job. Insurance certificate will be provided to the client prior to start of the job. Please feel free to negotiate cost, this quote is with using oil based products to give floor finish a longer life but water based products are also available and may reduce cost. Signed contract must be completed before start of project

9/11/23, 10:03 AM

Estimate 0000142 from Hardwood Floors by Fabian

ESTIMATE

Hardwood Floors by Fabian
8 Rosilia Lane
Fishkill NY 12524

Diana Plastina
31 Recreation Center Rd
Hopewell Junction NY 12533

Estimate # 0000142

Estimate Date 09/08/2023

Item	Description	Unit Price	Quantity	Amount
Service	Sanding and refinishing large Event Hall and apply three coats of a Heavy Duty Finish	3.50	2869.00	10,041.50
Subtotal				10,041.50
+ Tax (8.125%)				815.87
Total				10,857.37
Amount Paid				0.00
Estimate				\$10,857.37

DOG CONTROL AND HOUSING SERVICES AGREEMENT

THIS AGREEMENT, made this 13 day of December 2023 and

between DUTCHESS COUNTY SPCA,

A New York Not-For-Profit Corporation

Having an address of 636 Violet Avenue, Hyde Park, New York 12538

Hereinafter referred to as "DCSPCA"

And

THE TOWN OF BEEKMAN,

Having an address of 4 Main Street, Poughquag, New York 12570

A municipal corporation

Hereinafter referred to as "TOWN"

WHEREAS, the TOWN, pursuant to Article 7 of the Agriculture and Markets Law of the State of New York, has certain obligations relative to dog control; and

WHEREAS, the TOWN, pursuant to §114 of Article 7 of the Agriculture and Markets Law of the State of New York, has the ability to contract for dog control services; and

WHEREAS, the DCSPCA wishes to enter into a contract to provide dog control and housing services as herein outlined with the TOWN;

WHEREAS, pursuant to Agriculture and Markets Law Article 7, §117, dogs seized by a dog control officer (hereinafter referred to as "DCO") are required to be properly fed and watered during the applicable redemption period; and

WHEREAS, DCSPCA maintains a kennel for boarding dogs and other animals at its office located at 636 Violet Avenue, Hyde Park, New York 12538; and

WHEREAS, the TOWN wishes to contract with the DCSPCA to provide shelter for dogs seized by the DCO upon terms and conditions hereinafter set forth

NOW, THEREFORE, it is hereby agreed by and between DCSPCA and the TOWN as follows:

- 1) **RECITATION INCORPORATED:** These recitations above set forth are incorporated in this Agreement as if fully set forth and recited herein.
- 2) **TERM OF AGREEMENT:** This agreement shall become effective January 1, 2023, and shall continue until December 31, 2023.

December 31, 2024

January 1, 2024

SERVICES: DCSPCA hereby agrees to provide dog control services, not including licensing, which shall remain the responsibility of the TOWN, as required by Article 7 of the Agriculture and Markets Law of the State of New York. The TOWN shall pay the DCSPCA an annual sum of SIXTEEN THOUSAND SIXTY-FIVE FIVE HUNDRED FORTY SEVEN DOLLARS (\$16,547~~065~~) for dog control services, in monthly installments of \$1,378.~~9238-75~~, not including additional fees related to court appearances or housing, which will be billed to the TOWN on a monthly basis.

Services include the following:

- A. Respond to complaints of nuisance, dangerous dog and/or dog bites, or stray dogs, seven (7) days a week during the hours of 9:00 am to 5:00 pm. Respond on the next day for all complaints received outside of business hours (9am to 5 pm) the previous day.
- A.B. If there is a complaint after 5:00 pm, the DCO may be contacted for emergencies; however, it is to the discretion of the DCO to determine if an exigent situation exists and needs to be handled immediately, or if the situation will be addressed the following day. Each instance of the DCO being dispatched will be an additional fee of \$100 per occurrence.
- B.C. Provide on-call emergency service which includes on-scene assistance and/or telephonic consultation. *This service is limited to instances in which a dog appears to be highly vicious or in a life-threatening situation, as determined by DCSPCA Dog Control.* This contract allows for an unlimited number of emergency service calls during business hours of 9:00 am to 5:00 pm and up to three (3) emergency service calls after 5:00 pm to 9:00 am per month. Any/all additional after hour emergency service calls, originating from the TOWN, will be charged at a rate of \$50.00 for telephone consultation and \$100.00 for on-scene assistance.
- C.D. Capture stray dogs and scan each dog for a microchip and try to locate the owner.
- D.E. Pursuant to court ordered seizure for pending "dangerous dog" hearing, seize dog and transport to DCSPCA for boarding.
- E.F. Pick up injured dogs and transport for emergency veterinary care to the DCSPCA medical facility, or if the injuries are beyond the capabilities of the DCSPCA medical facility, to a community-based veterinarian of the DCSPCA's choosing. If the dog is transported to a community-based veterinarian, all expenses related to such care will be the responsibility of the owner. If there is no owner or said dog is not redeemed by the owner, said costs to attempt to stabilize the dog's health shall be borne by the TOWN. Costs beyond emergency care to stabilize the dog's health will be borne by the DCSPCA.
- F.G. Maintain records for all services provided to meet all Town, County and State requirements. As per the requirements of the Agriculture and Markets Law of New York State, all records will be readily available to town.
- G.H. Issue tickets for violations of local ordinances, including unlicensed dogs, and NYS Animal Control Law that are discovered in the course of animal control investigations.
- H.I. Attend all court appearances for animal control violations and/or dangerous dog cases scheduled to take place within normal business hours (9:00 am - 5:00 pm).
- H.J. Attend all court appearances for animal control violations and/or dangerous dog cases scheduled to take place after normal business hours (5:00 pm or later) for an additional fee of \$100.00 per case, per appearance.

- J.K. _____ Notify the TOWN regarding any/all known or suspected rabid animals.
- K.L. _____ Submit to the TOWN a monthly report of the number of calls received and responded to, number of animals seized, number of dog bite cases, number of dangerous dog cases, and number of violations cited. Any other pertinent details concerning the DCSPCA's fulfillment of the role of dog control officer shall also be included on this report.
- L.M. _____ All boarding fees and medical expenses shall be paid to the DCSPCA. All fines and fees collected for dog impound redemption and any violations of the TOWN'S Dog Control Laws shall be paid to the TOWN.
- M.N. _____ Provide notice to owners, per Article 7 of the Agriculture and Markets Law of New York State, of identified dogs that are seized.
- N.O. _____ ~~If there is a complaint after 5:00 pm, the DCO may be contacted for emergencies; however it is to the discretion of the DCO to determine if an exigent situation exists and needs to be handled immediately, or if the situation will be addressed the following day. Each instance of the DCO being dispatched will be an additional fee of \$100 per occurrence.~~

3) BOARDING: DCSPCA hereby agrees to provide boarding, which includes shelter, food and water, as required by the Law for the following dogs:

- A. Any and all dogs running at large, seized by the DCO as outlined by the Agriculture and Markets Law Article 7, §117 (1) & (2); and
- B. Any and all dogs who have been seized by a court order pending a "dangerous dog" hearing, as outlined by the Agriculture and Markets Law of the State of New York, Article 7 §123 (2),
- C. All dogs seized by the DCO shall be delivered to the offices of the DCSPCA at 636 Violet Avenue, Hyde Park, New York 12538.

4) HOLDING PERIOD: In order to provide the owners a reasonable time period in which to reclaim their seized dog, the DCSPCA and the TOWN agree to the following:

- A. For dogs running at large (unidentified):
 - a. Upon seizure of a dog, and delivery to the offices of DCSPCA, the DCSPCA shall provide notice to the owner of record of such dog of the facts of seizure and the procedure for redemption in accordance with the requirements of Agriculture and Markets Law Article 7, §177(6). The DCSPCA shall maintain records of the giving of such notice and shall provide such records to the TOWN upon request.
 - b. The DCSPCA is responsible for notifying the owner of the seizure, as per the Agriculture and Markets Law Article 7 §117(6).
 - c. Dogs that are not appropriately identified, as outlined by the Agriculture and Markets Law Article 7, §117 (4), will be held for five (5) business days from the date they enter the shelter.
 - d. Dogs that are appropriately identified, as outlined by the Agriculture and Markets Law Article 7, §117(6), will be held for a maximum of nine (9) business days from the date they enter the shelter.
 - e. The DCSPCA boarding fee shall be **FIFTY DOLLARS (\$50.00)** per day. The first day is charged upon admission to the shelter and each subsequent day is calculated upon the dog being on the DCSPCA

- property at 12:00 pm each day.
- f. For dogs that are reclaimed by their owner, the owner will be required to pay the boarding fees to the DCSPCA. If the owner is unable to pay the boarding fees, DCSPCA will determine whether to release the dog on a case-by-case basis.
 - g. For dogs that are not redeemed by the owner, the DCSPCA will invoice the TOWN for the boarding fee for the period running from the date of seizure until the expiration of the applicable redemption period.
 - h. Upon expiration of the above stated holding periods, any and all dogs that have- NOT been redeemed by their owner, will become the property of the DCSPCA, as outlined by the Agriculture and Markets Law Article 7, §117 (7-a).
- B. ~~Dogs~~ For dogs seized under a court order pending a “dangerous dog hearing”, as outlined by the Agriculture and Markets Law Article 7, §123 (2), said dogs will be held- for SIXTY FIVE DOLLARS (\$65.00) per day, until final disposition by the court **OR a maximum of fourteen (14) days**, whichever comes first. If the final hearing has not been held by the end of the fourteenth day, the TOWN will be responsible to make alternate arrangements for the housing of said dogs. The DCSPCA may consider continued housing on a case-by-case basis; the rate to be negotiated with the TOWN. If it is agreed by both parties that the dog shall be euthanized, either pursuant to a Court order or otherwise, said costs of euthanasia procedure shall be the responsibility of the TOWN.
- C. For dogs that are being held for a ten-day rabies observation period:
- a. DCSPCA may take ownership of said dog upon expiration of the ten-day rabies holding period if there is no owner to reclaim said dog; or
 - b. If an owner becomes known to the DCSPCA or the TOWN, the owner may reclaim said dog during the ~~rabies~~ ten-day rabies observation holding period if the Dutchess County Department of Health provides written approval of the dog’ release to its owner.

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5) RECLAIM/REDEMPTION OF DOGS:

- A. All owners will be informed by the TOWN and DCSPCA of the necessary documentation and redemption, license and/or other fees to be paid in order to reclaim their dog as well as the process to accomplish this task. The DCSPCA shall provide such information to the owner as part of its notice given pursuant to Paragraph 4 (A) (b) of the agreement.
- B. Upon payment of all TOWN fees, the TOWN will issue a license tag and certificate for said dog, and a receipt of payment. The owner will be instructed to present this- documentation to the DCSPCA in order to reclaim their dog. The DCSPCA will release the dog after proper documentation has been presented and the owner of the dog has signed the dog’s Agriculture and Markets Department Form DL-18 (or comparable -form).
- C. The DCSPCA shall be available to process reclaims of dogs at its office Monday - Friday, **9:00 am to 4:00 pm**, Reclaims will not be processed on federally observed holidays or in cases of inclement weather that result in DCSPCA closing early.

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6) UNCLAIMED DOG DISPOSITION:

Unclaimed dogs will be evaluated by the DCSPCA staff to determine if a dog’s disposition and temperament will enable it to be adopted. After the stray hold is finished, if the dog is determined to be adoptable, DCSPCA will take ownership of the dog and place it for adoption. If the dog is determined to not be adoptable (i.e. deemed unsafe to release back into the community) after the stray hold is finished, DCSPCA reserves the right to handle the final disposition of said dogs within the mission statement of the DCSPCA. If it is determined that the dog shall be euthanized, either pursuant to a Court order or otherwise, said costs of euthanasia procedure shall be the responsibility of DCSPCA. TOWN shall not be liable for determinations made by the DCSPCA pursuant to this paragraph and the DCSPCA agrees to indemnify and hold harmless the Town with regards to actions arising from said euthanasia determinations.

~~Unclaimed dogs will be evaluated by the DCSPCA staff to determine if a dog’s disposition and temperament will enable it to be adopted. If the dog is determined to be adoptable, it will be placed for adoption by the DCSPCA. If the dog is determined to not be adoptable, the DCSPCA will determine the best option for the dog. The DCSPCA reserves the right to handle the final disposition of dogs determined to be unadoptable within the mission statement of the DCSPCA. If it is determined that the dog shall be euthanized, either pursuant to a Court order or otherwise, said costs of euthanasia procedure shall NOT be the responsibility of TOWN. TOWN shall not be liable for determinations made by the DCSPCA pursuant to this paragraph.~~

7) RABIES VACCINATION:

As outlined by the Agriculture and Markets Law Article 7,- §109 (1) (a), for all dogs that are to be redeemed, the owner must provide proof of a valid TOWN license. As such, the DCSPCA will not release any dog to its owner without proof of the current TOWN license. In the event that the dog is not up-to-date on its rabies vaccination and/or the owner is unable to provide proof of such a vaccine to the TOWN, the DCSPCA will administer a rabies vaccine to the dog prior to redemption and will charge the owner for the cost of this service.

A. Rabies Vaccination:

- a. The fee for the Rabies vaccination shall be **TEN (\$10.00) DOLLARS.**
- b. For dogs that are redeemed by their owner, the owner will be required to pay the vaccine fee to the DCSPCA.
- c. For dogs that are not redeemed by the owner, the TOWN will not be billed for the Rabies vaccination.

8) VETERINARY CARE

- A. For services provided by the DCSPCA Medical Team, the DCSPCA’s usual and customary fees will be applied.
- B. For care that requires services from a community-based veterinarian, the actual fee from the veterinarian will be applied. The DCSPCA will make the determination of which community-based veterinarian will be utilized.
- C. For dogs that are reclaimed by their owner, the owner will be required to pay the veterinary care fees to the DCSPCA. If the owner is unable to pay the medical fees, DCSPCA will determine whether to release the dog on a case-by-case basis.

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- D. For dogs that are not redeemed by the owner, the TOWN will be responsible for DCSPCA administered veterinary care fees incurred to stabilize the dog's health during the redemption holding period.

9) EMERGENCY VETERINARY CARE:

In the event that an impounded dog is determined, by best judgement of the DCSPCA Medical Team and/or Dog Control Officer, to need emergency veterinary care, the DCSPCA will arrange veterinary care for the dog. All expenses related to such care will be the responsibility of the owner. If there is no owner or said dog is not redeemed by the owner, said costs to stabilize the dog's health shall be borne by the TOWN.

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- A. For services provided by the DCSPCA Medical Team, the DCSPCA usual and customary fees will be applied.
- B. For care that requires services from a community-based veterinarian, the actual fee from the veterinarian will be applied. The DCSPCA will make the determination of -which community-based veterinarian will be utilized.
- C. For dogs that are reclaimed by their owner, the owner will be required to pay the medical care fees to the DCSPCA. If the owner is unable to pay the medical fees, the DCSPCA will determine whether to release the dog on a case-by-case basis.
- D. For dogs that are not redeemed by the owner, the TOWN will be responsible for veterinary care fees to stabilize the dog's health. DCSPCA will be responsible for any DCSPCA administered veterinary care fees incurred during the redemption holding- period that go beyond the necessary veterinary care to stabilize the dog's health.

10) INDEMNIFICATION: The DCSPCA shall defend, indemnify and hold the TOWN, its officials, officers and employees harmless from and against all actions, proceedings, claims, damages, liabilities, losses and expenses including, without limitation, reasonable attorney's fees arising out of the wrongful actions or omissions of the DCSPCA. The TOWN shall defend and indemnify and hold the DCSPCA, its officials, officers and employees harmless from and -against all actions, proceedings, claims, damages, liabilities, losses and expenses including, -without limitation, reasonable attorney's fees arising out of the wrongful acts or omissions of- the TOWN.

11) APPLICABLE LAW: This Agreement shall be governed by, construed and enforced in accordance with the laws of New York with regard to conflicts of laws and principles of law.

12) WAIVER: No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for repetition of such or any other breach unless the waiver shall specifically include the same.

13) MODIFICATION: This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both

parties.

14) **NOTICES:** All notices, demands, requests, consents, approvals or other communications (for the purpose of this paragraph collectively called "Notices") required or permitted to be given hereunder to any party to this Agreement shall be in writing and shall be sent overnight delivery service or registered or certified mail, return receipt requested, postage prepaid.

15) **SUCCESSORS and ASSIGNS:** This Agreement shall apply to bind the successors and heirs, administrators and executor of the parties hereto.

16) **ENTIRE AGREEMENT:** This written Agreement, when signed by all parties, forms the entire Agreement between the parties and replaces and supersedes all prior Agreements or undertakings between the parties, if any.

17) **BINDING EFFECT:** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

18) **AUTHORIZATION:** This Agreement was authorized by Resolution of the Town Board of the Town of Beekman, duly adopted at a regular meeting of the Town Board held on the 12 day of December, 2023

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19) **TERMS:** This contract can be cancelled at any time from either party with sixty (60) days written notice.

20) **PAYMENT:** The TOWN shall pay the DCSPCA an annual sum of SIXTEEN THOUSAND FIVE HUNDRED FORTY SEVEN DOLLARS (\$16,547) ~~SIXTEEN THOUSAND SIXTY FIVE DOLLARS (\$16,065)~~ for dog control services. Additional fees related to housing of dogs, veterinary services, after-hours DCO services, after-hours DCO court appearances, which will be billed to the TOWN on a monthly basis. All bills submitted to the TOWN per this Agreement will be paid by the TOWN within thirty (30) days.

21) **NON-ASSIGNMENT:** This contract may not be assigned, and no part or portion may be subcontracted, by the DCSPCA nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Municipality and any attempts to assign this contract without the TOWN's written consent are null and void.

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IN WITNESS WHEREOF, the parties have executed this Agreement in two (2) counter parts, each of which shall constitute an original, the day and year first above written.

DUTCHESS COUNTY SPCA

By: _____

Lynne Meloccaro, Executive Director

Date: _____

TOWN OF BEEKMAN

By: Mary B Covucci

Mary Covucci, Town Supervisor

Date: 12-13-23

