

TOWN OF BEEKMAN TOWN BOARD
Minutes for Tuesday February 28th, 2023

The Town of Beekman Board met for their regularly scheduled meeting on Tuesday February 28th, 2023. The meeting was called to order by Supervisor Covucci at 7:01PM. The following members were present: Supervisor Mary Covucci, Councilman Stiegler, Councilman Battaglini, Councilman Lemak and Councilwoman Sharon Wohrman.

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 this evening's agenda items.

Public Comments on Agenda items Leonard Jerram 112 Beyer Drive, questioned Resolution #3 regarding the settlement how much it will cost the town and if so how much comes out of the budget to pay for the settlement. Supervisor 115,000 will come from the insurance company we will need to pay the deductible. Supervisor Covucci also advised Leonard to bring a FOIL request to the Town Clerk and he will be able to obtain a copy of all of the records pertaining to this case. Resolution # 8, appointment on the new Town Judge, as to her background, etc. Supervisor read letter of interest from Linda Murray.

Resolutions were read by the Town Board members

Other Town Board Business: Supervisor Covucci, Councilman Lemak, the Dutchess County Office for the Aging (OFA) invites veterans of all ages and their families to its Veterans Resource Forum on Tuesday, March 14th at the Pavilion at 34 Brookmeade Drive in Rhinebeck, from 1 to 4 p.m. This free event will offer veterans and their families' important information and connections to various agencies, including the County's Division of Veterans' Services, and service providers. Space is limited; veterans can reserve their seat by calling the OFA at (845) 486-2555.

Representatives from Mental Health America of Dutchess County, Rhinebeck at Home and the County's Department of Behavioral and Community Health's (DBCH) Mental Health Subcommittee are among the participating organizations that will be available to meet with veterans and their families and provide information on a wide range of topics, including mental health resources and veterans' benefits. Attendees will have the opportunity to learn about the services available to them, ask questions and connect with other veterans and their families. (see the attached)

Public Comments: Bill Craine, Gardner Hollow Rd has some concerns with 600 acres of trees that are being removed in the Town of Dover and what it can potentially due to soil erosion in the Town of Beekman. (please see the attached). As per Supervisor Covucci, the Building Inspector

has been looking into it and she too has concerns about the logger exiting through the new Gardner Hollow Bridge.

Leonard Jerram, Beyer Drive mentioned the passing of Beekman resident Bob Seitz. The Town of Beekman sign on CR 7 is unrecognizable and would like to see about getting it changed.

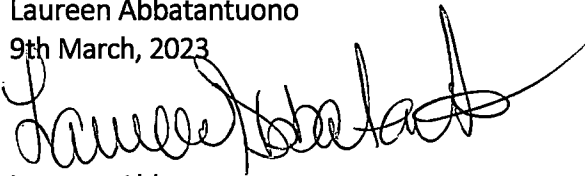
Written Comments: NONE

Supervisor Covucci made a motion at 7:40PM to adjourn the Town Board meeting, seconded by Councilman Stiegler.

Respectfully Submitted by Town Clerk

Laureen Abbatantuono

9th March, 2023

A handwritten signature in black ink, appearing to read 'Laureen Abbatantuono', written in a cursive style.

Laureen Abbatantuono

**BEEKMAN TOWN BOARD
TOWN BOARD MEETING AGENDA
FEBRUARY 28, 2023**

7:00 PM

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

TOWN BOARD MEETING

- Supervisor Comments
- Public comment on Agenda Items and Resolutions

RESOLUTIONS

1. Approval of February 14, 2023 Minutes
2. Approve Agreement of the Expenditure of Highway Monies
3. Settlement re Highway Superintendent
4. Approve Town of Beekman Budget Revision 2022-#12A
5. Appoint members to the Intermunicipal Ethics Committee
6. Update the Credit Card Policy
7. Set Public Hearing for Alaina Estates Drainage District
8. Appointment of Town Justice
9. Approve Town of Beekman Budget Revision 2023-#1
10. Approve TEK Medical Services Contract
11. Approve Entertainment for the Easter Egg Hunt
12. Approve Entertainment for an Event in Town Center Park
13. Approval of Payment of Claims

- Other Town Board Business
- General Board Comments
- **Next Regular Town Board Meeting: Tuesday, March 14, 2023 at 7:00 PM**

***AGENDA SUBJECT TO CHANGE**

RESOLUTION NO.02:28:23-1
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the February 14, 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, that the Town Board hereby accepts the minutes of the February 14, 2023 Town Board Meeting.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: February 28, 2023

RESOLUTION NO. 02:28:23 - 2

RE: APPROVING AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONIES

BE IT RESOLVED, that the Agreement between the Town Highway Superintendent of the Town of Beekman, Dutchess County, New York and the undersigned members of the Town Board. Pursuant to the provisions of Section 284 of the Highway Law, agree that the moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS.** sum of **\$369,865.00** shall be set aside to be expended for primary work and general repairs upon **2.88 miles "5.76 Lane Miles"** out of **135.92 lane miles** of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof.

2. **PERMANENT IMPORVEMENTS:** The following sums shall be set aside to be expended for the "permanent improvement" of Town Highways:

(a) On the road commencing at the intersection of Sterling Drive and leading up onto Gardner Hollow Rd finishing at the pavement end a distance of **.68 miles, "1.36 lane miles" "4780 feet"** there shall be expended not over the sum of **\$113,427.50** for **1185 Tons of Blacktop Width of traveled surface 24 Feet With a Thickness of 1.5"**

(b) On the road commencing at Lime Ridge Road traveling southeast on Lime Ridge Road **4850 feet** ending at State Route 216, a distance of **.92 miles, "1.84 lane miles"** there shall be expended not over the sum of **\$95,298.75** for **1000 Tons of Blacktop Width of traveled surface 24 feet with a Thickness of 1.5"**

(c) On the road commencing at the intersection of Gold Road and Depot Hill Road traveling northwest on Gold Road for a distance of **.46 miles "0.92 lane miles"** for a total of **"2500 feet"** there shall be expended not over the sum of **\$58,000.00** for **620 Tons of Blacktop for a thickness of 1.5"**

(d) On the road commencing at the intersection of State Route 216 and Depot Hill Road traveling East on Depot Hill Road for **4350 feet** ending at the intersection of Carol Lane a distance of **0.82 miles, "1.64 lane miles"**, there shall be expended not over the sum of **\$103,138.75** for **1080 Tons of Blacktop Width of traveled surface 22 Feet with a Thickness of 1.5"**

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: February 28, 2023

RESOLUTION NO. 02:28:23-3

RE: RESOLUTION AUTHORIZING STIPULATION OF SETTLEMENT AND GENERAL RELEASE

WHEREAS, a civil proceeding seeking money damages for an alleged violation of civil rights was commenced in the United States District Court for the Southern District of New York (20-cv-09180 (VB) (PED)) against the Town of Beekman Highway Superintendent, the Town of Beekman Supervisor and the Town of Beekman; and

WHEREAS, the Town of Beekman served an Answer denying any wrongdoing and seeking dismissal of the lawsuit; and

WHEREAS, the matter was dismissed against the Town of Beekman Supervisor, leaving the Town of Beekman Highway Superintendent and the Town of Beekman as remaining parties in the action; and

WHEREAS, to avoid the costs of further litigation, the parties wish to resolve all disputes and claims asserted or which might have been asserted in the lawsuit by means of the Settlement Agreement and General Release.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman hereby authorizes a Stipulation of Settlement and General Release in full satisfaction of this matter against the remaining parties; and

BE IT FURTHER RESOLVED, that the Highway Superintendent has signed the Stipulation of Settlement as a party defendant; and

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the Supervisor to sign the Stipulation of Settlement on the Town's behalf as well as any other documentation as may be necessary to effectuate the purpose and intent of this Resolution and fully settle and resolve the aforementioned pending action.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: February 28, 2023

RESOLUTION NO. 02:28:23-4
RE: APPROVE TOWN OF BEEKMAN BUDGET REVISIONS #2022-12A

WHEREAS, the Town of Beekman's Accounting Office recommends certain budget revisions based on department requests and/or the Accounting Office review and analysis of expenditures or revenues

NOW, THEREFORE, BE IT RESOLVED that the following itemized revisions are approved by the Town of Beekman Town Board identified as Budget Revision Number #2022-12A

Budget Revisions for December 2022 # 2022-12A

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
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*The following Budget Revisions are applied to cover the most recent recording of 2022 Year End Expense Accounts Payable to Various Accounts.

General Fund

2022-12A-01	A-1420-0400	General Counsel #1	938	
	A-1420-0401	General Counsel #2	2,239	
	A-1420-0410	Legal Counsel Defense		5,643
	A-1420-0440	Legal Counsel Labor	12,176	
	A-1110-0101	Justice Court STAFF		20,996
		-Transfer for Additional Accrued Expenses		
2022-12A-02	A-5132-0416	Garage Electric	1,033	
	A-1620-0410	TH Security		1,033
		-Transfer for Additional Accrued Expenses		
2022-12A-03	A-7110-0200	Parks Equipment	15,000	
	A-7111-0200	Rec Center Improvement		15,000
		-Correct Previous Revisions		
2022-12A-04	A-9950-0900	Transfer to Capital Fund	10,000	
	A-9010-0800	State Retirement		10,000
		-Transfer to Alarm Capital Project		

Highway Fund

2022-12A-05	DA-5110-0401	Gasoline	5,219	
	DA-5130-0405	Vehicle Repairs		781
	DA-9030-0800	Social Security		6,000
		-Transfer for Additional Accrued Expenses		

Capital Fund

2022-12A-06	H-9730-0700	BAN Interest expense	8,200	
	H-1620-0400	Town Hall Expense		2,050
	H-5120-0401	Bridge Project Expense		2,050
	H-9901-0900	Transfer Out		4,100
		-Reclass BAN Interest Expense		

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: February 28, 2023

RESOLUTION NO. 02:28:23-5
RE: APPOINT MEMBERS TO THE INTERMUNICIPAL ETHICS BOARD

WHEREAS, on February 14, 2023, the Town of Beekman signed an Intermunicipal Agreement (IMA) with the town of East Fishkill and the Village of Pawling for the formation of a Joint Ethics Board to ensure objective hearings can be held;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Beekman hereby designates the following members to represent the Town of Beekman:

Linda Bloomer	with a term to expire December 31, 2025
Carol Ewin as alternate	with a term to expire December 31, 2025.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: February 28, 2023

**RESOLUTION NO. 02:28:23-6
RE: UPDATE THE CREDIT CARD POLICY**

WHEREAS, The Town of Beekman credit card policy was approved on July 1, 2015; and last modified on May 12, 2020

NOW, THEREFORE, BE IT RESOLVED, that Chapter III, Section B, Paragraph 1 be amended to: The following employees will have authorization to process orders using universal (Visa, MasterCard, Etc.) credit cards:

Supervisor
Deputy Supervisor
Bookkeeper.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: February 28, 2023

RESOLUTION NO.02:28:23-7
RE: SETTING PUBLIC HEARING FOR ALAINA ESTATES DRAINAGE DISTRICT

WHEREAS, the Town Board of the Town of Beekman (the "Town Board" and the "Town", respectively), in the County of Dutchess, New York, has been presented with a petition by JSM Upstate Properties, Inc. ("JSM"), pursuant to Article 12 of the Town Law, to establish a drainage district within the territory described in the petition, which territory is located wholly within the Town (the "Proposed District"), and

WHEREAS, the boundaries of the Proposed District shall incorporate the entirety of the parcel of real property having the tax identification number of 132200-6758-00-642721-0000 and being more particularly described in a deed from Nicolosi Buildings Inc. to JSM Upstate Properties Inc. dated November 21, 2006 and recorded in the Dutchess County Clerk's Office on December 11, 2006 as Document No. 02 2006 9795, and

WHEREAS, a map, plan and report has been prepared by Day Stokosa Engineering P.C., duly licensed engineers of the State of New York (the "Engineers"), describing the general plan for the Proposed District (the "MPR"), with maximum creation costs of \$ to be determined and finalized in subsequent resolutions and

WHEREAS, all costs associated with the creation including construction work and other expenses for the Proposed District shall be paid by JSM so that no expense occasioned by the creation of the Proposed District shall be levied and collected from the land within the District, and

WHEREAS it is projected that the annual maintenance for the Proposed District as a whole shall be Five Thousand Three Hundred Sixty and 00/100 Dollars (\$5,360.00) per year, to be adjusted annually by the Town Board,

NOW, THEREFORE, it is **ORDERED and RESOLVED**, that a meeting of the Town Board of the Town be held at the Town Hall, 4 Main Street, Poughquag, New York 12570, in the Town, on the 14th day of March, 2023 at 7PM to consider said establishment of facilities of the Proposed District and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law; and it is

FURTHER ORDERED and RESOLVED, that the Town Clerk publish at least once in the official newspaper of the Town of Beekman, and hereby designated as the official newspaper of the Town for such publication, and posted on the signboard of the Town, certified by said Town Clerk, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: February 28, 2023

RESOLUTION NO. 02:28:23-8
RE: APPOINTMENT OF TOWN JUSTICE

WHEREAS, the Town Board is desirous in filling the established position of Town Justice vacated by the Resignation of the Honorable John Garito; and

WHEREAS, the Town Board is authorized under Town Law to make appointments and set salaries; and

WHEREAS, the Town Board has had the opportunity to review the resumes of the interested candidates and has held interviews with the candidates

NOW, THEREFORE, BE IT RESOLVED, that Linda Murray is hereby appointed as Beekman Town Justice, performing all the duties and with the authority conferred or imposed by law starting March 1, 2023 at the annual salary as stated in the 2023 Town Budget.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: February 28, 2023

RESOLUTION NO. 02:28:23-9
RE: APPROVE TOWN OF BEEKMAN BUDGET REVISIONS #2023-1

WHEREAS, the Town of Beekman's Accounting Office recommends certain budget revisions based on department requests and/or the Accounting Office review and analysis of expenditures or revenues

NOW, THEREFORE, BE IT RESOLVED that the following itemized revisions are approved by the Town of Beekman Town Board identified as Budget Revision Number #2023-1

Budget Revisions for January 2023 # 2023-1

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
<u>General Fund</u>				
2023-01-01	A-1680-0450	EDP Data Support	4,082	
	A-1680-0200	EDP Equipment		4,000
	A-1680-0400	EDP Expense		82
		-Adjust for New Contract Amount		
2023-01-02	A-1910-0410	Insurance Expense	1,743	
	A-1910-0400	Insurance Premiums		1,743
		-Adjust New Insurance Premiums		
2023-01-03	A-5010-0401	Hwy Office Supplies	524	
	A-5010-0107	Vehicle Stipend		524
		-Remove Supt. Vehicle Stipend		
2023-01-04	A-1010-0107	TB Reserve Comp.	2,000	
	A-1990-0400	Contingent Account	30,000	
	A-9950-0900	Transfer to Capital Fund		32,000
		-Adjust for Actual BAN Interest		
<u>Highway Fund</u>				
2023-01-05	DA-9950-0900	Transfer to Capital Fund	39,000	
	DA-9901-0900	Transfer to Funds		39,000
		-Adjust for Actual BAN Interest		
2023-01-06	DA-9711-0600	Bond Equip Principal	30,000	
	DA-9711-0700	Bond Equip Interest	27,144	
	DA-9950-0900	Transfer to Capital Fund		57,000
	DA-9030-0800	Social Security		144

-Transfer for New Bond Debt

Water Fund

2023-01-07	SW-9710-0600	Bond Principal	10,000	
	SW-9710-0700	Bond Interest	17,344	
	SW-9730-0600	Water BANS		27,344

-Transfer for new Bond Debt

2023-01-08	SW-8340-0400	Repairs	2,000	
	SW-8340-0480	Other Expense	656	
	SW-9730-0600	Water BANS		2,656

Transfer Excess to Accts

Capital Fund

<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>
	TOWN HALL IMPROVEMENTS	
H.1620.0400	EXPENSE	10,307.00
H.1620.0440	TOWN HALL PROJECT ENGINEERING	3,472.00
H.1620.0470	BUILDINGS CONSULTING	170,000.00
H.1620.0500	BUILDINGS IMPROVEMENTS	23,593.00
H.1621.0200	TOWN HALL EQUIPMENT	22,000.00
H.1622.0200	GENERATOR EQUIPMENT	18,000.00
H.1622.0400	GENERATOR EXPENSE	20,000.00
H.1622.0440	GENERATOR ENGINEERING	12,000.00
H.5120.0401	BRIDGE EXPENSES	90,336.00
H.5120.0440	BRIDGE ENGINEERING	6,925.00
H.5120.0500	BRIDGE CONSTRUCTION	18,560.00
H.5132.0440	GARAGE FOR ENGINEERING	15,000.00
H.5132.0490	GARAGE OTHER EXPENSE	2,000.00
H.5132.0500	GARAGE IMPROVEMENTS	233,000.00
H.7111.0200	PARK IMPROVEMENTS	55,500.00
H.7111.0400	PARK IMPROVEMENT EXPENSE	14,882.00
	PARK IMPROVEMENTS	
H.7111.0440	ENGINEERING	10,424.00
H.7111.0480	PARK OTHER EXPENSE	3,188.00
H.9730.0700	BAN INTEREST EXPENSE	40,100.00
H.9901-0900	TRANSFER OUT	4,408.00
H.0000.2770	MISCELLANEOUS REVENUES	4,408.00
H.0000.3000	GRANT FUNDS	50,000.00
H.0000.5030	TRANSFER IN GENERAL FUND	18,000.00
H.0000.0531	TRANSFER IN HIGHWAY FUND	18,000.00
H.0000.5710	SERIAL BONDS	900,000.00
H.0000.9910	APPROP. FUND BALANCE	(216,713.00)

-Carry forward CAPITAL PROJECT BALANCES

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler **AYE**

Councilman Battaglini **AYE**

Councilman Lemak **AYE**

Councilwoman Woehrman **AYE**

Supervisor Covucci **AYE**

Dated: February 28, 2023

RESOLUTION NO. 02:28:23-10
RE: AUTHORIZE RENEWAL AGREEMENT WITH TEK MEDICAL SERVICES

WHEREAS, the Town of Beekman coverage with TEK Medical Services expired in January; and

WHEREAS, we have obtained a service agreement with TEK and the Town of Beekman Highway Department for testing of employees;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to execute the appropriate Service Agreement with TEK Medical Services as submitted and that the Supervisor is hereby authorized to execute the appropriate documents to implement the renewal.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: February 28, 2023

RESOLUTION NO. 02:28:23-11
RE: APPROVE ENTERTAINMENT FOR EGG HUNT

WHEREAS, the 2023 Egg Hunt has been scheduled for April 1, 2023; and

WHEREAS, the funds have been included in the 2023 Annual Budget to provide entertainment during said event;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into an agreement with:

- 1) "Just For Fun" for an inflatable Caterpillar Craze, delivery, setup and damage waiver fee for an amount not to exceed \$405.00; and
- 2) "Two by Two Animal Haven, Inc." for an amount not to exceed \$500.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: February 28, 2023

RESOLUTION 02:28:23 -12
RE: APPROVE ENTERTAINMENT FOR BAND CONCERT AT TOWN CENTER PARK

WHEREAS, the 2023 Recreation Budget included funding for entertainment for events for the summer months.

NOW, THEREFORE, BE IT RESOLVED, that the following expenditure be approved in the amount of \$600, for live music performed by "The Clique" to perform at Town Center Park Pavilion on July 28, 2023 at 6:00 PM.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: February 28, 2023

RESOLUTION NO. 02:28:23-13
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	\$ 74,026.14
Claims to be paid from the DA-Highway Fund	\$ 73,259.65
Claims to be paid from the SS – Dover Ridge Sewer	\$ 1,543.49
Claims to be paid from the SW – Dover Ridge Water	\$ 196.04
Claims to be paid from the T-Trust & Agency Fund	\$ 3,073.75
Claims to be paid from the H-Capital Fund	<u>\$ 1,204.13</u>
	<u>\$ 153,303.20</u>

2/16/2023 Payroll #4

General Fund	\$ 32,216.67
Highway Fund	<u>\$ 23,913.25</u>
	<u>\$ 56,129.92</u>

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: February 28, 2023

RESOLUTION NO. 02:28:23-___

**RESOLUTION AUTHORIZING STIPULATION OF SETTLEMENT
AND GENERAL RELEASE**

The following resolution was introduced by _____ and
seconded by _____.

WHEREAS, a civil proceeding seeking money damages for an alleged violation of civil rights was commenced in the United States District Court for the Southern District of New York (20-cv-09180 (VB) (PED)) against the Town of Beekman Highway Superintendent, the Town of Beekman Supervisor and the Town of Beekman; and

WHEREAS, the Town of Beekman served an Answer denying any wrongdoing and seeking dismissal of the lawsuit; and

WHEREAS, the matter was dismissed against the Town of Beekman Supervisor, leaving the Town of Beekman and Town of Beekman Highway Superintendent as remaining parties in the action; and

WHEREAS, to avoid the costs of further litigation, the parties wish to resolve all disputes and claims asserted or which might have been asserted in the lawsuit by means of the Settlement Agreement and General Release.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman hereby authorizes a Stipulation of Settlement and General Release in full satisfaction of this matter against the remaining parties; and

BE IT FURTHER RESOLVED, that the Highway Superintendent has signed the Stipulation of Settlement as a party defendant; and

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the Supervisor to sign the Stipulation of Settlement on the Town's behalf as well as any other documentation as

may be necessary to effectuate the purpose and intent of this Resolution and fully settle and resolve the aforementioned pending action.

The foregoing was put to a vote which resulted as follows:

ROLL CALL:	AYE	NAY
Councilman Battaglini	_____	_____
Councilman Frank Lemak	_____	_____
Councilman Stiegler	_____	_____
Councilwoman Wohrman	_____	_____
Supervisor Covucci	_____	_____

Dated: February 28, 2023
Town of Beekman, New York

The Resolution is hereby duly declared adopted.

LAUREEN ABBATANTUONO, TOWN CLERK

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
Dario Di Lello,

Plaintiff,

-against-

20-cv-09180 (VB) (PED)

Anthony "Tony" Coviello, individually, and in his
capacity as Town of Beekman Highway Superintendent,
Mary Covucci, in her capacity as the Town of
Beekman Supervisor and Town of Beekman,

Defendants.
-----X

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is made and entered into by and between the Plaintiff, Dario Di Lello, residing at _____ (hereinafter "Releasor") with the Defendants, Highway Superintendent Anthony Coviello, 4 Main Street, Poughquag, New York 12570 and Town of Beekman, 4 Main Street, Poughquag, New York 12570 (hereinafter "Releasees") (collectively, the "Parties") as of this ___ day of February, 2023.

The purpose of this Settlement Agreement and General Release is to set forth the terms by which the Parties agree to resolve all disputes and claims asserted or which might have been asserted in the above-captioned lawsuit.

WITNESSETH:

WHEREAS, Releasor has commenced the above-captioned action seeking money damages for the alleged violation of his civil rights; and

WHEREAS, the Releasees served an Answer denying any wrongdoing and seeking dismissal of the Releasor's lawsuit; and

WHEREAS, to avoid the costs of further litigation, the Parties now wish to resolve all

disputes and claims asserted or which might have been asserted in the above-captioned lawsuit by means of the Settlement Agreement and General Release;

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the Parties agree as follows:

1. The Releasees and/or their insurer the New York Municipal Insurance Reciprocal ("NYMIR") agree to pay Releasor a total sum of One Hundred Fifteen Thousand Dollars (\$115,000.00) (the "Settlement Payment") in complete settlement of all claims at issue in the litigation captioned *Di Lello v. Coviello, et al.*, venued in the United States District Court, Southern District of New York, Case No.: 20-cv-09180 (VB)(PED) (the "Litigation"). Within thirty (30) days of the approval of this Settlement Agreement and General Release by the Town Board of the Town of Beekman, the Releasees agree to deliver to Releasor's counsel, Francis X. Young, One North Lexington Avenue, 7th Floor, White Plains, New York 10601, the Settlement Payment subject to receipt by the Releasees of a current and complete Form W-9 from Releasor and Francis X. Young. A form 1099-MISC will be issued to Releasor and Francis X. Young for this payment.

2. The above-captioned case shall be, and hereby is, discontinued with prejudice and without costs.

3. Releasor hereby waives, releases and forever discharges the Releasees, their past, present and future employees, including, but not limited to, their current agents and assigns including the Releasees' attorneys, insurers, representatives and agents in both their official and individual capacities, and NYMIR, from any and all suits, debts, dues, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, controversies, agreements, promises, claims, complaints, cross-claims, counterclaims, damages, sums of money, interest, expenses,

disbursements, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, fixed and contingent, at law or in equity, which Releasor has had, now has, or may have had prior to the date of the Releasor's execution of this Settlement Agreement and General Release or which the Releasor or his heirs, executors, administrators, agents and assigns, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever based on, arising out of, resulting from, or in any way connected, directly or indirectly to the allegations in the Releasor's Complaint prior to Releasor's execution of this Settlement Agreement and General Release, including claims for attorney's fees and any claims in law, equity, contract, tort or those claims which were or could have been alleged up until the date of execution of this Settlement Agreement and General Release, or any claims arising under any and all federal, state, county or local statutes, laws, rules and regulations, as well as any and all claims under state and federal contract or tort law against Releasees, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent which he, his heirs, executors administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of execution of this Settlement Agreement and General Release, except a claim that Releasees have failed to comply with any obligations created by this Settlement Agreement and General Release. Releasor further acknowledges that he voluntarily waives any statutory, contractual or constitutional rights he may have had in this or any matter. Notwithstanding the foregoing Release, Releasor does not waive any right to enforce the terms of this Settlement Agreement and General Release, rights of indemnity, if any, or any other rights that cannot be waived as a matter of law.

4. Releasor shall be solely responsible for the payment of any and all taxes on the aforesaid amounts paid under paragraph 1 and Releasor shall not make any claim against the

Releasees and/or any individual or entity as set forth in Paragraph No. 3, for payment of any such taxes, or any interest or penalties. In the event the Internal Revenue Service, or any other taxing entity, including, but not limited to, the State of New York or any court or other tribunal of competent jurisdiction, ultimately determines that the foregoing payment, or any portion thereof, constitutes remuneration for which any taxes are due and owing, Releasor shall be solely responsible for the payment of such taxes. Releasor shall not make any claim against Releasees and/or any individual or entity as set forth in Paragraph No. 3, for payment of any such taxes, or for the payment of any applicable interest or penalties and will indemnify and defend Releasees and/or any individual or entity as set forth in Paragraph No. 3 against any such claims. The validity of this Settlement Agreement and General Release shall not be affected in any way by any tax liability Releasor may have with respect to this payment.

5. This Settlement Agreement and General Release contains the sole and the entire agreement between Releasor and the Releasees and fully supersedes any and all prior or contemporaneous agreements and understandings pertaining to the subject matter hereof. Releasor represents and acknowledges that in executing this Settlement Agreement and General Release, he is competent to enter into this agreement freely and that he has been represented by counsel of his own choice, Francis X. Young, throughout the negotiations and execution of this Settlement Agreement and General Release. Releasor confirms that, in executing this Settlement Agreement and General Release, he has not relied upon any representation or statement not set forth herein that may have been made by the Releasees or their counsel or representatives. No other promises or agreements shall be binding unless in writing, signed by all Parties hereto, and expressly stated to be a modification of this Settlement Agreement and General Release.

6. Releasor understands and agrees that the conditions and payment specified in Paragraph No. 1 herein above is the only payment to which the Parties have agreed he is entitled relating to the allegations in the Complaint. Releasor understands and agrees that he will not seek any further monetary relief from the Releasees, or in any other proceeding, relating to the matters set forth in his Complaint. In addition, the Releasor agrees that the payments set forth herein will cover all attorneys' fees and costs incurred by him in prosecuting this action.

7. This Settlement Agreement and General Release shall not be construed as an admission of any fault, wrongdoing, or liability by any of the Releasees for any of the acts or omissions alleged by Releasor, or for any acts or omissions which could have been alleged. The Releasees deny any liability whatsoever, and specifically deny any wrongful conduct with regard to Releasor, for any damages, injuries or other claims by Releasor.

8. Releasor agrees that this Settlement Agreement and General Release shall not be offered, used or considered as evidence in any proceeding of any type against or involving the Releasees except to the extent necessary to enforce the terms of this Settlement Agreement and General Release. Further, nothing herein will be read to deem any of the parties as a prevailing party pursuant to the applicable laws, rules and regulations governing the interpretation of this Agreement.

9. This Settlement Agreement and General Release is intended to, and Releasor warrants that it will, dispose of all liability of the Releasees to Releasor, Releasor's heirs, assigns and to any other person or entity that might now or in the future have a claim through Releasor, Releasor's heirs and assigns, as a result of the occurrence referred to in the Releasor's Complaint. Should any such further claim be made by any person or entity for which the Releasees or any of them, might be liable, directly or indirectly, through Releasor, Releasor's heirs and assigns,

Releasor, on behalf of Releasor, Releasor's heirs and assigns agrees to and will hold harmless and indemnify the Releasees from any and all liability for such claim, including all costs, expenses and reasonable attorneys' fees in defending such claim.

10. Should any clause of this Settlement Agreement and General Release be found to be in violation of law, or ineffective or barred for any reason whatsoever, the remainder of the Settlement Agreement and General Release shall be in full force and effect; provided, however, that if any release, waiver or agreement is declared to be invalid, illegal or unenforceable in whole or in part, the Releasee shall have the right to elect to consider its obligations to be nullified.

11. This Settlement Agreement and General Release may not be changed or modified except by a writing signed by both Parties.

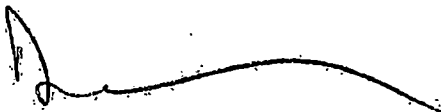
12. The Parties have considered Medicare's interests in this settlement and have determined that an allocation for future Medicare covered expenses is not required based upon the following factors: Releasor affirms that he is not Medicare eligible; has not filed an application or received SSD or SSI benefits; is less than 62-1/2 years old, and does not have any expectation of becoming a Medicare Beneficiary within 30 months of this settlement.

13. Releasor acknowledges that in the event that he becomes a Medicare Beneficiary within thirty (30) months of the settlement that CMS (Medicare) may require that he expend up to the amount of the settlement to pay for injury related medical care, treatment, or expense before Medicare will provide coverage for any such expense associated with the injury.

14. Releasor states that he is not, and never has been a Medicare or Medicaid beneficiary, and that he is not aware of any Medicare or Medicaid liens.

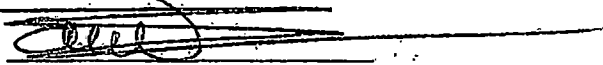
15. Releasor agrees to defend, indemnify and hold harmless the Releasees, their attorneys, and NYMIR from any and all claims arising from any Medicare lien, Medicaid lien or any other lien.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and General Release effective as of the ____ day of February, 2023.



Dario Di Lello

Sworn to before me this 15
day of February, 2023



NOTARY PUBLIC

Elke R. Wentzel
Notary Public, State of New York
No. 01WE5028303
Qualified in Ulster County
Commission Expires May 31, 2024




Highway Superintendent Anthony Coviello

Sworn to before me this 21
day of February, 2023



NOTARY PUBLIC

KAVIAN J. BURKE
Notary Public - State of New York
NO. 01BU6296341
Qualified in Dutchess County
My Commission Expires Feb 3, 2026



Town of Beekman
By: Supervisor Mary Covucci

Sworn to before me this 1st
day of March, 2023



NOTARY PUBLIC

AMY M GOETZ
NOTARY
NO. 01GO6416792
QUALIFIED IN
DUTCHESS COUNTY
COMM. EXP.
04-26-2025
PUBLIC
STATE OF NEW YORK
7

RESOLUTION NO. 02:28:23-3
RE: RESOLUTION AUTHORIZING STIPULATION OF SETTLEMENT AND GENERAL RELEASE

WHEREAS, a civil proceeding seeking money damages for an alleged violation of civil rights was commenced in the United States District Court for the Southern District of New York (20-cv-09180 (VB) (PED)) against the Town of Beekman Highway Superintendent, the Town of Beekman Supervisor and the Town of Beekman; and

WHEREAS, the Town of Beekman served an Answer denying any wrongdoing and seeking dismissal of the lawsuit; and

WHEREAS, the matter was dismissed against the Town of Beekman Supervisor, leaving the Town of Beekman Highway Superintendent and the Town of Beekman as remaining parties in the action; and

WHEREAS, to avoid the costs of further litigation, the parties wish to resolve all disputes and claims asserted or which might have been asserted in the lawsuit by means of the Settlement Agreement and General Release.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman hereby authorizes a Stipulation of Settlement and General Release in full satisfaction of this matter against the remaining parties; and

BE IT FURTHER RESOLVED, that the Highway Superintendent has signed the Stipulation of Settlement as a party defendant; and

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the Supervisor to sign the Stipulation of Settlement on the Town's behalf as well as any other documentation as may be necessary to effectuate the purpose and intent of this Resolution and fully settle and resolve the aforementioned pending action.

Introduced: SUPERVISOR COVUCCI
Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Stiegler **AYE**
Councilman Battaglini **AYE**
Councilman Lemak **AYE**
Councilwoman Wohrman **AYE**
Supervisor Covucci **AYE**
Dated: February 28, 2023

BY ORDER OF THE TOWN BOARD
LAUREN ABBATANTUONO, TOWN CLERK

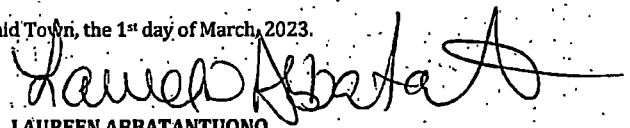
DATED: March 1, 2023
BEEKMAN, NY

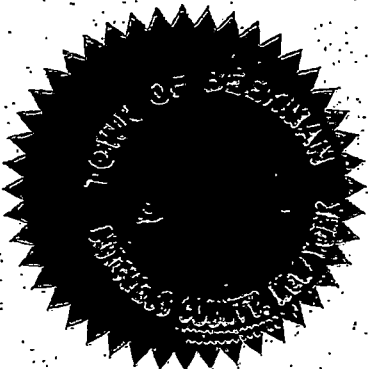
CERTIFICATION

I, LAUREN ABBATANTUONO, the duly qualified and acting Clerk for the Town of Beekman Town Board, Dutchess County, State of New York; do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a regular/adjourned meeting of the Town Board of the Town of Beekman, held on the 28th of February, 2023 and that the Resolution set forth herein is a true and correct copy of the of the Town Board of said Town adopted at said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law); said meeting was open to the general public.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Town, the 1st day of March, 2023.


LAUREN ABBATANTUONO
TOWN CLERK



TOWN OF BEEKMAN, NEW YORK



CREDIT CARD POLICY

Adopted July 1, 2015
Amended June 15, 2016
Amended May 12, 2020
Amended February 28, 2023

PURPOSE

To establish internal controls and criteria for the use of credit cards issued to employees of the Town of Beekman for the purpose of conducting Town Business.

II. OVERVIEW

The use of credit cards has been determined to be a convenient and cost effective method of obtaining certain products and services for the Town. The primary purpose will be to pay vendor invoices within the Finance department and will continue to follow the existing Town's purchasing policy. Additional purchasing may be conducted only when purchasing with the card will facilitate a specific advantage to the Town where payment in advance is required with only a credit card and could also include pricing or availability. Some travel and training costs may also be handled best through the credit card process.

III. PROCEDURE

For all transactions which occur within the Finance department, the purchasing will flow through the existing procurement process. The vendor payment will be made within the Finance department once all existing procurement procedures and approvals have been completed.

For any additional purchasing the following will apply.

A. Issuance of Credit Cards

1. Cards will be issued at the discretion of the Supervisor and will be accessible to Department Heads to be used only on an as needed basis. These individuals then become the responsible party to all supporting documentation related to all transactions placed with that card. All cards issued will carry a limit of \$2,500 and will be adjusted as necessary by the Supervisor to accommodate specific purchases upon gaining the appropriate approvals. The Finance Department shall maintain an up-to-date, written list of the names, positions (titles) and credit card account numbers for all cards issued.
2. As needed will be defined as to only those individuals who are regularly authorized to make purchases and where the traditional procurement process will not work. Examples of these instances would be limited to when a vendor offers items and/or services at an advantage to the Town where payment in advance is required with only a credit card and could also include pricing or availability.
3. The employee must sign documentation verifying agreement to the conditions of use. A copy of which will be retained by the Finance Department.

D. Security

It is the cardholder's responsibility to immediately notify the Town of a lost or stolen card. Failure to do so will result in disciplinary actions and/or revocation.

E. Separation

1. Prior to separation from employment from the Town of Beekman, the Cardholder shall surrender the credit card held in their name if not already in the custody of the Town. It will immediately be shut down by the Supervisor.

F. Revocation of Credit Card Privileges

1. The issuance of a credit card to an employee is done at the discretion of Supervisor.
2. Failure to comply with proper record keeping procedures as outlined in this policy will be cause to revoke the employee's credit card privilege.
3. Repeated loss or theft of any issued credit card will be cause to revoke the Employee's credit and privilege. Failure to immediately report the theft/loss of a card upon discovery may also lead to revocation of the credit card privilege.

IV. ANNUAL REVIEW

The Town Board shall review this policy at the annual reorganization meeting.

EMPLOYEE ACKNOWLEDGMENT FORM

I have received a copy of the Town's Credit Card Use Policy adopted by the Town Board on July 1, 2015 and last amended on February 28, 2023.

I agree to review the policy and abide by it at all times.

I understand that questions about the policy should be directed to the Supervisor.

Name of Employee (Please Print)

Signature

Date

RESOLUTION NO. 02:28:23-6
RE: UPDATE THE CREDIT CARD POLICY

WHEREAS, The Town of Beekman credit card policy was approved on July 1, 2015; and last modified on May 12, 2020.

NOW, THEREFORE, BE IT RESOLVED, that Chapter III, Section B, Paragraph 1 be amended to: The following employees will have authorization to process orders using universal (Visa, MasterCard, Etc.) credit cards:

Supervisor
Deputy Supervisor
Bookkeeper.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

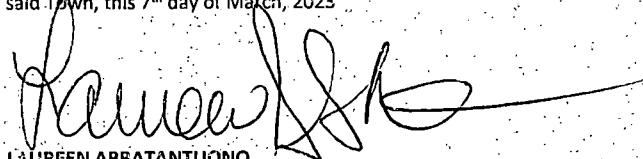
Dated: February 28, 2023

CERTIFICATION

I, LAUREEN ABBATANTUONO, the duly qualified and acting Clerk for the Town of Beekman Town Board, Dutchess County, State of New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a regular meeting of the Town Board of the Town of Beekman, held on the 28th day of February, 2023 and that the Resolution set forth herein is a true and correct copy of the of the Town Board of said Town adopted at said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Town, this 7th day of March, 2023



LAUREEN ABBATANTUONO
TOWN CLERK
BY ORDER OF THE TOWN BOARD
LAUREEN ABBATANTUONO, TOWN CLERK

DATED: March 7th, 2023
BEEKMAN, NY





TOWN OF
BEEKMAN
New York

4 Main Street
Poughquag, NY 12570
www.townofbeekman.com
(845) 724-5300

March 6, 2023

Office of the State Comptroller
Justice Court Fund
110 State Street, 12th Floor
Albany, NY 12236

RE: Linda Murray, Town of Beekman

Please see the attached Resolution which was passed at the Town Board meeting on Tuesday February 28th, 2023 appointing Linda Murray as Town Justice for the Town of Beekman along with the resignation letter from Town Justice John Garito.

Linda Murray
Official Term to Start March 1, 2023-December 31, 2023
4 Main Street, Poughquag, NY 12570
(845) 724-5300 Ext 229 or 230 (office number)
(914) 715-8251 (cell phone number)

If you have any questions, please feel free to contact me at (845) 724-5300 ext. 221 or townclerk@townofbeekmanny.us

Sincerely,

Lauren Abbatantuono

RESOLUTION NO. 02:28:23-8
RE: APPOINTMENT OF TOWN JUSTICE

WHEREAS, the Town Board is desirous in filling the established position of Town Justice vacated by the Resignation of the Honorable John Garito; and

WHEREAS, the Town Board is authorized under Town Law to make appointments and set salaries; and

WHEREAS, the Town Board has had the opportunity to review the resumes of the interested candidates and has held interviews with the candidates

NOW, THEREFORE, BE IT RESOLVED, that Linda Murray is hereby appointed as Beekman Town Justice, performing all the duties and with the authority conferred or imposed by law starting March 1, 2023 at the annual salary as stated in the 2023 Town Budget.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

February 28th, 2023

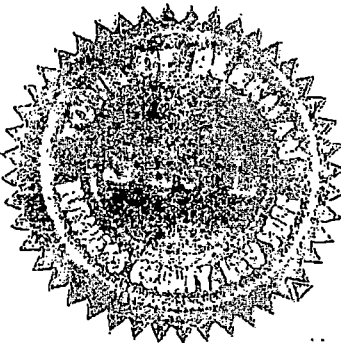
CERTIFICATION

I, LAUREEN ABBATANTUONO, the duly qualified and acting Clerk for the Town of Beekman Town Board, Dutchess County, State of New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a regular meeting of the Town Board of the Town of Beekman, held on the 28th day of February, 2023 and that the Resolution set forth herein is a true and correct copy of the of the Town Board of said Town adopted at said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Town, this 6th day of March, 2023


LAUREEN ABBATANTUONO
TOWN CLERK



RESOLUTION NO. 02:14:23-3
RE: ACCEPTING THE RESIGNATION OF THE HONORABLE JOHN GARITO

WHEREAS, the Honorable John Garito has submitted his resignation as Town Justice to the Town of Beekman effective February 2, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Town Board accepts the resignation of the Honorable John Garito and would like to thank him for his 48 years of dedicated service to the town.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: February 14, 2023

BY ORDER OF THE TOWN BOARD
LAUREEN ABBATANTUONO, TOWN CLERK

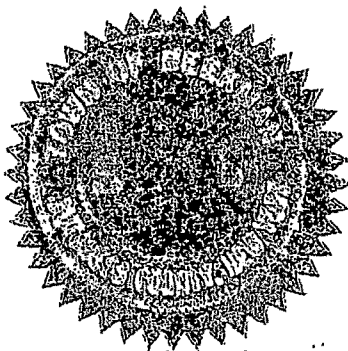
DATED: February 21, 2023
BEEKMAN, NY

CERTIFICATION

I, LAUREEN ABBATANTUONO, the duly qualified and acting Clerk for the Town of Beekman Town Board, Dutchess County, State of New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a regular/adjoined meeting of the Town Board of the Town of Beekman, held on the 14th day of February 2023 and that the Resolution set forth herein is a true and correct copy of the of the Town Board of said Town adopted at said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Town, the 21st day of February, 2023.




LAUREEN ABBATANTUONO
TOWN CLERK



TOWN OF
BEEKMAN
New York

4 Main Street
Poughquag, NY 12570
www.townofbeekman.com
(845) 724-5300

February 6, 2023

Dutchess County Clerk
22 Market Street
Poughkeepsie, NY 12601

RE: Resignation Judge John Garito

Please see the attached letter of Resignation from Judge John Garito for Town Magistrate effective February 2, 2023.

If you have any questions, please feel free to contact me at (845) 724-5300 ext. 221 or townclerk@townofbeekmany.us

Sincerely,

Laureen Abbatantuono

Town Clerk



TOWN OF
BEEKMAN
New York

JUSTICE COURT
4 Main Street
Poughquag, NY 12570
(845) 724-5300, Opt. 1
Fax (845) 724-3284

February 2, 2023

Supervisor Covucci and the Town of Beekman Town Board:

After serving the Town of Beekman Town for 47 years as a town magistrate I am submitting my resignation effective today.

It has been my honor to serve the Town of Beekman and I will be available during the transition period if necessary.

Sincerely,


Honorable John C. Garito

 ORIGINAL

TOWN OF BEEKMAN

CURRENT

CHANGES/REPLACEMENT

JUSTICE 1330580166F FERRIS, ROBERT
4 MAIN STREET
TOWN HALL
POUGHQUAG NY 12570
(845)724-5300

DATE LEFT OFFICE ___/___/___

JUSTICE 1330580204G GARITO, JOHN
4 MAIN STREET
TOWN HALL
POUGHQUAG NY 12570
(845)724-5300

DATE LEFT OFFICE 02/03/2023

JUSTICE

DATE LEFT OFFICE ___/___/___

JUSTICE

DATE LEFT OFFICE ___/___/___

NAME _____
STREET ADDRESS _____
CITY _____ ST _____ ZIP _____
TELEPHONE _____
EFFECTIVE DATE OF OFFICE ___/___/___

NAME Linda Murray
STREET ADDRESS 4 main st
CITY Poughquag ST NY ZIP 12570
TELEPHONE 845 724-5300 ext 230
914 715-8251 cell
EFFECTIVE DATE OF OFFICE 3/1/2023

NAME _____
STREET ADDRESS _____
CITY _____ ST _____ ZIP _____
TELEPHONE _____
EFFECTIVE DATE OF OFFICE ___/___/___

NAME _____
STREET ADDRESS _____
CITY _____ ST _____ ZIP _____
TELEPHONE _____
EFFECTIVE DATE OF OFFICE ___/___/___

- * Please print all information.
- * Please enter changes to current information in the right column (Changes/Replacement).
- * If Justice is out of office, please enter final date in office and enter new Justice in right column (Changes/Replacement).
- * Address is where we direct official correspondence and should be complete with PO Box # or RFD #.
- * Telephone number should be where we can contact the Justice during regular business hours.

LINDA M. MURRAY

702 Clapp Hill Road Lagrangeville, NY 12540

Supervisor Covucci & Town Board Members
Town of Beekman
4 Main Street
Poughquag, NY 12570

February 6, 2023

Dear Supervisor Covucci & Beekman Town Board Members,

Please accept this letter as my expression of interest in the in the recent Beekman Town Justice vacancy made possible by Hon. Judge John Garrito's retirement announcement. My past legal experience has uniquely prepared me for this opportunity, and I am ready to advance my career with this move.

Having worked for five (5) judges and the New York State Courts for nearly fifteen (15) years, I understand how important decisions are made every day on complex and confidential matters, under strict time constraints. I work with substantial independence and have successfully worked with many judges, while providing legal guidance to a staff of about fifteen people on criminal and civil matters, involving trials, motions, orders to show cause, the preparation of orders, decisions, and appeals. I have an open-door policy with an established record of collegiality. I work and think clearly under pressure to meet deadlines in the busiest court in Dutchess County.

I am a Dutchess County native. My legal career has spanned approximately twenty-five years, and began in Albany County. Upon graduation, I began my career as a prosecutor in Queens County working in many of the different bureaus there, including Criminal Court, Intake, the Grand Jury Bureau, the Appeals where I wrote briefs and argued cases. I was also assigned to the Felony Trial Division, where I tried dozens of violent felonies before juries, performed hundreds of pre-trial suppression hearings, and gained expertise in all areas of criminal law. Eventually, I returned home to Dutchess County, where my husband and I chose to raise our family. I worked for myself before joining a law firm where my expertise would involve municipal law, civil litigation, criminal defense, and civil appellate work.

Presently, as an Associate Court Attorney in Poughkeepsie City Court, I have drafted thousands of decisions for judges, and have had the distinction of approximately forty decisions selected for publication in the New York Law Reporting Bureau. I regularly provide guidance and counsel to our judges, the Chief Clerk, and the non-attorney staff on all aspects of civil and criminal litigation through trial, newly enacted laws and regulations, as well as appeals. Importantly, I have established a collegial and professional rapport with the staff, the people, the legal community, as well as the officers who serve our Court.

I look forward to meeting you to discuss this opportunity further. Thank you for your kind consideration.

Sincerely,
Linda M. Murray

Enclosure/

LINDA M. MURRAY

702 Clapp Hill Road Lagrangeville, NY 12540 · (914)715-8251
lindamurravesq@gmail.com

Poughkeepsie City Court, New York State Unified Court, 9th J.D., Poughkeepsie, New York

Associate Court Attorney to Hon. Frank M. Mora & Hon. Scott L. Volkman, February 2008- present

Confidential legal advisor to two (2) City Court Judges and staff comprising of approximately fifteen (15) employees in a high volume court. I work with substantial independence and am responsible for researching and analyzing complex and difficult legal issues, providing legal counsel on criminal matters, and civil matters with counterclaims, interpleader, arbitration, joinder, default judgments, and summary judgments, involving areas of law that include: contract, tort, no-fault insurance, commercial debt recovery, recovery of money and chattels, foreclosure of liens on personal property, Article 7-A of the RPAPL, summary proceedings, appointment of receiver of rents, issuance of injunction, restraining order or other order for the enforcement of housing standards involving multiple dwelling law, multiple residence law, local housing, maintenance, building, and health codes. Responsible for conducting pre-trial conferences, clarifying legal issues, overseeing jury trials, and negotiating settlements. Drafted thousands of decisions and orders for judges of which over forty have been selected for publication in the New York Law Reporting Bureau. Draft confidential legal memoranda, jury charges/instructions, verify legal citations, confer and advise judges on legal issues, providing daily legal counsel to judges and staff on all aspects of litigation involving civil and criminal matters. Served as a lecturer and prepared sample examinations for CSEA Union Members on various areas of law preparing them for examinations to advance their careers. Webinar Lecturer for NYS UCS for OCA on Conducting Jury Trials.

Gellert & Klein, P.C., Poughkeepsie, New York

Associate Attorney, August 2004-February 2008

Areas of practice included: criminal defense, municipal, land use planning and zoning law, tax certiorari proceedings, civil litigation, appellate practice, including arguing appeals before the Appellate Division, Second Department. Represented municipalities as Planning Board Attorney and Assistant Attorney to the Town on all routine and complex municipal legal issues, including land use planning, zoning, contracting, procurement, preparation of resolutions, drafting local laws, litigation, compliance with federal, state, local laws, SEQRA regulations, and Article 78 proceedings. Acted as interim counsel for Dutchess County Legislature. Legal counsel to municipalities on zoning enforcement violations from inception through trial in Court and injunctive relief in Supreme Court. Also represented private clients on municipal, land use planning and zoning matters brought before municipalities. Conducted GML 50-h hearings, trials, drafted pleadings, summary judgment motions, and prepared civil matters for trial. Represented clients from arraignment through trial charged with felony, misdemeanor, and V.T.L. offenses.

Town of Milan, P.C., Milan, New York

Town Attorney, January 2004-December 2005

Appointed by Town Board as principal legal counsel on all matters involving the municipality. Drafted local laws, resolutions, public notices, and provided Town Board with legal counsel in maintaining compliance with federal, state, and municipal laws, including SEQRA regulations. Drafted and reviewed contracts between the municipality and third parties, defended municipality in tax certiorari proceedings, advised Town Board on budgetary, public officers law matters as well as constitutional law issues. Negotiated contracts and drafted requests for proposal in connection with competitive bidding requirements and procurement procedures. Negotiated with attorneys representing individuals before the Town on real property law and environmental law matters. Attended board meetings and provided legal counsel on proper legal procedures to conduct meetings.

Queens County District Attorney's Office, Kew Gardens (Queens), New York

Assistant District Attorney, September 1997-January 2004 (f/k/a Linda M. Michetti)

Supreme Court Trial Division, KG II - Managed caseload of approximately sixty serious felony matters in the trial division of one of the most elite prosecutor's offices in the country under the lead of the Hon. Richard A. Brown, Queens County District Attorney (former Appellate Division Judge). Lead prosecutor of approximately twenty-five felony jury trials and five felony bench trials with a prosecution conviction rate over 85%. Over the course of six weeks, prosecuted a felony jury trial against eight defendants encompassing an eighty count indictment involving foreign language witnesses leading to a conviction of seven defendants of the top count of the indictment - Gang Assault in the first degree. Conducted pre-trial hearings and argued suppression issues before Supreme Court judges on a weekly and sometimes daily basis. Presented witnesses and evidence to Grand Jury through indictment on hundreds of cases. Investigated and prepared all cases with a view towards trial. Engaged in all pre-trial motion practice, negotiated plea bargains, and drafted proffer agreements. Interviewed, prepared, and

questioned civilians, police officers, detectives, doctors, ballistics and forensic expert witnesses for testimony and cross-examination. Supervised police arranged lineups, conducted videotaped statements and confessions of defendants while responding to crime scenes during 24-hour beeper duty. Wrote search warrants and issued subpoenas. Supervised new Assistant District Attorneys in Criminal Court arraignments. Interviewed candidates for Assistant District Attorney positions and made determinations for further review/hiring to the Executive Assistant District Attorney in charge of hiring.

Appeals Bureau - Researched & wrote appellate briefs and post-trial motions on felony and misdemeanor matters. Argued before the Justices of the Appellate Division, Second Department. Responded to Freedom of Information Law requests.

Grand Jury Bureau - Investigated, evaluated, and conducted plea negotiations on all felony matters on a daily basis. Presented hundreds of cases to the Grand Jury, conducted direct examinations of witnesses, entered exhibits into evidence, cross-examined defendants and witnesses, and charged the Grand Jury on the rules of law, including the Penal Law, leaving them to vote on charges I determined would encompass a proposed indictment.

Criminal Court/Intake Bureau - Managed a caseload as lead prosecutor of approximately 200 misdemeanor cases. Determined criminal charges, drafted felony and misdemeanor accusatory instruments/supporting depositions. Interviewed victims, witnesses, and arresting officers immediately following the commission of a crime(s), assessed injuries following commission of a crime, took inventory of evidence following defendant(s) arrest, and made bail arguments during day and night court arraignments.

Bar Memberships, Admissions, Volunteer Work, Training & Lecturer Work

The Supreme Court of the United States of America, *admitted May 2009*

The Supreme Court of the State of New York, Appellate Division, Second Department, *admitted March 1998*

The United States District Court, Southern District of New York, *admitted May 1998*

National Trial Advocacy Prosecutor's Training Program, Columbia, South Carolina, *2002*

Volunteer Supervising Attorney for the New York State High School Mock Trial Competition, *2004*

Member of the New York Bar Association *1997-present*, Member of the N.Y.S.B.A. Comm. on Prof. Discipline *2009-2014*

Member of the New York State Bar Association *1998-present*, Dutchess County Bar Association, Women's Bar Association, Mid-Hudson Women's Bar Association *2003 - 2019*, Director of MHWBA *2015*

C.L.E. Lecturer "Landlord Tenant Update" *2015*; "DWI Legal Update" *2014*; CSEA Union Lecturer "DWI Training for Court Clerks" *2014*; CSEA Union Lecturer "Vehicle & Traffic Law §§ 509, 511" *2016*; New York State Unified Court System Lecturer "Conducting Jury Trials in City Courts" *2016*

Volunteer Work/Memberships:

American Cancer Society Volunteer - Recipient of Purple Award for Exemplary Achievement in Fundraising Relay for Life, *2008*, Platinum Award *2009*, Emerald Award for *2010-2011*, Highest Fundraising Family Team *2010-2012*, *2010* Co-Chair for the Relay for Life at the Rhinebeck Chapter, raising over \$200,000, Top Ten Team for *2012-2014* Eastern Div. of U.S.

Burger Hill Land Steward Volunteer for Winnakee Land Trust, *2008-present*

EHYSL Soccer League: Volunteer Travel Coach *2009- 2016*, Class E Soccer Coaching License; *Secretary 2012- 2014*

Little League Baseball – Concessionaire Volunteer, *2021-present*

CYO Basketball Coach/Manager, *2022*

Rhinebeck Recreation Committee Volunteer, Member and Secretary, *2011 - 2016*

Italian Center Ladies Auxiliary, Member, Poughkeepsie, New York

Communicant/Lector - St. Christopher's/Good Shepard Church *2003 - present*

Other Experience

Candidate for NYS Supreme Court Justice, 9th Judicial District, *November 2017, November 2022*

Education

Albany Law School of Union University, Albany, New York

Juris Doctorate, *May 1997. Cum laude* graduate, GPA: 3.2; Managing Editor of Business for Albany Law Journal of Science & Technology: *1996-1997*; Dean's List: Spring *1996*, Spring *1997*, Senior Prize Trials Competition: *Fall 1996*, Member of the Justinian Society, Intramural Club Floor Hockey

Binghamton University, Binghamton, New York

Bachelor of Arts, Law & Society (Philosophy & Political Science), *May 1993. Cum laude* graduate, GPA: 3.6; Intercollegiate Varsity Track & Field, Intramural Floor Hockey, American Red Cross Volunteer, Volunteer Religious Ed Teacher, Vice-President of Delta Tau Sorority. Semester Abroad, Sorbonne University, Paris, France, Spring *1993, Certificat de Langue Francaise Initiation a la Civilisation*

Interests

Spending time with my family and friends, working on our home, fitness, pickleball, gardening, coaching youth sports, traveling, book club.

Service Agreement

This Agreement is made this 10th day of January 2023, between TEK Medical Services, (hereinafter referred to as "TEK") having its principal place of business at 1075 Route 82, Suite 10, Hopewell Junction, NY 12533, and the Town of Beekman Highway Department (hereinafter referred to as the Client), having their principal place of business at _____ In consideration of the Client retaining TEK to conduct an independent service for the client it is agreed as follows:

1. Compensation and Terms

The Client hereby retains TEK and TEK hereby agrees to perform the following services:

- TEK will perform the following:
 - 1 - DOT and 19A compliant physical examinations for all drivers
 - 2 - Comprehensive FMCSA complaint random drug and alcohol testing program
- The following fees shall apply:
 1. \$80 fee per physical examination
 2. \$100 annual drug program fee
 3. \$60 per pre-employment, random or post-accident drug test
 4. \$40 per alcohol test
 5. \$150 per hour post-accident/emergency after hours service

2. Confidentiality

This Agreement creates a confidential relationship between TEK and the Client. Information concerning TEK's and/or the Client's business affairs, vendors, finances, employees, documentation, and other such information whether written, oral, or otherwise, is confidential in nature. Medical clearance will only be discussed with the Client's designated employer representative. TEK, the Client and employees of both will adhere fully to this confidentiality agreement.

3. Governing law

This agreement shall be governed by and interpreted according to the laws of the State of New York.

4. Entire agreement

This agreement represents the full understanding between the parties and there is no other agreement, oral or written, between them, and that this agreement may not be modified without an agreement in writing signed by the party to be charged. This contract is in effect until written notification of termination from either party, for any reason.

5. Notices

All notices or other documents under this agreement shall be in writing and delivered personally or fax received, or mailed by certified mail, postage prepaid, addressed to TEK Medical Services, 1075 Route 82, Suite 10, Hopewell Junction, NY 12533, or at their last known addresses.

6. Contact

The Client's person of contact will be _____, TEK's person of contact will be Lisa Holz or Deborah McCaffery. All correspondence concerning the physicals will be handled between Lisa Holz and _____. In the event that _____ is no longer with the Client, a new contact will be assigned in writing immediately.

7. Indemnification

The District hereby agrees to indemnify, defend and hold harmless the officers, directors,

employees and agents of **TEK** and **TEK** against any and all liabilities, loss, damage, claim or cause of action and expenses connected therewith caused or asserted to have been caused directly or indirectly as a result of acts or omissions by its officers, directors, employees and agents arising from failure to perform its obligations as described in this agreement.

TEK hereby agrees to indemnify, defend and hold harmless the officers, directors, employees and agents of the **Client** against any and all liabilities, loss, damage, claim or cause of action and expenses connected therewith caused or asserted to have been caused directly or indirectly as a result of acts or omissions by its officers, directors, employees and agents arising from failure to perform its obligations as described in this agreement.

ACCEPTED AND AGREED:

TEK Medical Services

Town of Beekman

BY:

BY:

(signature)

(signature)

Lisa Holz, President
(Print Name and Title)

(Print Name and Title)

Date: _____

Date: _____



**Classified Ad Receipt
(For Info Only - NOT A BILL)**

Customer: BEEKMAN, TOWN OF
Address: 4 MAIN ST
POUGHQUAG NY 12570
USA

Ad No.: 0005615146
Pymt Method: Credit Card
Net Amount: \$41.55
Run Times: 1
Run Dates: 03/03/23

Text of Ad:

NOTICE OF PUBLIC HEARING: RESOLUTION NO.02:28:23-7

LEGAL NOTICE IS HEREBY GIVEN that pursuant to 239 of the Town Law, the Beekman Town Board will hold a Public Hearing on Tuesday March 14th, 2023 at 7:00PM at the Beekman Town Hall, 4 Main Street, Poughquag, PURPOSE of the Hearing is "SETTING PUBLIC HEARING FOR ALAINA ESTATES DRAINAGE DISTRICT" and it hereby is introduced before the Town Board of the Town of Beekman in the county of Dutchess and State of New York;

BY ORDER OF THE TOWN BOARD
TOWN OF BEEKMAN
LAUREEN ABBATANTUONO
TOWN CLERK
Dated: 1 March, 2023 0005615146

RESOLUTION NO.02:28:23-7
RE: SETTING PUBLIC HEARING FOR ALAINA ESTATES DRAINAGE DISTRICT

WHEREAS, the Town Board of the Town of Beekman (the "Town Board" and the "Town", respectively), in the County of Dutchess, New York, has been presented with a petition by JSM Upstate Properties, Inc. ("JSM"), pursuant to Article 12 of the Town Law, to establish a drainage district within the territory described in the petition, which territory is located wholly within the Town (the "Proposed District"), and WHEREAS, the boundaries of the Proposed District shall incorporate the entirety of the parcel of real property having the tax identification number of 132200-6758-00-642721-0000 and being more particularly described in a deed from Nicolosi Buildings Inc. to JSM Upstate Properties Inc. dated November 21, 2006 and recorded in the Dutchess County Clerk's Office on December 11, 2006 as Document No. 02 2006 9795, and

WHEREAS, a map, plan and report has been prepared by Day Stokosa Engineering P.C., duly licensed engineers of the State of New York (the "Engineers"), describing the general plan for the Proposed District (the "MPR"), with maximum creation costs of \$ to be determined and finalized in subsequent resolutions and

WHEREAS, all costs associated with the creation including construction work and other expenses for the Proposed District shall be paid by JSM so that no expense occasioned by the creation of the Proposed District shall be levied and collected from the land within the District, and

WHEREAS it is projected that the annual maintenance for the Proposed District as a whole shall be Five Thousand Three Hundred Sixty and 00/100 Dollars (\$5,360.00) per year, to be adjusted annually by the Town Board,

NOW, THEREFORE, it is ORDERED and RESOLVED, that a meeting of the Town Board of the Town be held at the Town Hall, 4 Main Street, Poughquag, New York 12570, in the Town, on the 14th day of March, 2023 at 7PM to consider said establishment of facilities of the Proposed District and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law; and it is

FURTHER ORDERED and RESOLVED, that the Town Clerk publish at least once in the official newspaper of the Town of Beekman, and hereby designated as the official newspaper of the Town for such publication, and posted on the signboard of the Town, certified by said Town Clerk, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: February 28, 2023

BY ORDER OF THE TOWN BOARD
LAUREN ABBATANTUONO, TOWN CLERK

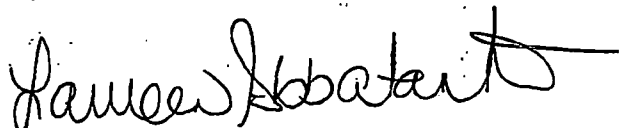
DATED: March 1, 2023
BEEKMAN, NY

CERTIFICATION

I, LAUREN ABBATANTUONO, the duly qualified and acting Clerk for the Town of Beekman Town Board, Dutchess County, State of New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a regular/adjoined meeting of the Town Board of the Town of Beekman, held on the 28th day of February, 2023 and that the Resolution set forth herein is a true and correct copy of the of the Town Board of said Town adopted at said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Town, the 1st day of March, 2023.


LAUREN ABBATANTUONO
TOWN CLERK



A regular meeting of the Town Board of the Town of Beekman, in the County of Dutchess, New York, was held at the Town Hall, in said Town, on the 28th day of February, 2023

-----X

IN THE MATTER OF THE ESTABLISHMENT

OF

**RESOLUTION AND ORDER
CALLING PUBLIC
HEARING TO BE HELD ON
MARCH 14, 2023**

Alaina Estates Drainage District, in the Town of Beekman,
County of Dutchess, State of New York

-----X

Supervisor Covucci proposes the following:

WHEREAS, the Town Board of the Town of Beekman (the "Town Board" and the "Town", respectively), in the County of Dutchess, New York, has been presented with a petition by JSM Upstate Properties, Inc. ("JSM"), pursuant to Article 12 of the Town Law, to establish a drainage district within the territory described in the petition, which territory is located wholly within the Town (the "Proposed District"), and

WHEREAS, the boundaries of the Proposed District shall incorporate the entirety of the parcel of real property having the tax identification number of 132200-6758-00-642721-0000 and being more particularly described in a deed from Nicolosi Buildings Inc. to JSM Upstate Properties Inc. dated November 21, 2006 and recorded in the Dutchess County Clerk's Office on December 11, 2006 as Document No. 02 2006 9795, and

WHEREAS, a map, plan and report has been prepared by Day Stokosa Engineering P.C., duly licensed engineers of the State of New York (the "Engineers"), describing the general plan for the Proposed District (the "MPR"), with maximum creation costs of \$ to be determined and finalized in subsequent resolutions and

WHEREAS, all costs associated with the creation including construction work and other expenses for the Proposed District shall be paid by JSM so that no expense occasioned by the creation of the Proposed District shall be levied and collected from the land within the District, and

WHEREAS it is projected that the annual maintenance for the Proposed District as a whole shall be Five Thousand Three Hundred Sixty and 00/100 Dollars (\$5,360.00) per year, to be adjusted annually by the Town Board,

NOW, THEREFORE, it is ORDERED and RESOLVED, that a meeting of the Town Board of the Town be held at the Town Hall, 4 Main Street, Poughquag, New York 12570, in the Town, on the 14th day of March, 2023 at 7PM to consider said establishment of facilities of the Proposed

District and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law; and it is

FURTHER ORDERED and RESOLVED, that the Town Clerk publish at least once in the official newspaper of the Town of Beekman, and hereby designated as the official newspaper of the Town for such publication, and posted on the signboard of the Town, certified by said Town Clerk, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

The foregoing resolution was voted upon with all councilpersons voting as follows:

Mary B. Covucci, Town Supervisor _____

Ezio Battaglini, Councilman _____

Werner Stiegler, Councilman _____

Sharon Wohrman, Councilwoman _____

Frank Lemak, Councilman _____

Dated: February 28, 2023
Beekman, New York

STATE OF NEW YORK :

COUNTY OF DUTCHESS: ss.:

I, Laureen Abbatantuono, Clerk of the Town of Beekman, in the County of Dutchess, New York, DO HEREBY CERTIFY that I have compared the preceding Order with the original thereof filed in my office, and that the same is a true and correct copy of said original and of the whole thereof so far as the same relate to the subject matters referred to therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Beekman this 28th day of February, 2023.

Laureen Abbatantuono, Town Clerk

Beekman Town Board

Feb. 28, 2023

At the top Gardner Hollow Rd., where I live, a logging outfit is cutting down 600 acres of trees.

The forest is owned by Starkdale Farm in Dover, but they have staged their operation at the spot where Dover, Pawling, and Beekman intersect.

(The address is 623 West Dover Rd., Dover, NY. The parcel number is 132600-6958-00-690892-0000).

The DEC has told me that two threatened or endangered species live in the forest, the Indiana Bat and the Bog turtle, but the logging can occur now, when they are dormant. They will awaken to find their homes gone. Many other animals will also suffer the habitat loss.

Neighbors and I are concerned about the effect on our road in Beekman. Trees prevent erosion. Without them, sediment and water can run down the road. We also worry about sediment logging the streams that flow through Beekman and several towns and the effects on drinking water.

Residents of Beekman, and people from far and wide, have enjoyed the beauty of this forest. It has been an environmental treasure.

On February 22 I addressed the Dover Town Board about the logging. I am not sure that it understood the full impact of the tree removal.

The head of the logging firm, Mid-Hudson Forest Products, told me two days ago that the operation has gone on for a month, and it has a month to go.

I hope our town can contact Dover and ask for a halt to the cutting and a study of the full environmental impact.

Bill Crain
254 Gardner Hollow Rd.
Beekman, NY



Office for the Aging Hosting Free Veterans Resource Forum in Rhinebeck on March 14th

Event connects veterans and local service providers

Published: 2/22/2023

Poughkeepsie ... The Dutchess County Office for the Aging (OFA) invites veterans of all ages and their families to its Veterans Resource Forum on Tuesday, March 14th at the Pavilion at Brookmeade, 34 Brookmeade Drive in Rhinebeck, from 1 to 4 p.m. This free event will offer veterans and their families important information and connections to various agencies, including the County's Division of Veterans' Services, and service providers. Space is limited; veterans can reserve their seat by calling the OFA at (845) 486-2555.

Representatives from Mental Health America of Dutchess County, Rhinebeck at Home and the County's Department of Behavioral and Community Health's (DBCH) Mental Health Subcommittee are among the participating organizations that will be available to meet with veterans and their families and provide information on a wide range of topics, including mental health resources and veterans' benefits. Attendees will have the opportunity to learn about the services available to them, ask questions and connect with other veterans and their families.

OFA Director Todd Tancredi said, "While many of our local heroes are Office for the Aging clients, they may not know their service makes them eligible for other local providers' programs that can serve their various needs. Our Veterans Resource Forum will inform veterans of every age and era, as well as their loved ones, about the benefits available to them through their service to our nation. We invite all Dutchess County veterans to register today to attend this important event."

The County's Division of Veterans Services ensures Dutchess County veterans and their families receive their maximum eligible benefits from the Department of Veterans Affairs and other agencies at all levels of government. In 2022, the Division rendered 20,212 contact services to Dutchess County Veterans and their families regarding services and entitlements available from federal, state and local government.

Mental Health America of Dutchess County offers numerous programs for veterans – including the Vet2Vet; Housing, Employment, Reintegration and Outreach Program (HERO); Veterans Employment Training & Transitions Assistance Program (VET-TAP) and Weekend 4 Warriors programs – that offer local veterans emotional support,

educational information, referrals to useful services, information about support groups, Social Events, advocacy and short-term care management.

Rhinebeck at Home is a locally based, non-profit organization with members dedicated to helping each other to remain in their own homes and stay connected to their community as they grow older.

A branch of the County's Mental Hygiene Board, the Mental Health Subcommittee advises the DBCH Deputy Commissioner and Director of Community Services about issues in the community and suggests ideas for inclusion in the Department's Service Plan, which is submitted to New York State annually.

OFA plans, coordinates and provides an array of community-based services to older adults and persons who require assistance in the long-term care system, in an effort to promote independence, dignity and quality of life while striving to ensure clients' needs will continue to be met now and in the future. OFA offers an array of programming that provides socialization, recreation and fitness opportunities for older adults to remain active and energized.