

**TOWN OF BEEKMAN TOWN BOARD**  
**Minutes for Tuesday January 10, 2023**

The Town of Beekman Board met for their regularly scheduled meeting on Tuesday December 20, 2022. The meeting was called to order by Supervisor Covucci at 7:02PM. 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.

**Public Comments on Agenda items and Resolutions: NONE**

**\*\*\*\*FRIENDLY AMENDMENT WAS MADE BY SUPERVISOR COVUCCI TO REMOVE THE PETTY CASH AMOUNT OF \$200.00 FROM THE RECEIVER OF TAXES BRINGING THE NEW TOTAL TO \$900.00, SECONDED BY COUNCILMAN STIEGLER\*\*\*\***

**Resolutions were read by the Town Board members**

**Other Town Board Business:**

**Councilman Stiegler**, The Dutchess County Division of Veterans Services has relocated its offices to 1335 Route 44, Suite #2 in Pleasant Valley. The new location also houses Mental Health America Dutchess Veterans Services, Hudson Valley Veterans Alliance, and the Veterans Sportsman Alliance, creating a "one-stop" for veterans to receive support and help including housing, peer-to-peer counseling, and other support services. Dutchess County Veterans Services offers assistance in filing claims and making referrals for multiple forms of state and federal benefits available, as well as help with discharge papers, medal replacement, and much more. Phone numbers and email contacts remain the same. Veterans and families are encouraged to call 845-486-2060 or stop by the office to obtain information and services. For more information visit [dutchessny.gov/veterans](http://dutchessny.gov/veterans).

**Town Clerk/Tax Receiver, Laureen Abbatantuono** Property Tax collection has started and is going very well, the last day to pay before penalty is February 28<sup>th</sup> and collection hours as of today are Mon-Thursday between the hours of 8:00-4:45. If you cannot make it between those hours then please call or email and we will accommodate.

Supervisor Covucci gave a warm welcome to the new Town Board member Frank Lemak. Frank Lemak, thank you very much for the opportunity to do this and I look forward to it. **Supervisor Covucci**, we look forward to working with you as well.

- Next Regular Town Board Meeting: Tuesday, January 24, 2023 at 7:00 PM

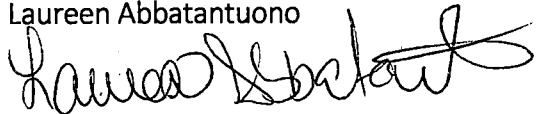
Public Comments: NONE

Written Comments: NONE

Supervisor Covucci made a motion to Adjourn the meeting at 7:40PM, Seconded by Councilman Stiegler

Respectfully Submitted by Town Clerk  
Laureen Abbatantuono  
17th January, 2023

Laureen Abbatantuono

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

**BEEKMAN TOWN BOARD  
REORGANIZATION MEETING AGENDA  
JANUARY 10, 2023**

7:00 PM

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

**REORGANIZATION TOWN BOARD MEETING**

- Supervisor Comments
- Public comment on Agenda Items and Resolutions

**RESOLUTIONS**

1. Approval of December 20, 2022 Minutes
2. Renew Rules for Public Comment Periods at Town Board Meetings
3. Set Town Board Meeting Schedule for the year 2023
4. Acknowledge of Appointments for 2023
5. Board appointments for 2023
6. Reappoint John Frustace Chairman of the Planning Board for 2023
7. Reappoint Mersin Capollari Chairman of the Zoning Board of Appeals for 2023
8. Designate Poughkeepsie Journal as Town of Beekman Official Newspaper
9. Town of Beekman Depositories for 2023
10. Signature Authorization on Depository Accounts for 2023
11. Authorize Town of Beekman Petty Cash Funds for 2023
12. Authorize Mileage Reimbursement at the IRS Rate for 2023
13. Renew Town of Beekman Investment Policy for 2023
14. Agreement with the Town Financial Advisor for the Year 2023
15. Appoint Emergency Chain of Command for the Year 2023
16. Emergency Interim Successors for the Year 2023
17. Renewal Agreement with Fiscal Advisors and Marketing Inc. for Fiscal Advisory Services for the Year 2023
18. Approve Renewal of Dutchess County SPCA Contract for Housing for the year 2023
19. Approve Renewal of Dutchess County SPCA Contract for Animal Control Services for the year 2023
20. Approve Renewal of Logically Data Contract for 2023
21. Appointment of the Registrar & Deputy Registrar of Vital Statistics

22. Renew Liability Insurance Policy with New York Municipal Insurance Reciprocal (NYMIR) for 2023
23. Reappoint Town Prosecutor for the Year 2023
24. Salary and Wage Schedule for 2023
25. Designate Holidays for 2023
26. Appointment of Town Counsel for the Year 2023
27. Extend Video Ventures Ltd. Contract for 2 Years
28. Retain Special Counsel to the Town for the Year 2023
29. Establish Standard Work week for the Year 2023
30. Renew Town of Beekman Procurement Policy for the Year 2023
31. Approve Training for Town Bookkeeper
32. Approve Payment # 4 Gardner Hollow Bridge Project
33. Approve Entertainment for Senior Valentine's Day Party
34. Ratify Teamsters Contract
35. Payment of Claims

- Other Town Board Business
- General Board Comments
- Next Regular Town Board Meeting: Tuesday, January 24, 2023 at 7:00 PM

ADOURN

\*AGENDA SUBJECT TO CHANGE

RESOLUTIONS WERE NOT AVAILABLE AT TIME OF PUBLICATION

RESOLUTION 01:10:23-1  
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the December 20, 2022 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 December 20, 2022 Town Board Meeting.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 10, 2023

RESOLUTION NO. 01:10:23-2  
RE: RENEW RULES FOR PUBLIC COMMENT PERIODS AT TOWN OF BEEKMAN TOWN BOARD  
MEETINGS

BE IT RESOLVED, that the Town Board of the Town of Beekman hereby adopts the following rules of decorum for all periods of public comment at its Town Board meetings for the year 2023:

The presiding officer shall have, to the fullest extent provided by New York State law, the sole authority to regulate public comment at any meeting as she/he, in his/her sole discretion, shall see fit, including, but not limited to, the authority to set priority for topics of comment and to declare any person to be out of order for failure to follow his or her directives in this regard. In governing the meeting and regulating public comment the presiding officer shall consider, but shall not be strictly bound by the following guidelines:

1. The public shall be allowed to speak during the period of the meeting designated as "Public Comment" or as such other time as a majority of the Town Board shall suspend these rules, or at a duly called public hearing, or any other time required by state law or the Town Code of the Town of Beekman. Speakers must sign-in and provide their name, address and organization they represent, if applicable. Speakers must be recognized by the presiding officer. During the segment of the meeting designated "Public Comment", speakers shall limit their remarks to three (3) minutes and will be advised by the presiding officer when three (3) minutes have expired. Speakers are requested to conclude their remarks at that time. "Public Comment" is intended to afford persons an opportunity to express opinions on items on the Town Board agenda or general public comment periods. No Speaker shall be declared out of order, prevented from speaking or barred from attendance at any meeting because of any disagreement with the Speaker's position or view on any matter, because of the Speakers identity or because of any disagreement with the content of relevant testimony.
2. All remarks shall be addressed to the Town Board as a body and not to any member thereof. Speakers shall observe the rules of decorum set forth in Subsection 3 below. Interested parties or their representatives may address the Town Board by written communications. Written communications shall be delivered to the Town Clerk.
3. Rules of decorum
  1. Purposes of rules of decorum.
    1. To ensure that meetings of the Town Board are conducted in a way that allows the business of the Town to be effectively undertaken.

2. To ensure that members of the public who attend meetings of the Town Board can be heard in a fair, impartial manner.
  3. To ensure that meetings of the Town Board are conducted in a way which is open to all viewpoints and which is protective of the content of each speaker's speech and expression, yet is free from abusive, distracting or intimidating behavior.
  4. To ensure that these rules of decorum are understood by persons attending Town Board meetings.
  5. To ban egregious, inappropriate, and obstructive behavior at meetings of the Town Board.
2. Rules for the Speaker.
    1. The speaker shall conduct himself or herself in a professional and respectful manner.
    2. All remarks shall be directed to the Town Board, and not at Town staff or the public in attendance.
    3. The speaker shall not defame, intimidate, make personal affronts, make threats of violence, or use profanity.
  3. Rules for the public. Members of the public in the audience shall not engage in any of the following activities during a Town Board meeting:
    1. Shouting, Clapping, unruly behavior, distracting side conversations, or speaking out.
    2. Defamation, intimidation, personal affronts, threats of violence, or profanity.
    3. Behavior that disrupts the orderly conduct of the meeting.
  4. Persons Authorized to be approach dais. No person except members of the Town Board and Town Staff shall be permitted to approach the dais without the consent of the presiding officer.
  5. Enforcement of rules of decorum.
    1. Upon a violation of these rules of decorum, the presiding officer shall request the person or persons violating a rule or rules to cease the violation.
    2. If a violation continues, the presiding officer warns the person(s) that he/she may be required to leave the meeting room if a violation continues.
    3. If the person or persons does not cease the violation(s) the presiding officer shall declare the person out of order at which time the person or persons will be ordered to leave the meeting room by the presiding officer.

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: January 10, 2023

**RESOLUTION 01:10:23-3**  
**RE: SET BEEKMAN TOWN BOARD MEETING SCHEDULE FOR THE YEAR 2023**

BE IT RESOLVED, that the Regular Meetings of the Beekman Town Board will be conducted throughout the year 2023 at 7:00 PM, twice a month, on the second and fourth Tuesday of each month, with the exception of December which will have one meeting on the 19<sup>th</sup> of the Month. The meetings will take place in the Meeting Room of the Beekman Town Hall, 4 Main Street, Poughquag, New York, unless otherwise noticed, and

BE IT FURTHER RESOLVED, should the date of such meeting fall on a holiday or at a time that is not possible to conduct the meeting, such as in the case of inclement weather, the meeting shall be held the following Tuesday at the same time and location; and

BE IT FURTHER RESOLVED, that the Town Board reserves the right to cancel any meeting in any month or schedule a special meeting of the Board and any such cancellation and such scheduling shall be advertised by posting the announcement on the Town Clerk's Bulletin Board, with posting to the Town's official website and notification in the Town's official newspaper if required.

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: January 10, 2023



RESOLUTION NO. 01:10:23-4  
RE: ACKNOWLEDGEMENT OF APPOINTMENTS FOR THE YEAR 2023

BE IT RESOLVED, that the Town Board of the Town of Beekman does hereby acknowledge the following appointments for the year 2023:

- Councilwoman Sharon Wohrman as Deputy Supervisor
- Amy Goetz as Deputy Town Clerk
- Amy Goetz as Deputy Receiver of Taxes
- Margaret Wooley as Deputy Receiver of Taxes

Supervisor Covucci acknowledged that the newly Elected Officials have taken their Oaths and filed them with the Town Clerk.

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 10, 2023

RESOLUTION NO. 01:10:23-5  
RE: BOARD APPOINTMENTS FOR 2023

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

NOW, THEREFORE, BE IT RESOLVED, that the Town of Beekman Town Board does hereby make the following appointments:

Katie Whitaker           to the CAC with a term to expire December 31, 2024  
Claude Rancourt       to the CAC with a term to expire December 31, 2024  
Shannon Fatum         to the CAC with a term to expire December 31, 2024

Rob LoPane             to the Planning Board with a term to expire December 31, 2028

Claude Rancourt       alternate to the Planning Board with a term to expire December 31, 2025

Maria Rodrigues       to the Zoning Board of Appeals with a term to expire December 31, 2027;  
and

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:   COUNCILWOMAN WOHRMAN

Seconded:    COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 10, 2023

RESOLUTION 01:10:23-6

RE: AUTHORIZING THE TOWN OF BEEKMAN TOWN BOARD TO DESIGNATE AND REAPPOINT JOHN FRUSTACE AS CHAIRMAN OF THE TOWN OF BEEKMAN PLANNING BOARD

BE IT RESOLVED, that the Town of Beekman Town Board does hereby designate and reappoint John Frustace as Chairman of the Town of Beekman Planning Board for 2023.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 10, 2023

RESOLUTION 01:10:23-7

RE: AUTHORIZING THE TOWN OF BEEKMAN TOWN BOARD TO DESIGNATE AND REAPPOINT MERSIN CAPOLLARI AS CHAIRMAN OF THE TOWN OF BEEKMAN ZONING BOARD OF APPEALS

BE IT RESOLVED, that the Town of Beekman Town Board does hereby designate and reappoint Mersin Capollari as Chairman of the Town of Beekman Zoning Board of Appeals for 2023.

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: January 10, 2023

RESOLUTION 01:10:23-8

RE: DESIGNATE POUGHKEEPSIE JOURNAL AS TOWN OF BEEKMAN OFFICIAL NEWSPAPER FOR THE  
YEAR 2023

BE IT RESOLVED, that the Town Board of the Town of Beekman does hereby designate the  
POUGHKEEPSIE JOURNAL as the official newspaper for the Town of Beekman for the year 2023.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 10, 2023

**RESOLUTION 01:10:23-9**  
**RE: DESIGNATION OF DEPOSITORIES FOR THE YEAR 2023**

WHEREAS, Section 64 of Town Law provides for the Town Board to designate by written resolution the banks in which certain officers shall deposit monies;

NOW, THEREFORE, BE IT RESOLVED, that any commercial bank conducting business with the State of New York shall be designated as depositories for the Town of Beekman in which monies may be deposited and invested for the year 2023.

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 10, 2023

**RESOLUTION NO. 01:10:23-10**  
**RE SIGNATURE AUTHORIZATION ON DEPOSITORY ACCOUNTS FOR THE YEAR 2023**

BE IT RESOLVED, that authorization is given to the Town Supervisor and Deputy Town Supervisor to sign signature cards and checks for the Town of Beekman; and

BE IT FURTHER RESOLVED, that authorization is given to the Town Clerk and the Deputy Town Supervisor to sign signature cards and to countersign checks exceeding \$2,500.00; and

BE IT FURTHER RESOLVED, that two (2) signatures are required on all checks exceeding \$2,500.00, one of which needs to be either the Town Supervisor or the Deputy Town Supervisor.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 10, 2023

RESOLUTION NO. 01:10:23- 11

RE: AUTHORIZE TOWN OF BEEKMAN PETTY CASH FUNDS FOR THE YEAR 2023

WHEREAS, various Town Departments maintain petty cash funds; and

WHEREAS, the Bookkeeper has recommended that the petty cash funds be approved pursuant to Town Law 64-1A for the purpose of low dollar miscellaneous purchases of supplies; reimbursement of out of pocket employee expenses; and making change, all subject to Audit; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman authorizes department Petty Cash Funds as follows:

Receiver of Taxes	\$ 200.00
Town Clerk	\$ 300.00
Parks & Recreation	\$ 550.00
Supervisor	<u>\$ 50.00</u>
GENERAL FUND TOTAL	\$ 1,100.00

\*\*\*\*FRIENDLY AMENDMENT WAS MADE BY SUPERVISOR COVUCCI TO REMOVE THE PETTY CASH AMOUNT OF \$200.00 FROM THE RECEIVER OF TAXES BRINGING THE NEW TOTAL TO \$900.00, SECONDED BY COUNCILMAN STIEGLER\*\*\*\*

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: January 10, 2023



**RESOLUTION NO. 01:10:23-12**  
**RE: AUTHORIZE MILEAGE REIMBURSEMENT AT THE IRS RATE FOR THE YEAR 2023**

**WHEREAS**, Town Law requires that the Town Board designate mileage compensation for official business;

**NOW, THEREFORE, BE IT RESOLVED**, that compensation for mileage will be paid at the applicable IRS 2023 rate (65.5 cents per mile) on out of Town business, subject to prior authorization of the Town Board, excepting the Assessor and Building Inspector II, who will be compensated for in Town mileage while utilizing their privately owned and insured vehicles for the performance of the duties of their office, and upon submission of the appropriate voucher and upon review, and approval by the Town Supervisor and/or the Town Bookkeeper, as the case may be, and

**BE IT FURTHER RESOLVED**, that all requests for reimbursement shall be submitted monthly and must be supported by an itemized statement showing the Town business conducted in connection with each request; and

**BE IT FURTHER RESOLVED**, that all travel expense, transportation, and registration expense may be reimbursed following prior authorization by the Town Board on out of town attendance at meetings.

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILMAN STIEGLER**

**ROLL CALL VOTE:**

Councilman Stiegler	<b>AYE</b>
Councilman Battaglini	<b>AYE</b>
Councilman Lemak	<b>AYE</b>
Councilwoman Woehrman	<b>AYE</b>
Supervisor Covucci	<b>AYE</b>

**Dated: January 10, 2023**

RESOLUTION NO. 01:10:23-13  
RE: RESOLUTION RENEWING THE TOWN OF BEEKMAN INVESTMENT POLICY

WHEREAS, by Resolution No. 08:11:20-4(121), the Town Board adopted the Town's Investment Policy; and

WHEREAS, by Resolution No. 04:27:21- 12(78) the Town Board made an amendment to the Investment Policy; and

WHEREAS, the Town of Beekman reviews its Adopted Investment Policy annually.

NOW, THEREFORE, BE IT RESOLVED, that the Town's Investment Policy dated April 27, 2021 will be renewed for 2023.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 10, 2023

RESOLUTION NO. 01:10:23-14  
RE: APPROVING THE RE-APPOINTMENT OF THE FINANCIAL SERVICES CONSULTANT

WHEREAS, there currently is a vacancy in the position of Town Comptroller; and

WHEREAS, the Town Board of the Town of Beekman is desirous of appointing a Town Comptroller in accordance with Section 20(3) (b) of the Town Law; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman does hereby re-appoint Thomas M. Carey as the Financial Services Consultant; and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to execute a Consulting Agreement with Mr. Carey for the year 2023 in substantially the same form and substance as attached hereto.

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: January 10, 2023

**RESOLUTION NO. 01:10:23-15**  
**RE: APPOINT EMERGENCY CHAIN OF COMMAND FOR THE YEAR 2023**

BE IT RESOLVED, the Town Board of the Town of Beekman does hereby appoint the following individuals as the Emergency Chain of Command for the year 2023:

- |                 |                     |
|-----------------|---------------------|
| 1. Supervisor   | Mary Covucci        |
| 2. Councilwoman | Sharon Wohrman      |
| 3. Town Clerk   | Lauren Abbatantuono |

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 10, 2023

RESOLUTION NO. 01:10:23-16  
RE: EMERGENCY INTERIM SUCCESSORS FOR THE YEAR 2023

BE IT RESOLVED, that the Town Board of the Town of Beekman does hereby appoint the following individuals as Emergency Interim Successors for the year 2023, as requested by Dutchess County Department of Emergency Response, and does hereby specify their rank in order of succession as listed, the following individuals:

- |                 |                      |
|-----------------|----------------------|
| 1. Councilwoman | Sharon Wohrman       |
| 2. Town Clerk   | Laureen Abbatantuono |
| 3. Councilman   | Werner Stiegler      |

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: January 10, 2023

RESOLUTION NO. 01:10:23-17

RE: RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO EXECUTE A RENEWAL AGREEMENT WITH FISCAL ADVISORS AND MARKETING, INC FOR FISCAL ADVISORY SERVICES FOR FISCAL YEAR 2023

WHEREAS, the Town of Beekman Bookkeeper has reviewed and recommended a renewal contract with Fiscal Advisors and Marketing, Inc. for 2023 to provide Fiscal Advisory Services for the Town of Beekman,

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Beekman hereby authorizes the Town Supervisor to execute the necessary agreement with Fiscal Advisors and Marketing, Inc. for Fiscal Advisory Services for Fiscal Year 2023.

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: January 10, 2023

RESOLUTION 01:10:23-18

RE: APPROVE RENEWAL OF DUTCHESS COUNTY SPCA CONTRACT FOR HOUSING FOR THE YEAR  
2023

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

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: January 10, 2023

RESOLUTION 01:10:23-19

RE: APPROVE RENEWAL OF DUTCHESS COUNTY SPCA CONTRACT FOR ANIMAL CONTROL SERVICES  
FOR THE YEAR 2023

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, 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;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman approves and consents to the contracting of animal control services with the Dutchess County SPCA and authorizes the Supervisor to sign an agreement for this service in form and substance as attached hereto and made a part hereof.

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 10, 2023



RESOLUTION NO. 01:10:23 -20

RE: APPROVE RENEWAL OF LOGICALLY DATA CONTRACT FOR THE YEAR 2023

WHEREAS, Logically Data currently provides Network support and service to the Town of Beekman; and

WHEREAS, the current contract is set to expire December 31, 2022; and

WHEREAS, the Town Attorney has reviewed the attached contract; and

WHEREAS, the Town Board of the Town of Beekman is desirous in renewing the contract with Logically Data for the purpose of network support and service for 2023;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to sign the attached contract with Logically Data for the year 2023.

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: January 10, 2023

RESOLUTION NO. 01:10:23-21  
RE: APPOINTMENT OF THE REGISTRAR & DEPUTY REGISTRAR OF VITAL STATISTICS

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

NOW, THEREFORE, BE IT RESOLVED, that the following appointments for the year 2023 are hereby authorized and approved:

Registrar of Vital Statistics:

Town Clerk                      \$1,508.00 Annual Salary

Deputy Registrar of Vital Statistics:

Deputy Clerk                      \$520.00 Annual Salary

AND BE IT FURTHER RESOLVED, that the foregoing salary be paid from the General Fund.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 10, 2023

RESOLUTION NO. 01:10:23-22

RE: ACCEPT INSURANCE PROPOSAL AND EXECUTE AN AGREEMENT FOR LIABILITY INSURANCE  
COVERAGE FOR THE TOWN OF BEEKMAN THROUGH NEW YORK MUNICIPAL INSURANCE  
RECIPROCAL (NYMIR) FOR THE POLICY PERIOD JANUARY 1, 2023 TO DECEMBER 31, 2023

WHEREAS, the insurance proposal was reviewed by the Town Supervisor and the Bookkeeper and it was determined that the policy offered through NYMIR provided the insurance coverage and premium costs that were acceptable to the Town of Beekman and that there is sufficient money budgeted in the Town's 2023 budget to provide for said insurance coverage; and

WHEREAS, said agreement needed to be signed before year end,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman does hereby authorize the Town Supervisor to execute all documents required to provide insurance coverage to the Town of Beekman through New York Municipal Insurance Reciprocal (NYMIR) for the policy term January 1, 2023 through December 31, 2023.

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: January 10, 2023

RESOLUTION NO. 01:10:23-23  
RE: REAPPOINT TOWN PROSECUTOR FOR THE YEAR 2023

WHEREAS, the Beekman Town Board appoints a Town Prosecutor to prosecute zoning violations as well as certain traffic and vehicular violations in our local court; and

WHEREAS, a proposal for terms of employment as Town Prosecutor has been received for the year 2023;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the proposal dated January 1, 2023 from the Law Firm of Hogan, Rossi and Liguori, 3 Starr Ridge Road, Suite 200, Brewster, New York, 10509 to serve as the Town of Beekman Prosecutor at a fee of \$200.00 per hour for each monthly court session in which the various summonses will be prosecuted in addition to the terms and conditions outlined in the attached contract; and

BE IT FURTHER RESOLVED, that the Supervisor is hereby authorized to execute a contract of employment between the Town of Beekman and the Law Firm of Hogan, Rossi and Liguori as attached, and

BE IT FURTHER RESOLVED, that all requests for reimbursement pursuant to this agreement shall be set forth in a signed and itemized voucher audited and approved by the Town of Beekman Board as required by law.

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: January 10, 2023

**RESOLUTION NO. 01:10:23-24**  
**RE: SALARY AND WAGE SCHEDULE FOR THE YEAR 2023**

WHEREAS, the Town Board is authorized to set salaries and wages for personnel not covered by a bargaining unit;

NOW, THEREFORE, BE IT RESOLVED, that the salaries for employees of the Town for the year 2023 are as follows:

Deputy Supervisor	\$ 2,600.00
Deputy Town Clerk	\$24.92 per hour
Deputy Receiver of Taxes	\$35.00 per hour
Bookkeeper	\$34.68 per hour
Account Clerk	\$24.48 per hour
Record Clerk	\$21.93 per hour
Recreation Director	\$60,484
Recreation Assistant/Assistant to the Recreation Director	\$16.83 per hour
Recreation Assistant/Activity Coordinator – Senior Program	\$23.38 per hour
Recreation Assistant/Activity Supervisor – Senior Program	\$17.49 per hour
Secretary to the Superintendent of Highway	\$17.79 per hour
Deputy Highway Superintendent	\$ 0.00 per Diem
Seasonal Heavy Motor Equipment Operator	\$23.42 per hour
Seasonal Motor Equipment Operator	\$22.42 per hour

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 10, 2023

**RESOLUTION NO. 01:10:23-25**  
**RE: DESIGNATE HOLIDAYS FOR THE YEAR 2023**

WHEREAS, the Holiday Schedule is noted in 3.1.1 of the Town of Beekman Employment Practices Compliance Manual; and

WHEREAS, the Town Board is desirous in setting the holiday observance schedule for 2023 to be observed by Town of Beekman Personnel not covered by the existing bargaining agreements of the CSEA and the Highway Department;

NOW, THEREFORE, BE IT RESOLVED, that the following holidays shall be observed in 2023 for all Non-union personnel of the Town of Beekman:

New Year's Day	January 2, 2023
Martin Luther King Day	January 16, 2023
Presidents' Day	February 20, 2023
Memorial Day	May 29, 2023
Juneteenth	June 19, 2023
Independence Day	July 4, 2023
Labor Day	September 4, 2023
Columbus Day	October 9, 2023
Election Day	November 7, 2023
Veterans Day	November 13, 2023
Thanksgiving Day	November 23, 2023
Day after Thanksgiving	November 24, 2023
Christmas Day	December 25, 2023

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 10, 2023

RESOLUTION NO. 01:10:23-26

RE: APPOINTMENT OF LEGAL COUNSEL TO THE TOWN FOR THE YEAR 2023

WHEREAS, Town Law provides that the Town Board may employ an attorney to provide such professional services and advice as the Town Board may require; and

BE IT RESOLVED, that Wallace & Wallace, 85 Civic Center Plaza, Suite LL3, Poughkeepsie, NY, 12601 be retained as the Legal Counsel to the Town of Beekman for professional services consistent with the scope of professional services in accordance with Chapter 3 of the Town Code for the Town of Beekman as outlined in their contract; and

BE IT FURTHER RESOLVED, that the Town Board hereby continues to retain Wallace & Wallace for the year 2023.

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: January 10, 2023

RESOLUTION NO. 01:10:23-27

RE: EXTENDING VIDEO VENTURES LTD. CONTRACT FOR WEB CASTING SERVICES

WHEREAS, Video Ventures, LTD. has filmed; recorded and posted the Town of Beekman's Town Board Meetings online and, when needed the Planning Board Meetings and ZBA Meetings; and

WHEREAS, the Town's contract with Video Ventures is set to expire on December 31, 2022; and

WHEREAS, Video Ventures, LTD. has submitted a renewal agreement for an additional two (2) years of service in the amount of \$250 per meeting to be considered by the Town Board;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to renew the Town's contract with Video Ventures LTD. to record and webcast Beekman Town Meetings thru December 31, 2024 as attached hereto.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 10, 2023



**RESOLUTION NO. 01:10:23-28**  
**RE: RESOLUTION TO RETAIN SPECIAL COUNSEL ATTORNEYS TO THE TOWN**

WHEREAS, Wallace & Wallace, LLP, the Legal Counsel to the Town of Beekman cannot represent the Town in certain instances; and

WHEREAS, the Town has received an engagement letter from Catania, Mahon & Rider, PLLC to represent the Town of Beekman when requested,

NOW, THEREFORE, BE IT RESOLVED, that Catania, Mahon & Rider, PLLC with offices at 641 Broadway, Newburgh, New York 12550 be, and hereby is employed and retained to represent the Town of Beekman when requested; and

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the Supervisor to execute the engagement letter dated January 1, 2023, submitted to the Supervisor, a copy of which is annexed hereto; and

BE IT FURTHER RESOLVED, Catania, Mahon & Rider, PLLC shall be paid in accordance with the engagement letter submitted to the Supervisor dated January 1, 2023.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 10, 2023

RESOLUTION NO. 01:10:23-29

RE: THE TOWN BOARD ESTABLISHING THE STANDARD WORK WEEK FOR THE YEAR 2023

BE IT RESOLVED, that the Town Board of the Town of Beekman hereby designates the following as the standard work week for the Town of Beekman for the year 2023:

Town Hall	Monday – Thursday: 8:00 a.m. to 4:45 p.m.
Recreation Department	Monday – Friday: 9:00 a.m. to 4:00 p.m.
Maintenance Department	Monday – Friday: 8:00 a.m. to 4:00 p.m.
Town Court	Monday – Thursday: 8:00 a.m. to 4:45 p.m.
Highway	In accordance with Collective Bargaining Agreement
Summer Schedule -	Monday – Thursday: 6:00 a.m. to 4:30 p.m.
Winter Schedule -	Monday – Friday: 8 consecutive hours

BE IT FURTHER RESOLVED, that the Supervisor shall notify the effected employees and the bargaining unit as required by their respective collective bargaining agreements.

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler	NO
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Woehrman	AYE
Supervisor Covucci	AYE

Dated: January 10, 2023

**RESOLUTION NO. 01:10:23-30**  
**RE: RENEW THE PROCUREMENT POLICY FOR THE YEAR 2023**

WHEREAS, Section 104-b of the General Municipal Law requires every Town to annually review their internal policies and procedures governing all procurement of goods and services not subject to the bidding requirements of General Municipal Law Section 103 or any other law; and

WHEREAS, the renewal of the procurement policy is exempt from environmental review under the State Environmental Quality Review Act as a Type II action.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman does hereby renew the Town of Beekman's Procurement Policy for 2023.

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: January 10, 2023

RESOLUTION NO. 01:10:23-31  
RE: APPROVE TRAINING FOR TOWN BOOKKEEPER

WHEREAS, the New York Government Finance Officers' Association (NYGFOA) is holding it's 2023 Professional Development Sessions in Albany New York; and

WHEREAS, the Accounting and Financial Reporting Training scheduled for March 29-31, 2023 would be beneficial for our Town Bookkeeper in the Finance Department; and

WHEREAS, the funds are available for this course;

NOW, THEREFORE, BE IT RESOLVED, that Linda Bloomer is hereby authorized to attend said session with a cost not to exceed \$550.00, including mileage and tolls.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 10, 2023

RESOLUTION NO. 01:10:23 -32

RE: RESOLUTION OF THE TOWN BOARD APPROVING APPLICATION AND CERTIFICATION FOR PAYMENT (# 4) FOR THE GARDNER HOLLOW BRIDGE PROJECT

WHEREAS, the Town of Beekman is a party to a contract with OCS Industries, Inc., (the "Contractor") for the project known as "the Gardner Hollow Bridge Project"; and

WHEREAS, the Contractor has submitted an Application and Certification for Payment (#4) dated November 30, 2022 for the amount of \$693,319.11 less 10% retainage (\$69,331.91) less previous payments totaling \$484,588.67 for a total of \$139,398.53 (see attached); and

WHEREAS, the contractor has requested full or partial payment of the items on the continuation sheet that is attached to the payment request application, covering the period of November 1, 2022 through November 31, 2022 and

WHEREAS, the Town Engineer has reviewed the request and agrees with the quantity of work completed per the continuation sheet, and

THEREFORE recommends the Town Board authorize payment to OCS Industries, Inc. in the amount of \$139,398.53 in order to satisfy Application and Certification #4,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor of the Town of Beekman to make payment to OCS Industries, Inc., as requested in Application and Certification for Payment #4 in the amount NOT TO EXCEED \$139,398.53.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 10, 2023

**RESOLUTION NO. 01:10:23-33**  
**RE: APPROVE ENTERTAINMENT FOR SENIOR VALENTINE'S DAY PARTY**

WHEREAS, the Senior Center has a Valentine's Day Party scheduled for Thursday, February 16, 2023 from the hours of 11 am to 2 pm, at Recreation Park, and

WHEREAS, the costs of the meal will be covered by the \$8.00 per person fee for Town of Beekman Senior residents and a \$10.00 per person fee for non-residents/ non-seniors collected for the party,

NOW, THEREFORE, BE IT RESOLVED, that the following expenditures be authorized,  
John Hannah entertainment for an amount not to exceed \$400.00  
Paper products and associated items for a cost of \$100.00

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 10, 2023

**RESOLUTION NO. 01:10:23-34**  
**RE: APPROVING AND RATIFYING THE MEMORANDUM OF AGREEMENT**  
**AND AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE TOWN AND THE TOWN HIGHWAY DEPARTMENT**

**WHEREAS**, representatives of the Town of Beekman (the "Town") and Local 456, International Brotherhood of Teamsters, representative for the Town of Beekman Highway Department (the "Union") (collectively "the parties") exchanged proposals and met to negotiate the terms of a new collective bargaining agreement on multiple occasions in years 2021 and 2022; and

**WHEREAS**, the parties engaged the assistance of a Mediator assigned through the NYS Public Employment Relations Board ("PERB") to resolve the terms of the contract; and

**WHEREAS**, the parties met with the Mediator on three occasions, and on December 7, 2022, entered into a Memorandum of Agreement ("MOA") setting forth the terms and conditions of employment for the term January 1, 2021 through December 31, 2025, a copy of which is annexed hereto and made a part of this resolution; and

**WHEREAS**, the Town Board has reviewed and considered the terms of the MOA and wishes to agree to and ratify the same;

**NOW, THEREFORE, IT IS HEREBY:RESOLVED**, that the Town Board of the Town of Beekman hereby ratifies and approves the MOA between the Town and the Union for the term beginning January 1, 2021 and ending December 31, 2025.

**BY ORDER OF THE TOWN BOARD**  
**OF THE TOWN OF BEEKMAN, NEW YORK**

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN STIEGLER

**ROLL CALL VOTE:**

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

Dated: January 10, 2023

RESOLUTION NO. 01:10:23-35  
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	\$ 192,866.95
Claims to be paid from the DA-Highway Fund	\$ 87,884.92
Claims to be paid from the SS – Dover Ridge Sewer	\$ 5,168.06
Claims to be paid from the SW – Dover Ridge Water	\$ 2,678.90
Claims to be paid from the T-Trust & Agency Fund	\$ 7,813.11
<u>Claims to be paid from the H-Capital Fund</u>	<u>\$ 142,493.03</u>
	<u>\$ 438,904.97</u>

12/23/2022 Payroll #26

General Fund	\$ 31,395.66
Highway Fund	<u>\$ 36,229.50</u>
	<u>\$ 67,625.16</u>

Introduced: COUNCILWOMAN WOHRMAN

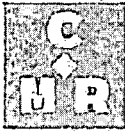
Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 10, 2023





CATANIA, MAHON & RIDER, PLLC  
ATTORNEYS AT LAW

JOSEPH A. CATANIA JR.\*  
RICHARD M. MAHON  
MICHELLE F. RIDER, CPA (FL)  
PAUL S. ERNENWEIN  
JOSEPH G. MCKAY  
MICHAEL E. CATANIA (NJ)  
SEAMUS P. WEIR  
ARI L. BAUER  
JOHN W. FURST

641 BROADWAY  
NEWBURGH, NEW YORK 12550  
TEL (845) 565-1100  
FAX (845) 565-7999  
TOLL FREE 1-800-344-5655

E-MAIL: [CMR@CMRLAW.COM](mailto:CMR@CMRLAW.COM)  
(FAX AND E-MAIL SERVICE NOT ACCEPTED)  
[WWW.CMRLAW.COM](http://WWW.CMRLAW.COM)

SHAY A. HUMPHREY\*\*\*  
JEFFREY S. SCULLEY\*\*  
GEORGE L. KIAMOS  
NICHOLAS C. LOZITO  
JONATHAN J. DeJOY  
DAVID E. DECKER  
MELISSA L. GOWAN  
JUSTIN W. VAN HOUTEN

HOBART J. SIMPSON (1975-2016)

(ALSO ADMITTED IN)

\* Of Counsel  
\*\* Special Counsel

Writer's Direct No.  
(845) 569-4394

Writer's E-Mail  
[jmckay@cmrlaw.com](mailto:jmckay@cmrlaw.com)

January 10, 2023

Mary Covucci  
Supervisor  
Town of Beekman  
4 Main St  
Poughquag, NY 12570

RE: Town of Beekman - General Advice - Continued Representation  
Our File No.: 15513-66993

Dear Supervisor Covucci and Town Board Members:

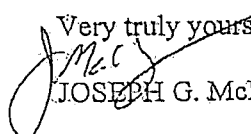
I would like to take this opportunity, on behalf of the firm, to thank the Board for the confidence it has shown in our counsel during this past year. The firm values our relationship with the town and wishes that it continues for many years to come.

Please let this letter formally state the firm's interest in continuing to act as Special Counsel for the town in 2023. The firm proposes that we perform services under the same terms and conditions as approved by the town in 2022, at an hourly rate of \$250.00 per hour.

We are ready, willing and able to assist the Town with its legal needs and to provide counsel to the Town in whatever capacity we are needed.

Thank you again. We look forward to continuing to work with the Town in 2023 and beyond.

Very truly yours,

  
JOSEPH G. MCKAY

JGM/jd/2232846

Resolution 1-10-23  
Mar B Covucci 1-11-23



**ORIGINAL**

**Video Ventures Ltd.  
23 Roundtree Court  
Beacon, NY 12508**

**Peter Skorewicz 845-440-3174 914-629-9864 (cell)**

**CONTRACT OF SERVICE**

**JANUARY 1, 2023 thru December 31, 2024**

To have the Town of Beekman televise the biweekly Town Board Meetings on the local Government Access Channel and also have these meetings available to the residents on the Internet beginning January 2023. The meetings would be taped and edited by Video Ventures Ltd. The price to shoot and produce each meeting would be \$250.00 for single camera coverage for 3 hours from 7:00pm until 10:00pm. Addition hours would be billed at \$25.00 per hour.

In addition to the service above Video Ventures would convert and upload the meetings to the Town's new YouTube Channel that is embedded on the Town website.

**Contract**

The Town of Beekman is contracting Video Ventures Ltd for (2) two years with (2) two one-year options to renew based upon performance. Video Ventures is supplying the camera crew and all necessary equipment for taping, editing, and uploading the meetings each month. As stated above the monthly charge for all services mentioned is a total of \$1000.00. The only additional fee would be \$25.00 per hour if the meetings run over 3 hours long. Video Ventures will back up every meeting onto the Town of Beekman video hard drive for records keeping and also upload to Comcast server for broadcasting on the Public Access Channel.

**Video Ventures Ltd.**

Video Ventures Ltd is a video production company owned by Peter Skorewicz, Jr 23 Roundtree Court, Beacon, NY.

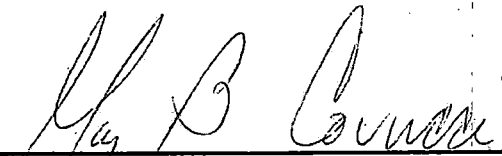
**Video Ventures Ltd.  
23 Roundtree Court  
Beacon, NY 12508**

**Peter Skorewicz 845-440-3174 914-629-9864 (cell)**

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Peter Skorewicz, Jr Owner & CEO Video Ventures

Date

  
Town of Beekman representative

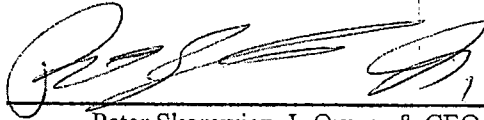
1-11-23

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Date

Video Ventures Ltd.  
23 Roundtree Court  
Beacon, NY 12508

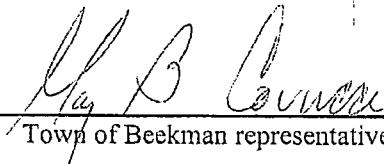
Peter Skorewicz 845-440-3174 914-629-9864 (cell)



Peter Skorewicz, Jr Owner & CEO Video Ventures

1/11/23

Date



Town of Beekman representative

1-11-23

Date

[www.videoventuresltd.com](http://www.videoventuresltd.com)



TOWN OF  
**BEEKMAN**  
*New York*

4 Main Street  
Poughquag, NY 12570  
[www.townofbeekman.com](http://www.townofbeekman.com)  
(845) 724-5300

January 10, 2023

Hon. William V. Grady, District Attorney  
The District Attorney of Dutchess County  
236 Main Street  
Poughkeepsie, NY 12601

By Fax 845-486-2324 & USPS

RE: Town of Beekman Special Prosecutor

Dear Mr. Grady,

This will serve as notification that Hogan, Rossi & Liguori will continue to be the Town of Beekman Town Court Special Prosecutor for Town Code Violations, Penal Law and Vehicle and Traffic infractions. The term is effective January 1, 2022 and ends December 31, 2023. I have enclosed a copy of the resolution. The Town Board requests that Hogan & Rossi Special Prosecutor be authorized and empowered to handle the following matters:

- Violations, including Penal Law violations, with the exception of violations that involve incidents of Domestic Violence and those involving incidents occurring on school property;
- Ordinances and Building code violations;
- Vehicle and Traffic Law Infractions issued by the New York State Police and Dutchess County Sheriff's Office;
- Agriculture & Markets Law Violations; and
- Parking Violations.

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

Sincerely,



Lauren Abbatantuono

Town Clerk

COPY

**RESOLUTION NO. 01:10:23-23**  
**RE: REAPPOINT TOWN PROSECUTOR FOR THE YEAR 2023**

**WHEREAS**, the Beekman Town Board appoints a Town Prosecutor to prosecute zoning violations as well as certain traffic and vehicular violations in our local court; and

**WHEREAS**, a proposal for terms of employment as Town Prosecutor has been received for the year 2023;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby accepts the proposal dated January 1, 2023 from the Law Firm of Hogan, Rossi and Liguori, 3 Starr Ridge Road, Suite 200, Brewster, New York, 10509 to serve as the Town of Beekman Prosecutor at a fee of \$200.00 per hour for each monthly court session in which the various summonses will be prosecuted in addition to the terms and conditions outlined in the attached contract; and

**BE IT FURTHER RESOLVED**, that the Supervisor is hereby authorized to execute a contract of employment between the Town of Beekman and the Law Firm of Hogan, Rossi and Liguori as attached, and

**BE IT FURTHER RESOLVED**, that all requests for reimbursement pursuant to this agreement shall be set forth in a signed and itemized voucher audited and approved by the Town of Beekman Board as required by law.

**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: January 10, 2023**

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

**DATED: January 10, 2023**  
**BEEKMAN, NY**

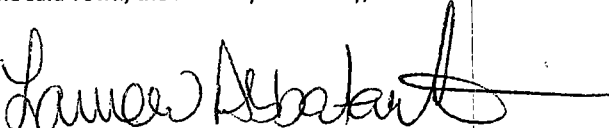
**CERTIFICATION**

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/adjourned meeting of the Town Board of the Town of Beekman, held on the 10th day of January, 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 11th day of January, 2023.



  
**LAUREEN ABBATANTUONO**  
**TOWN CLERK**

**CONTRACT BETWEEN  
HOGAN, ROSSI & LIGUORI  
AND  
THE TOWN OF BEEKMAN**

**THIS AGREEMENT** made as of this 1st day of January, 2023, by and between the TOWN OF BEEKMAN, a municipal corporation of the State of New York, having an office and place of business at 4 Main Street, Poughquag, NY 12570 (hereinafter referred to as the "TOWN"), and HOGAN, ROSSI & LIGUORI, having an office and principal place of business at 3 Starr Ridge Road, Suite 200, Brewster, New York 10509 (hereinafter referred to as the "LAW FIRM");

**WHEREAS**, the TOWN desires to obtain the legal services and representation of the attorney;

**WHEREAS**, the LAW FIRM desires to provide legal services and representation to the TOWN for the compensation and on the terms herein provided;

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties agree as follows:

**FIRST:** The TOWN has the necessary funds to pay the LAW FIRM under budget line A1420-0420.

**SECOND:** The LAW FIRM shall furnish legal representation for violations of the Vehicle and Traffic Law, Penal Law and Town Code Violations.

**THIRD:** The term of this Contract shall commence on January 1, 2023 and shall continue to December 31, 2023 unless terminated sooner in accordance with the provisions hereinafter set forth.

**FOURTH:** The LAW FIRM shall be in an attorney/client relationship with the TOWN, and all communications between the LAW FIRM and the TOWN shall be confidential and privileged to the fullest extent permitted by law, unless such privilege is specifically waived in writing by the TOWN.

**FIFTH:** For the professional services rendered to the TOWN, legal representation of the TOWN before the Town Justice Court for Vehicle and Traffic Law Violations, Penal Law Violations and Town Code Violations, the TOWN agrees to pay the LAW FIRM an hourly fee of TWO HUNDRED DOLLARS (\$200.00) per hour. The TOWN shall be responsible to reimburse the LAW FIRM for all reasonable disbursements.

The LAW FIRM shall properly maintain a detailed log, including time and disbursement records, relative to and contemporaneous with the services rendered by the LAW FIRM or the LAW FIRM'S staff for the preceding month, the task for which reimbursement is sought, and the dates on which the work was performed. Any and all requests for payment to be made shall be submitted by the LAW FIRM on properly executed claim forms of the TOWN and paid only after approval by the Town Board. In no event shall final payment be made to the LAW FIRM prior to the completion of all professional services, the filing of all necessary papers, the submission of reports and the approval of same by the Town Comptroller. No invoice shall be submitted, and no compensation shall be paid, for work that was completed more than three months prior to the date that an invoice for said work was received by the TOWN.

Prior to the making of any payments hereunder, the TOWN may, at its option, audit all files and any time and disbursement records of the LAW FIRM as are reasonably pertinent to this Agreement to substantiate the basis for payment. The TOWN shall not be restricted from withholding payment for cause found in the course of such audit or because of the failure of the LAW FIRM to



cooperate with such audit. The TOWN shall, in addition, have the right to audit all files at any time and disbursement records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement.

It is understood and agreed by and between the parties hereto that the services to be rendered by the LAW FIRM in performance of this Agreement are a material element of this Agreement. Any failure to provide such services shall be deemed a material breach and this Agreement shall terminate in accordance with the provisions in Paragraph "SIXTH" hereof. No substitution of the services of the LAW FIRM by another shall be permitted during the term of this Agreement without the express written consent of the Town Board.

**SIXTH:** The TOWN, upon ten (10) days notice to the LAW FIRM, may terminate this Agreement in whole or in part when the TOWN deems it to be in its best interest. In such event, the LAW FIRM shall be compensated, and the TOWN shall be liable only for payment for services already rendered and expenses incurred under this Agreement prior to the effective date of termination.

The LAW FIRM, upon ninety (90) days notice to the Town Clerk, may terminate this Agreement in whole or in part when the LAW FIRM deems it to be in his best interest.

In the event of a dispute as to the value of the services rendered by the LAW FIRM prior to the date of termination, it is understood and agreed that independent third-party Attorney shall determine the value of such services rendered by the LAW FIRM. Such reasonable and good faith determination shall be accepted by the LAW FIRM as final.

In the event of termination, the LAW FIRM agrees to cooperate with the in-coming Attorney regarding substitutions of counsel and obtaining necessary court approvals.

**SEVENTH:** ALL records compiled by the LAW FIRM in completing the work described in this Agreement, including but not limited to pleadings, transcripts, written reports,

studies, computer printouts, graphs, charts, plans and all other similar recorded data, shall become and remain the property of the TOWN. The LAW FIRM shall deliver to the TOWN all such records upon demand by the Town Board. The LAW FIRM may retain copies of such records for its own use.

**EIGHTH:** Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the TOWN is void. The LAW FIRM shall not subcontract any part of the work without the written consent of the TOWN. ALL subcontracts shall provide that subcontractor are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the LAW FIRM.

**NINTH:** The LAW FIRM agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The LAW FIRM further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The LAW FIRM represents and warrants that it has not employed or retained any person, other than a bonafide full-time salaried employee working solely for the LAW FIRM to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bonafide full-time salaried employee working solely for the LAW FIRM) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the TOWN may be entitled or any civil or criminal penalty to which any violator may be liable, the TOWN shall have the right, in its discretion, to terminate this Contract without liability and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

**TENTH:** The LAW FIRM shall comply at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the LAW FIRM as an employer of labor or otherwise. The LAW FIRM shall further comply with all rules, regulations, and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

**ELEVENTH:** No discrimination by the LAW FIRM shall be permitted during the performance of this Agreement with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation or beliefs.

**TWELFTH:** The failure of the TOWN to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. No waiver by the TOWN of any provision hereof shall be implied.

**THIRTEENTH:** All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the TOWN:

Town Clerk  
Town of Beekman  
4 Main Street  
Poughquag, NY 12570

To the LAW FIRM:

Hogan, Rossi and Liguori  
3 Starr Ridge Road, Suite 200  
Brewster, New York 10509  
Attn: John J. Hogan, Esq.

All notices shall be effective on the date of mailing.

**FOURTEENTH:** This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**FIFTEENTH:** This Agreement shall not be enforceable until signed by all parties.

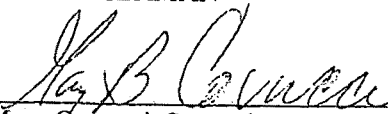
**SIXTEENTH:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

**SEVENTEENTH:** This Agreement is executed in two (2) counterpart originals, each of which constitute an original and all of which, when taken together, shall constitute one Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

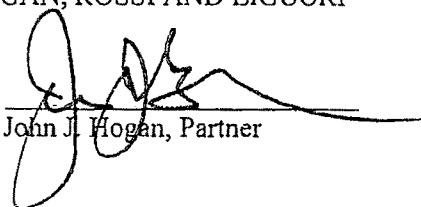
TOWN OF BEEKMAN

By:

  
Mary Covucci, Supervisor

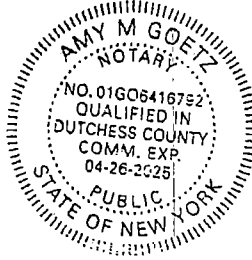
HOGAN, ROSSI AND LIGUORI

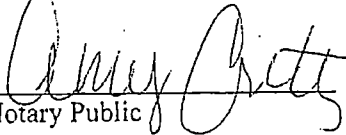
By:

  
John J. Hogan, Partner

STATE OF NEW YORK )  
 ) SS;  
COUNTY OF DUTCHESS )

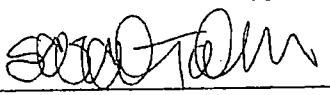
On the 14<sup>th</sup> day of January in the year 2023 before me, the undersigned personally appeared Mary Covucci, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same; in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



  
Notary Public

STATE OF NEW YORK )  
 ) SS;  
COUNTY OF PUTNAM )

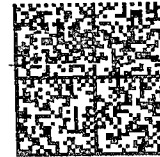
On the 11 day of January in the year 2023 before me, the undersigned personally appeared John J. Hogan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same; in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

Sarah M. Tobin  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01TO6432691  
Qualified in Putnam County  
Commission Expires May 9, 2026

7018 3090 0000 9577 7254

FIRST-CLASS



US POSTAGE IMI PITNEY BOWES



ZIP 12570 \$ 007.82<sup>0</sup>  
02 7H  
000601 8060 JAN 12 2023

U.S. Postal Service  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Certified Mail Fee \$ \_\_\_\_\_

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ \_\_\_\_\_

Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

Total Postage and Fees \$ \_\_\_\_\_

Postmark  
Here

Sent To: Hon. William V. Grady, District Attorney  
The District Attorney of Dutchess County  
Street: 236 Main Street  
City, St: Poughkeepsie, NY 12601

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

MAN

12570

THIS SECTION ON DELIVERY

- Agent
- Addressee

by (Printed Name) C. Date of Delivery

address different from item 1?  Yes  
 other delivery address below:  No

Hon. William V. Grady, District Attorney  
 The District Attorney of Dutchess County  
 236 Main Street  
 Poughkeepsie, NY 12601



9590 9402 4765 8344 6789 67

2. Article Number (Transfer from service label)  
 7018 3090 0000 9577 7254

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery
  - Priority Mail Express®

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



We have prepared a proposal for you

**LogicCare+ for Beekman Town Hall**

Proposal # 040718  
Version 1

Prepared for:

**Beekman Town Hall**

Sharon Wohrman  
swohrman@townofbeekmanny.us



Thank you for your interest in Logically and our LogicCare+ managed IT services solution. Logically is the leading provider of Managed IT Services to small and midsize organizations. Our goal is to help you leverage information technology to achieve your business objectives. To do that, you need a trusted IT ally with a wide and deep bench of IT talent with expertise in emerging and critical technologies such as cloud, cybersecurity, mobility, and how the modern workplace operates. A trusted IT ally that can deliver reliability and operational excellence at an affordable price. A trusted IT ally like Logically.

LogicCare+ is the ideal solution for LogicCare+ is our most popular solution for organizations that want to outsource their IT. With LogicCare+, you get instant access to a world-class IT team, unsurpassed customer service, and OpLogic™, the industry's first and only Intelligent MSP Platform™. Logically's core competency is IT management and customer service. With LogicCare+, we will manage your IT so you can manage your business.

LogicCare+ is a complete IT outsourcing solutions tailored to the needs of small and midsize organizations. LogicCare+ gives you access to the technology you need to increase revenue, decrease costs, improve productivity, reduce security risks, comply with industry regulations and enhance customer experiences – along with experts to manage it.

Logically is very different than other Managed Service Providers (MSPs). Our outsourcing solutions include:

- **Managed IT Services:** A complete set of managed services covering monitoring, alerting, incident remediation, patching, security, data protection, helpdesk, hardware and software lifecycle management, asset management and much more, all tailored to your specific needs.
- **OpLogic Intelligent MSP Platform:** OpLogic is the first and only self-healing intelligent MSP platform for small and midsize businesses that stops problems before they stop you. OpLogic is a cloud software platform available exclusively from Logically that enables IT environments to self-heal, increasing uptime and reducing security risks. OpLogic serves as “mission control” to integrate, automate, and orchestrate Logically's managed IT deliverables, ensuring unprecedented technology performance while delivering personalized service. Key benefits of OpLogic include:
  - Optimized performance with self-healing remediation
  - Reduced security and data loss risk
  - Customized IT management
  - Ensures and audits service delivery
  - Auto-provisioning
- **CareTeam:** Being a trusted IT ally means being intimately familiar with our customers' environments, super responsive, and obsessed with always doing the right thing. Our unique Care Team approach is how we do it. Care Teams are dedicated service delivery teams that ensure you always work with people intimately familiar with your needs and environment. No need to explain the same thing over and over to different people. Care Teams enable us to retain a small company feel while developing deep relationships with customers that lead to strong, personalized service.

In summary, LogicCare+ allows you to outsource your mission-critical IT with confidence. Our team of specialists with advanced skills in networking, cloud, security, wireless, Office 365 and more, will help you get the most out of your IT investment, minimize downtime and protect your data. Get instant access to a world-class IT team and system management platform including OpLogic at a predictable cost without adding headcount. Thanks again for considering Logically. We look forward to becoming your trusted IT ally.



## LogicCare+ Solution Description

LogicCare+ is a powerful managed IT services solution for companies that outsource their IT. Here is what is included with LogicCare+:

Entitlement	Description
<b>Remote Monitoring</b>	Our network operating centers (NOCs) remotely monitor your environment to detect problems in your workstations, servers, infrastructure, and critical applications. NOC engineers keep a watchful eye on your environment and respond to critical issues to help keep your systems up and running.
<b>Alerting</b>	When problems are detected, our NOC will alert you. Our standard SLA includes notifications via email during standard business hours.
<b>Remote Patch Management</b>	This service includes Windows patching of workstations and servers to ensure the software is up-to-date and protected from emerging vulnerabilities and exploits.
<b>Drive Space Management</b>	Automated drive space management cleans-up disk drives on workstations and servers when available storage space becomes low.
<b>Management Portal and Managed Service Reports</b>	This enables direct entry of tickets into our systems and the ability to track status and history. We also provide reporting so you can track key aspects of your environment.
<b>Software, Licensing &amp; Warranty Renewals</b>	Assist with all aspects of procurement and lifecycle management, including defining requirements and specifications, vendor selection, procurement, license management, renewals, warranties, and end-of-life recommendations.
<b>Asset Management</b>	Our systems management tools to automatically discover new Windows assets added to your network, maintain a real-time detailed inventory for all your provisioned hardware and software, and audit software licenses.
<b>Basic Security Services</b>	Base managed security service provides managed antivirus to mitigate threats and site-specific DNS protection for basic web filtering and category identification. Also includes intrusion detection and endpoint protection software.

<b>Enhanced Security Services</b>	<p>Enhanced managed security offerings include additional layers of protection. Features include email security with advanced URL link protection, virus and spam filtering, preventative spoofing measures as well as additional DNS filtering that extends protection to devices outside of your firewall.</p>
<b>Incident Remediation</b>	<p>Our team of networking, cloud, security and Office365 experts will troubleshoot and resolve issues remotely. Includes incident remediation support during business hours.</p>
<b>Performance Monitoring</b>	<p>Our IT monitoring platform will record and trendline the key performance metrics within your technical environment. Some examples include CPU, memory, and storage allocation. In addition, our performance monitoring suite can be extended to include network layer traffic and conversations such as bandwidth utilized across connections as well as the specific type of traffic in use.</p>
<b>Dedicated Customer Success Manager (CSM)</b>	<p>Your dedicated Customer Success Manager (CSM) ensures you realize maximum value from Logically. Your CSM is responsive to your needs and has intimate knowledge of your environment and evolving requirements.</p>
<b>Remote Helpdesk</b>	<p>The helpdesk is your immediate and first line of defense when issues arise. Our helpdesk technician will troubleshoot the issue - whether it's a problem with end-user laptops or critical components of the IT infrastructure and assign the correct specialist as required.</p>



Prepared For:  
**Beekman Town Hall**  
 Sharon Wohrman  
 4 Main St  
 Poughquag, NY 12570

Sales Contact:  
**Logically**  
 Alisha Wilson  
 Phone: (203) 744-2274 x210  
 Email: alisha.wilson@logically.com

Proposal # 040718.1  
 Date Issued: 12.20.2022  
 Expiration Date: 01.17.2023

Monthly Recurring Service	Recurring	Qty	Ext. Recurring
<b>Logically Managed Service Package</b>			
<b>Managed Services LogicCare+</b> <b>Summary of Client's Environment:</b> <ul style="list-style-type: none"> <li>(21) Workstations</li> <li>(24) Employees</li> <li>(2) Servers</li> <li>(3) Firewalls</li> <li>(2) Wireless Access Points</li> <li>(2) Switches/Routers</li> </ul> <b>Summary of Unlimited Onsite Incident Remediation Services:</b> <ul style="list-style-type: none"> <li>Includes Unlimited "Business Hours" Onsite Incident Remediation</li> <li>Extended coverage to Managed Services Package</li> <li>Coverage includes environment defined in the Managed Services Package</li> <li>Not available or to be used for change / adds / moves</li> </ul> <b>Notes &amp; Assumptions:</b> <ul style="list-style-type: none"> <li>Logically will attempt to resolve incidents remotely first, and determines when an onsite visit is required</li> <li>Onsite Remediation is for incident response only and is not dedicated onsite time</li> </ul> <p><i>*Current agreement(s) that this quote is replacing is \$1,465.00/mo. The new solution will be a monthly total of \$1,756.80/mo, which would result in a net increase of \$291.80/mo.</i></p>	\$1,756.80	1	\$1,756.80

Monthly Subtotal: **\$1,756.80**

Labor	Qty
Fixed Fee: LogicCare+ Onboarding Service - WAIVED	1

**List of Minimum Requirements:**  
 Client responsibilities:

- Access to relevant network and devices during and after business hours for stated deliverables
- To facilitate downtime during the pre-determined IT maintenance window

- To facilitate atypical downtime required to alleviate critical 0-day security risks
- All information and access to subject matter expert knowledge holders
- Coordination with all client IT resources if applicable to Logically's deliverables
- If required, access to software and licenses applicable to deliverables under this proposal
- 48-hour prior notification for known critical personnel event.
- Immediate notification for unknown critical personnel event.
- 48-hour prior notification for planned work that may interrupt Logically services
- Immediate notification for unplanned work that may interrupt Logically services
- Client must migrate to Logically service tools

#### **Optional Services not included in this proposal:**

- Onsite Incident Remediation
- Recurring onsite engineering time
- Cloud Services
- Backup & Disaster Recovery Services (Business Continuity Planning)
- IT Standards and Policies Consultation (IT compliance & regulatory audit questionnaire related events)
- Mobile Device Management
- Database Monitoring & Optimization
- Custom Reporting
- Cyber Security Incident Response and Remediation
- Virus/Spyware/Malware removal

#### **Tools and Experience:**

- Logically utilizes a variety of best-in-class technology solutions to manage and monitor technical environments. The solutions vary depending upon the specific environment, technical requirements and stated deliverables.
- Logically requires multifactor authentication (MFA) to its technology platform in order to secure client access and documentation
- Logically has performed numerous IT system implementations, migrations, upgrades and conversions. Scopes include but not limited to, small to mid-sized business projects seamlessly integrating cloud, on-premise and hybrid technologies
- Logically performs detailed processes for IT duties actively monitored by our internal Quality Assurance team
- Over 90% of Logically's workforce is dedicated to providing IT deliverables to managed customers
- Logically's Technology Product Development department provides continued improvements and enhancements to our managed services program(s) each day

#### **What's not included?**

- Substantive upgrades, additions, or changes of equipment or software. Project work will be quoted separately in order to be managed to the Logically project management standard.
- Consulting time (SharePoint, 365, IT Assessments, Line of Business Solutions)
- Service and support of hardware or software that has reached end of life or is without a manufacturer's warranty
  - Limited support will be provided to items not under warranty. However, if an unsupported or out of date device(s) becomes a chronic or automated management cannot be configured to monitor this tool, the client will be required to replace this device to ensure the health and security of the IT environment.
  - If a client does not replace recommended hardware, issue resolution may not be possible.
- Extensive customization of our managed services required to handle extreme atypical environments is available.
- Chief Compliance Officer responsibilities; i.e. ownership, management, auditing. Contribution or administration of IT related policies and procedures are available through Logically IT Governance Services.
- Monitoring, management and remediation of non-Logically owned backup and disaster recovery services
- Services to assist or perform audit of or validation support for security or licensing compliance requirements (i.e. Microsoft audit) is available.

- Cybersecurity breach or infection Incident Response and Remediation services are available.

**Description of Client Onboarding:**

A successful managed services onboarding process achieves positive technology results while providing an outstanding customer experience. Logically's mature onboarding process achieves these objectives by establishing and validating clear expectations and ownership. Logically's advanced onboarding template includes frequent communication and efficient capable support during transition. The dedicated onboarding team serves you with confidence and peace of mind. Logically's onboarding includes:

- Dedicated and experienced onboarding Project Manager
- Initial Network Scan and assessment, if applicable
- Identify and create an extended Technology roadmap. The extended Technology roadmap will be utilized to align long-term IT goals with business objectives, improve performance and reduce risk.
- Communication of detailed onboarding objectives, owners and estimated timeline
- Deployment of monitoring agents and additional managed solutions

**Estimated Remediation with Onboarding:**

Environments may require significant effort to stabilize upon onboarding. This work is outside of the scope of the Managed Services Agreement presented in the one-time "Estimated Remediation" cost. Remediation work will be billed as completed. Additional project work presented during remediation efforts will be discussed and reviewed during the process. Examples of this include but are not limited to, hardware replacements, OS upgrades and expired warranties. The quoting and completion of these projects will be evaluated between the client and Logically.

**Logically's Standard Service Level Agreement (SLA) for Incident Remediation:**

Business Hours SLA (8:00 AM – 5:00 PM Local office supporting time)

Priority Level	Respond Within*	We Have Created a Plan**
Priority 1	0.25	.5
Priority 2	0.25	1
Priority 3	0.25	2
Priority 4	0.25	4

Emergency Response SLA (After-Hours)

Client Initiated Incident Requests-Billable at After-Hours Rates

Priority Level	Respond Within, hrs.	Resolution Plan Formulated, hrs.
Priority 1-4	Best Effort	Best Effort

\*Hours listed are calculated during business hours. \*\*Time starts after Respond Within is completed

**Respond Within** is defined as incident response receipt acknowledgement and reply. Reply can be performed via email, online support portal, phone call or other form of communication medium. **SLA Resolution Plan** is the action of performing next steps towards resolution and includes events such as scheduling the incident request to a Care Team managed services engineer.

The Logically standard SLA applies to **Incident Remediation** activity only. An Incident is defined as something that "used to work that no longer works." The standard SLA defined above is a target goal for Logically, and the managed services packages do not ensure a guarantee that the goals will be achieved for 100% of incidents. **If your organization requires it, Logically can provide SLAs with increased commitment levels and guarantees.**

SLA response times are based on incident priority levels. Priority level is determined based on the impact and severity of the incident

according to the following table.

**Priority Matrix**

Impact / Severity Level	High Severity	Medium Severity	Low Severity
High Impact	Priority 1	Priority 2	Priority 3
Medium Impact	Priority 2	Priority 3	Priority 4
Low Impact	Priority 3	Priority 4	Priority 4

The **Impact** of an incident is measured and defined by Logically based on the extent of the business that is affected by the interruption. Here are the guidelines Logically uses to determine impact:

- High – 50% + of the company impacted, or multiple departments
- Medium – One department impacted
- Low – One user or smaller group impacted

The **Severity** of an incident is measured and defined by Logically based on how quickly the incident needs to be resolved. Here are the guidelines Logically uses to determine severity:

- High – The business area cannot function
- Medium – The business area can function but in limited capacity
- Low – The business area can function with little to no issues

**Terms and Conditions**

This Terms and Conditions Agreement (the "Agreement") is entered into by and between Winxnet, LLC, doing business as Logically ("Logically"), a Delaware limited liability company having its principal offices at 63 Marginal Way, Portland, Maine ("Logically") and the undersigned customer ("Customer").

This proposal, and any subsequent proposal executed by Logically and the Customer named below, and including the Master Service Agreement at <https://www.logically.com/agreements/masterservices-agreement> and all terms referenced herein and therein and all attachments and addenda hereto, govern Customer's purchase of the Services (collectively, the "Agreement") and by executing this proposal, Customer agrees to each of the foregoing. This proposal is effective as of the last date of signature by both Logically and Customer as set forth below (the "Effective Date").

Any Cloud Services associated with this proposal will be governed by our Cloud Service Agreement at <https://www.logically.com/agreements/cloud-services-agreement>.

Any Security Services associated with this proposal will be governed by our Security Service Agreement at <https://www.logically.com/agreements/securitymanagement-terms-and-conditions>.

1. The content of this Agreement and any related statement of work, scope of work, managed services agreement, outsourcing agreement, or other quotation or proposal (each, a "Work Order") is confidential. Unless required by law or authorized in writing by the other party, neither this Agreement nor the Work Order is to be disclosed to any person or organization other than those who need to know the terms of this Agreement or the Work Order to assist either party, or act on either party's behalf, to exercise its rights or perform its obligations hereunder

or thereunder.

2. The pricing information, estimates, and all other proposed solutions included in this Agreement or the Work Order are based on Logically's understanding and assumptions of the requirements and environment represented in the corresponding Work Order, and on Logically being awarded the entire scope of the work being requested (collectively, the "Conditions"). In the event any of the Conditions are not accurate or if any Condition changes or is altered during the term of this Agreement, Logically shall have the right to terminate this Agreement and any related Work Order immediately upon notice to Customer.

3. Pricing is valid for a period of thirty (30) calendar days from the date of submission. All pricing is shown in U.S. dollars and does not include applicable taxes or certain other charges such as VAT, travel duty, or freight charges.

4. Itemized counts in this Agreement are representative of the environment's state at the time of quoting. Logically reserves the right to reconcile managed device, user and storage counts and update pricing accordingly on a monthly basis.

5. If any Work Order is terminated early for any reason other than by Logically for convenience in accordance with the Master Services Agreement, then a termination charge shall be due from Customer to Logically on the termination date. The termination charge for each service is as set forth on the applicable Work Order ("Termination Charge"). Customer agrees that the damages that would be sustained by Logically from Customer's early termination or default of a Work Order or this Agreement cannot readily be determined and that the termination charge constitutes "liquidated damages" and not a penalty. Customer waives any claim that such termination charge constitutes a penalty.

6. Managed Service Contract Term / Payment Information:

(a) If the Billing Contact is different from the undersigned, please provide Billing Contact details:

Name:

Mailing Address:

Phone Number:

E-mail Address:

(b) Additional Service & Payment Terms:

- Onboarding fee is due at contract signing. Remediation fees are billed monthly and due within fifteen (15) days of Logically's invoice.
- Monthly service fees are billed monthly in advance. They begin the month following contract signing and will continue through the end of contract term.
- Contract Term: 36 Months
- This agreement shall automatically renew for one (1) year term, unless either party provides notice to terminate this agreement no less than ninety (90) days before the end of the then current agreement.
- Managed and Professional Services rates may be adjusted by the greater of 5% annually or by the rates defined quarterly in the Consumer Price Index published by the US Department of Commerce. In addition, prices for items provided by third parties in agreements may be adjusted from time-to-time in response to increases in underlying vendor costs.
- Monthly service contracts have an early termination fee that will be, the greater of 50% of the monthly billed fees at time of termination or 50% original contracted monthly fee, multiplied by number of months remaining in the active term at the time of termination.

(c) Project Services:

- Fixed Fee Labor: Two equal payments of 50%: The first installment is due at contract signing, and the remaining installment will be invoiced based upon project completion.
- Time & Materials Labor: Actual labor and/or travel hours incurred will be billed once per month.

7. Please note that all prices reflect a 3% discount based on payment via check. The 3% discount will be removed if payment is made via

credit card.

8. Unless otherwise agreed in writing, payment for services is due within fifteen (15) days of the date of issuance of the invoice by Logically. Customer shall pay to Logically a late payment charge of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to Logically is in arrears. Customer agrees to pay all costs of collection, including court costs and reasonable attorney's fees, incurred in the collection of any amount past due. Customer acknowledges that Logically may participate in, and retain the benefit of, vendor incentive plans, rebate programs, or other programs with, among others, its travel providers wherein Logically may receive benefits, such as frequent flyer miles or other consideration.

9. All Managed Services will remain in effect as outlined in Section 6, above in this Agreement. Any non-Managed Service or Project Services, will remain in effect as outlined in Section 6 or until work is completed as mutually agreed to by both parties.

Acceptance

Beekman Town Hall

Signature:

Mary B. Covucci

Name:

~~Sharon Wehrman~~ Mary B. Covucci

Date:

1-11-23





## Wallace & Wallace, LLP

Attorneys at Law

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(1937-2017)

\*Admitted in NY and CT  
\*\*Of Counsel

Paralegals

Lisa Pecchia

Ana Valencia-Rivas

Zina Ross

Heather Whalen

Sandra Oakley

Nancy Marcojohn

Carla Salvatore

January 9, 2023

Town of Beekman

4 Main Street

Poughquag, New York 12570

Attn.: Hon. Mary Covucci, Supervisor

Re: Legal Services for Calendar Year 2023

Dear Supervisor Covucci and Town Board Members:

I respectfully request consideration for reappointment as Attorney to the Town to render Basic Legal Services, Litigation Services, Tax Certiorari Services, Planning Board and Zoning Board of Appeals Application Review, which is paid through escrow.

This engagement letter is being provided to you as required by Part 1215 of the Appellate Division Rules.

The firm shall serve as follows:

A. Basic Legal Services provided under this Agreement include, but are not limited to:

- i. General advice to the various Boards and Town Staff, including the Supervisor, the Town Clerk, the Comptroller, the Highway Department, Building Department, Zoning Department, Maintenance Department, Recreation Department, etc., as well as the Planning Board and Zoning Board of Appeals if required;
- ii. Attendance at Town Board meetings;
- iii. Attendance at the meetings of the Planning Board and Zoning Board of Appeals as directed and required;

- iv. Attendance at Board of Ethics meetings as required;
- v. The issuance of written legal opinions regarding legal questions;
- vi. Drafting contracts, intermunicipal agreements, deeds, easements and other legal documents as required;
- vii. Issuing statements to auditors regarding pending and threatened litigation;
- viii. Representing the Town in claims brought against it, including coordination with counsel appointed by the Town's insurance carrier;
- ix. Drafting of local laws and ordinances;
- x. Attending meetings with Town Officers, Staff and outside agencies as required;
- xi. Corresponding and interacting with other municipalities as well as County, State and Federal representatives and agencies as needed;
- xii. Consulting with other counsel retained by the Town, such as labor counsel, or its insurance counsel as required;
- xiii. Prosecution of Town Code and Uniform Code violations and assist staff with initial investigation and drafting of orders to remedy and legal process.

B. Litigation Services shall include all matters that involve either the filing of legal pleadings in a court of competent jurisdiction, such as county, state or federal court, and bankruptcy proceedings in which more than a Notice of Claim and Notice of Appearance must be filed to protect the Town's interest.

C. Tax Certiorari Services shall include consultation with the Town Assessor regarding any legal issues regarding any challenges to the levy and assessment of taxes or the establishment of any assessment or benefit assessment rolls. Such services shall include:

- i. conferences with the Assessor and staff as required;
- ii. appearance at the Board of Assessment Review if requested; and
- iii. litigation of any tax certiorari proceeding, or any other legal action related to the levy and assessment of taxes or benefit assessments in State or Federal Court.

D. Application Review Work paid by Escrow, shall include all legal services that are reasonable and necessary to the decision-making function of the Town Board, the Planning Board, the Zoning Board of Appeals, the Building Department or the Zoning Department and the ZBA with respect to application brought before such boards or departments. Any legal

work performed related to an application which is deemed to be for the convenience or benefit of the Town shall be billed as a Basic Legal Service.

The Firm acknowledges that the Town has reserved the right to retain, at its sole option, other legal counsel for certain specialized legal matters including but not limited to employment matters. This reservation of rights does not preclude the Town from assigning any of these matters to the Firm.

Craig M. Wallace, Esq. will coordinate the efforts of the Firm on the Town's behalf and will be primarily responsible for assigning tasks within the Firm on behalf of the Town. Craig M. Wallace, Esq. will primarily be designated as lead attorney to all matters involving the Town. The Town understands that no one particular member of the Firm is being retained but rather, the Firm, as an entity, is undertaking the legal representation of the Town pursuant to this Agreement. The Firm reserves the right to assign and delegate all aspects of such representation as the Firm, in its sole discretion, deems appropriate. The Firm shall keep the Town informed of the status of any litigation matters and notify the Town promptly of any developments. Copies of all court papers will be supplied to the Town as they are prepared, unless the Town requests to the contrary. Attorneys of the Firm will be available for meetings and telephone conversations with Town personnel at mutually convenient times.

The Firm's legal services shall be billed at the following rates:

- The rate for all legal services provided by attorneys would be \$185 per hour, except for tax certiorari matters, which would be \$200 per hour.
- If the assistance of a paralegal is warranted on a particular project, that work would be billed at a rate of \$95 per hour.

The Firm will not bill for travel time between the Firm and the Town Hall.

The Firm agrees not to bill for the services of more than one attorney who attend the same meeting, conference or event unless approved in advance.

The Firm shall submit statements of all payments due under this Agreement on a monthly basis to the Town Supervisor for review and approval. All work performed by the Firm shall be billed in increments of tenths of an hour. The monthly statement shall be in a form approved by the Town and shall set forth a description of all work performed, the hours worked, the identity of each person performing the work, the rate charged, and any costs or expenses eligible for reimbursement. If the Town has any questions or concerns about a bill, please promptly so advise. The Town will not be charged for time expended in discussing with the Firm any aspect of a bill.

The Firm will not bill for routine copying of papers, postage or telephone charges. The Firm shall pay all overhead incurred in providing legal services to the Town including, but not limited to, reasonable and necessary office facilities, equipment, books, supplies, secretarial services, word processing, faxes, telephone usage, insurance, office supplies, copying and telephone charges. The Firm reserves the right to employ a copy service for large copying projects and to bill the actual cost of such copying to the Town. The Firm does not bill for mileage. The Firm does not charge the Town for the costs it incurs for legal research providers such as Lexis and Westlaw, however it may bill the actual cost of specialized legal research if required.

In addition to the hourly rates set forth in the previous section, the Town agrees to reimburse the Firm for any filing fees, recording fees, court costs, process server costs, overnight mail expenses, transcripts and the customary fees of stenographers, or other expenses actually incurred by or billed to the Firm.

The Firm shall seek prior permission from the Town for any expenses anticipated to exceed \$500.00. The Firm also shall seek prior permission from the Town for the retention of any experts or investigators, such as accountants, appraisers. Following such permission, the Town agrees to reimburse the Firm for such expenditures.

We are required to advise you that we reserve the right to withdraw as your attorney if our bills are not paid on a timely basis.

In the event of a fee dispute, you have the right to seek mediation and/or arbitration. Should you dispute our fee, you should notify our firm of the facts in writing and we will provide you with the necessary information to mediate and/or arbitrate.

We appreciate the confidence you have placed in our firm. We recognize our obligation as not to divulge the facts of Town matters to other persons except as may be necessary to properly represent the Town. You should understand that we frequently must consult with specialists and other persons to properly represent the Town and we assume you agree unless you advise to the contrary. All the attorneys in this firm and members of our staff may work on Town matters and, by signing this engagement letter, you authorize them to do so. Unless we agree otherwise in writing, the terms of this engagement letter shall apply to any matters we may undertake for the Town in the future.

If this letter expresses your understanding of our agreement, please sign below where indicated and it will constitute not only our agreement, but also our full authorization to act on the Town's behalf.

Thank you for asking us to be of service to you.


Respectfully yours,

WALLACE & WALLACE, LLP



CRAIG M. WALLACE  
CMW/sao

Agreed to this 10 day of January, 2023.

  
\_\_\_\_\_  
Mary Coyucci, Supervisor



# FISCAL ADVISORS & MARKETING, INC.

Municipal Advisors to Local Governments

## FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement (“Agreement”), entered into as of January \_\_, 2023 (“Effective Date”), is between the Town of Beekman, Dutchess County, New York (“Client”) and Fiscal Advisors & Marketing, Inc. (“Fiscal Advisors”) (collectively referred to herein as the “Parties”).

Client agrees to hire Fiscal Advisors and Fiscal Advisors agrees to act as financial advisor to the Client to provide services relating to the issuance of Bond/Revenue/Tax Anticipation Notes, Serial Bonds, Leases, Refunding Serial Bonds, Budget Notes, Deficiency Notes and other prospective borrowings, as requested (the “Securities”), pursuant to the terms of this Agreement:

1. **ISSUANCE DESCRIPTION.** Client intends to issue Securities from time to time during the term of this engagement (the “Issuance”).
2. **SCOPE OF SERVICES.** Client hires Fiscal Advisors to provide the services set forth in Appendix A attached hereto (“Services”). All services described in Appendix A are hereby incorporated by reference and the scope of Fiscal Advisor’s engagement under the terms of this Agreement shall be solely limited to the Services. Client acknowledges that prior to the Effective Date that Fiscal Advisors has not provided any advice, recommendations or guidance with respect to the Issuance and that, to the extent any prior communications have occurred between Client and Fiscal Advisors relative to the Issuance, any such communications have been limited to communications involving general information relative to the Issuance.
3. **COMPENSATION.** As compensation for the provisions of Services, Client hereby agrees to compensate Fiscal Advisors in accordance with Fiscal Advisors’ Fee Schedule attached hereto as Appendix B (“Compensation”). Any modification to the fee schedule agreed to by the Parties in writing will become effective upon the date and time mutually agreed upon by the Parties.
4. **TERM AND TERMINATION.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Fiscal Advisors reserves the right to receive a portion of Compensation based upon the services rendered under this Agreement up to and including the date of termination.
5. **AGREEMENT TO PROVIDE INFORMATION.** Client agrees to provide Fiscal Advisors with complete and accurate information as shall be deemed necessary by Fiscal Advisors for the performance of Services, which shall include financial statements, budgets, and other relevant documents. Client further agrees to not intentionally omit any material information relevant to Fiscal Advisors’ provision of Services or to provide any misleading information.
6. **BILLING STATEMENT.** Client will receive an invoice upon the closing of the securities issuance which shall be due and payable within thirty (30) days of the invoice date.
7. **OUT-OF-POCKET EXPENSES.** Fiscal Advisors will not charge for out-of-pocket expenses.
8. **INDEMNITY.** Client hereby agrees to indemnify Fiscal Advisors and hold it harmless against any loss, liability, assessments, or expense (including reasonable attorneys’ fees) incurred or assessed arising out of, or in connection with, Fiscal Advisors’ acceptance, administration, or performance of its duties hereunder, except such as may arise from Fiscal Advisors’ own bad faith, willful misconduct, or gross negligence, including the cost and expense of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under the terms of this Agreement.

9. **AMENDMENT.** This Agreement constitutes and expresses the entire agreement of the Parties with respect to the subject matter hereof, and all promises, undertakings, representations, agreements, understandings and arrangements, whether oral or written, with reference thereto are merged herein. No amendments to or alterations or variations of this Agreement shall be valid unless made in writing and signed by the Parties; provided, however, that changes to Appendix C – Disclosure of Conflicts of Interest may be provided by Fiscal Advisors in writing without the need for the Parties’ signature, and modifications or amendments to Appendix B – Fee Schedule or changes to or the provision of the fees for any particular transaction or issuance type may be provided by Fiscal Advisors in writing (which may be by email) without the need for the Parties’ signature. Fiscal Advisors agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement.

10. **HEADINGS.** The headings of the various sections in this Agreement are inserted for the convenience of the Parties and shall not affect the meaning, construction or interpretation of this Agreement.

11. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York. Any suit or legal proceeding brought pursuant to, touching upon, relating to, or otherwise arising out of this Agreement or performance hereunder will be brought solely in the County of Onondaga, New York.

12. **DODD-FRANK COMPLIANCE.** Fiscal Advisors is a registered municipal advisor with both the SEC (#866-00478-00) and the MSRB (#K0191). The website address for the Municipal Securities Rulemaking Board is [www.msrb.org](http://www.msrb.org), where you may find a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

13. **DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION.** Client acknowledges that it has received those disclosures set forth and contained within Appendix C attached hereto. Client further acknowledges that it has been given the opportunity to raise questions and discuss the foregoing matters with Fiscal Advisors and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts and authorizes Fiscal Advisors to provide those services described herein. Client further agrees that in the event Fiscal Advisors shall provide any additional disclosures, that such disclosures may be provided to Client’s Town Supervisor or designated signatory and any such additional disclosures shall be deemed to be a part of this Agreement as if fully set forth herein.

14. **COUNTERPARTS.** This Agreement may be executed in any number of identical counterparts, via facsimile transmission or otherwise, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first written above.

**TOWN OF BEEKMAN,  
DUTCHESS COUNTY, NEW YORK**

**FISCAL ADVISORS  
& MARKETING, INC.**

By: Mary B Covucci

By: Beth A. Ferguson

Signature: Mary B Covucci

Signature: Beth A. Ferguson

Title: Supervisor

Title: Vice President

## APPENDIX A – SERVICES

1. **FINANCING PLAN.** Fiscal Advisors will develop a financing plan that will include recommendations with respect to the timing of the Securities sale, a maturity schedule, redemption features, and other terms required to market the Securities.
2. **RECOMMENDATIONS AND REVIEW OF SECURITIES TYPE.** Upon the written request of Client, Fiscal Advisors shall review the financing type selected by Client. Unless specifically requested by Client, in writing, Fiscal Advisors shall assume that Client has already conducted an analysis of the suitability of a particular financing type and shall be under no duty to investigate and/or advise Client of alternatives to the proposed financing structure that are then suitable to Client.
3. **OFFICIAL STATEMENT PREPARATION.** Fiscal Advisors will prepare the Preliminary and Final Official Statement (collectively the “Official Statement”) based on information provided by the Client and/or third parties, including bond counsel for certain language relating to legal matters. Fiscal Advisors will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
4. **PRIVATE PLACEMENT MEMORANDUM PREPARATION.** When appropriate, Fiscal Advisors will assist Client in preparing a private placement memorandum or other necessary offering document necessary to complete such financings. Fiscal Advisors will prepare the private placement memorandum based on information provided by the Client and/or third parties, including bond counsel for certain language relating to legal matters. Fiscal Advisors will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the private placement memorandum, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
5. **RATING ANALYSIS AND PREPARATION.** Fiscal Advisors shall use its best efforts in obtaining the highest possible rating for Client’s Securities. Fiscal Advisors will analyze the overall credit conditions of Client including the probable impact of any potential financing plan on the credit rating of Client. Fiscal Advisors will assist Client official(s) in their preparation for the rating interview with rating agency personnel, which may occur at the office(s) of the rating agency(ies). Fiscal Advisors will meet or engage in discussions with municipal rating agencies to review Client’s economic and financial condition and financing plans.
6. **CREDIT ENHANCEMENT.** Fiscal Advisors will make recommendations as to the appropriateness of municipal bond insurance for an offering. Fiscal Advisors will take into consideration the requirements for insurance and likelihood that a particular offering would qualify. Fiscal Advisors will also make recommendations as to the appropriateness of other forms of credit enhancements that might be available to Client, if any.
7. **METHOD OF SALE.** Fiscal Advisors shall provide advice with respect to the method of sale (i.e., competitive bid, negotiated underwriting or private placement). For a competitive sale, Fiscal Advisors shall prepare all necessary bidding documents and offering materials, including the notice of sale and *Bond Buyer* publication, as applicable. For a negotiated sale, Fiscal Advisors shall prepare, as applicable, a request for proposals, appraise the proposals received, make recommendations as to the firm to be selected, and finalize the terms of the sale to reflect Client’s best interest.

**8. MARKET ANALYSIS.** In order to appropriately advise Client on the establishment of a desirable sale date and to keep Client abreast of the cost of the financing plan under development, Fiscal Advisors shall monitor the following:

- a. General conditions and trends in the economy;
- b. Capital market conditions including the imposition of any unusual restraints on monetary supply by the Federal Reserve System;
- c. The status of recently sold municipal issues; and
- d. The supply of municipal securities coming to market.

**9. PAYING AGENT OR TRUSTEE & ESCROW AGENT SELECTION.** Fiscal Advisors shall assist Client in selection a Paying Agent or Trustee & Escrow Agent, as applicable.

**10. MATHEMATICAL COMPUTATIONS.** Fiscal Advisors will prepare maturity and other schedules showing mathematical results including the source and disbursement of funds, yield calculations, savings and escrow account calculations.

**11. ATTENDANCE AT MEETINGS.** Fiscal Advisors shall attend Client meetings to explain the progress of the transaction and the various documents to be adopted by Client.

**12. CLOSING.** Fiscal Advisors will prepare a memo or similar document showing the expected or required fund transfers at closing. Fiscal Advisors will obtain CUSIP numbers as requested by Client or as required by MSRB rules.

**13. REQUEST FOR PROPOSALS FOR SERVICE PROVIDERS.** Fiscal Advisors will prepare a request for proposal for the selection of Underwriter to perform underwriting services as required for the issuance of refunding bonds.

**14. SECONDARY DISCLOSURE.** Unless otherwise directed by Client, Fiscal Advisors will, on an annual basis, file Client's Continuing Disclosure Report with the Municipal Securities Rulemaking Board's ("MSRB") EMMA online document repository as required under the terms of the Continuing Disclosure Agreement or other written agreement requiring the filing of a Continuing Disclosure Report using information provided by the Client or obtained from third parties. Under the terms of this Agreement, Fiscal Advisors is not responsible for determining whether any Continuing Disclosure Report makes an untrue statement of material fact or omits to state any material information, or to make any determination with respect to the "materiality" of an event or whether such event reflects "financial difficulties" of the Client.

The services provided under this Agreement are limited to the services described herein unless amended or supplemented in accordance with this Agreement or otherwise agreed to in writing by Fiscal Advisors.



## APPENDIX B – FEE SCHEDULE <sup>(1)(2)(3)(4)</sup>

<u>SERVICE</u>	<u>FEE</u>
<b>SHORT-TERM FINANCINGS:</b>	
<b>Bond, Revenue, and Tax Anticipation Notes, Etc.</b>	
Par amount:	
Up to \$1,000,000 (Notice of Sale)	\$3,730
\$1,000,001 to \$5,000,000 (Official Statement)	\$4,956
<i>(Note fee increases based on size - \$293 per every \$1 million above \$5 million)</i>	
<b>LONG-TERM FINANCINGS:</b>	
<b>Serial Bonds, Energy Performance Contracts, Etc.</b>	
Par amount:	
Up to \$1,000,000 (Notice of Sale)	\$4,796
\$1,000,001 to \$5,000,000 (Official Statement)	\$9,486
<i>(Bond fee increases based on size - \$532 per every \$1 million above \$5 million)</i>	
<b>Refunding Serial Bonds</b>	
Par amount:	
Up to \$5,000,000	\$19,500
<i>(Bond fee increases based on size - \$1,000 per every \$1 million above \$5 million)</i>	
<b>HOURLY FEE:</b>	\$185
<b>CONTINUING DISCLOSURE:</b>	
Annual Continuing Disclosure	\$2,398
Material Event Notices	\$500

Notes:

- <sup>(1)</sup> Actual Fees will be based on actual work performed: Fees may be affected by additional hourly fees charged for additional services specifically requested by the Client.
- <sup>(2)</sup> This fee schedule is proprietary information provided to the Client only; it is not for dissemination.
- <sup>(3)</sup> Fees may adjust yearly based on Consumer Price Index (CPI) beginning January 1, 2024, and annually thereafter.
- <sup>(4)</sup> The fees shown above are only for the services provided by Fiscal Advisors. The Client will also incur charges from (including, but not limited to) Bond Counsel, Rating Agency (as applicable), and Premier Printing, Inc. for printing/ mailing services and publication of Preliminary Official Statement and/or Notice of Sale.

## APPENDIX C - DISCLOSURE OF CONFLICTS OF INTEREST

### OTHER MATERIAL CONFLICTS OF INTEREST

The Municipal Securities Rulemaking Board requires us, as your Municipal Advisor, to provide written disclosure to you about material conflicts of interest. The following represent Fiscal Advisors material conflicts of interest known to Fiscal Advisors as of the date of this Agreement.

**Affiliated Entities and Subsidiaries.** For most securities issuances, clients will need to utilize the services of a financial printer of the Official Statement, Notice of Sale and/or Bid Forms. In connection with these printing undertakings, Fiscal Advisors utilizes Premier Printing, Inc., a wholly owned subsidiary of Fiscal Advisors, to print, mail and electronically post client documents.

Armory Associates, LLC is an affiliate of Fiscal Advisors that provides valuations for Other Post-Employment Benefits, and may provide these services to you under separate contract for which it receives a separate fee. In addition, valuations provided by Armory Associates, LLC may be reported in your official statements and in your continuing disclosure (either separately or as part of your audited financial statements) and may affect a creditor's or investor's assessment of your financial position or credit strength.

With respect to all of the above conflicts, Fiscal Advisors manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

### VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board requires us, as your Municipal Advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

**Forms of compensation; potential conflicts.** The fees to be paid by the Client to Fiscal Advisors are contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Fiscal Advisors may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Fiscal Advisors may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fixed fee.** Under a fixed fee form of compensation, the Municipal Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Municipal Advisor's fee is contingent upon the successful completion of a financing, as described below.

**Hourly fee.** Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

**Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to a Municipal Advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

**Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the Municipal Advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

With respect to each of the compensation conflicts described above, Fiscal Advisors manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

#### **REQUIRED REGULATORY DISCLOSURES**

Fiscal Advisors is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

As part of its SEC registration, Fiscal Advisors is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Fiscal Advisors. Pursuant to MSRB Rule G-42, Fiscal Advisors is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Fiscal Advisors or the integrity of its management or advisory personnel. Fiscal Advisors has determined that no such event exists.

Copies of Fiscal Advisors filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Fiscal Advisors & Marketing, Inc. or for our CIK number which is 0001591452.

There have been no material changes to the legal or disciplinary events that Fiscal Advisors has disclosed to the SEC.

## Memorandum of Agreement

Town of Beekman  
and

Local 456, International Brotherhood of Teamsters

**IT IS HEREBY AGREED** by and between the Town of Beekman and the Local 456, International Brotherhood of Teamsters that the collective bargaining agreement (“CBA”) between the parties shall be modified as indicated below.

All clauses of the July 1, 2015 to December 31, 2017 CBA and the January 1, 2018 to December 31, 2019 Memorandum of Agreement modifying the CBA shall be carried forward and included in the January 1, 2020 to December 31, 2020, except as amended herein.

This Memorandum of Agreement is subject to ratification of the Local 456 bargaining unit and Town Board.

1. **Medicare Contributions Upon Retirement:**

Section 12.4.3, second sentence, shall be modified to state that: “However, when the retiree or the retiree's eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, primary coverage for that individual *shall* be provided by Medicare.”

2. **Longevity:**

Section 5.2 retains language that “Only employees hired before January 1, 2010 are eligible for the following provision:” and the subsequent paragraphs to be modified to include the following longevity increases:

- a. at 10 years - \$400;
- b. at 15 years - \$664, and
- c. at 20 years - \$888.

3. **Healthcare Contributions:**

For Section 12.1.2, insert between the first and second paragraph the following language: “All employees hired after full ratification of this Agreement will pay, upon hire, eighteen (18%) percent of the monthly medical insurance premium, for individual or dependent coverage, as the case may be.

As of January 1, 2025 all employees hired prior to full ratification of this agreement shall pay sixteen (16%) percent of the monthly medical insurance premium, for individual or dependent coverage, as the case may be.”

4. **Wage Increases:**

- 2.50% for the January 1, 2021 through December 31, 2021 term.
- 2.50% for the January 1, 2022 through December 31, 2022 term.
- 3.00% for the January 1, 2023 through December 31, 2023 term.
- 3.00% for the January 1, 2024 through December 31, 2024 term.
- 2.50% for the January 1, 2025 through December 31, 2025 term.

5. **Health Care Buyout:**

Modify section 12.2.2 by deleting that section and replace with  
“12.2.2 Flat Rate Amount of Buyout: Each year, an eligible member will  
receive an amount equal to 10% of the Town’s annual premium for the type  
of health care coverage that the employee would have been entitled to had  
the employee opted into the Town’s health insurance.”

TOWN OF BEEKMAN

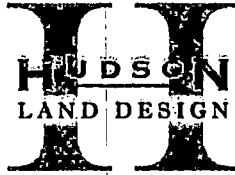
Mary B Covucci  
Mary Covucci  
Town Supervisor

12-7-22  
Date

LOCAL 456, I.B.T

Roger Taranto  
Roger Taranto  
Business Agent

12/07/22  
Date



*Civil & Environmental Engineering Consultants*  
174 Main Street, Beacon, New York 12508  
Phone: 845-440-6926 Fax: 845-440-6637  
[www.HudsonLandDesign.com](http://www.HudsonLandDesign.com)

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December 29, 2022

Supervisor Mary Covucci and Members of the Town Board  
Town of Beekman  
4 Main Street  
Poughquag, New York 12570

Re: Gardner Hollow Road Bridge Replacement Project  
Contractor Request for Payment #4

Dear Supervisor Covucci and Members of the Town Board:

Hudson Land Design (HLD) is in receipt of Application and Certificate for Payment #4 dated November 30, 2022 from OCS Industries, Inc. requesting payment in the amount of \$693,319.11 less 10% retainage (\$69,331.91) less previous payments totaling \$484,588.67 for a total of \$139,398.53 (see attached). The contractor has requested full or partial payment of the items on the continuation sheet that is attached to the payment request application, covering the period of November 1, 2022 through November 30, 2022. HLD has reviewed the request and agrees with the quantity of work completed per the continuation sheet.

Therefore, we suggest that the Town Board authorize payment to OCS Industries, Inc. in the amount of \$139,398.53 in order to satisfy Application and Certification for Payment #4. Should you have any questions, please feel free to call me at 845-440-6926.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel G. Koehler", with a long horizontal flourish extending to the right.

Daniel G. Koehler, P.E.  
Principal

cc: Tom Carey, Town Financial Consultant (via email)  
Linda Bloomer, Town Bookkeeper (via email)  
Laureen Abbatantuono, Town Clerk (via email)  
Wallace & Wallace, Town Attorney (via email)  
Michael A. Bodendorf, P.E. (HLD file)

enc: Application and Certificate for Payment #4 with Continuation Sheets  
Certified Payroll – OCS and BTM (Subcontractor)  
Partial Release: OCS and Final Release: BTM (subcontractor)  
Voucher

**APPLICATION AND CERTIFICATION FOR PAYMENT**

Owner:  
Town of Beckman  
Dutchess County, NY

Project:  
Gardner Hollow Bridge  
Dutchess County, NY

APPLICATION NO: 4  
APPL. DATE: November 30, 2022  
PERIOD FROM: November 1, 2022  
PERIOD TO: November 30, 2022

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

Contractor:  
OCS Industries, Inc.  
327 Mill Street  
Poughkeepsie, NY 12601

Engineer:  
Hudson Land Design  
174 Main Street  
Beacon, NY 12508

Contract Number RFB-OC052-22

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

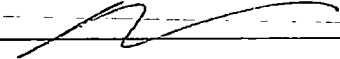
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM -			711,491.00
2. Net change by Change Orders - additional work request	\$		387.61
3. Allowance Overrun			0.00
4. CONTRACT SUM TO DATE (Line(s) 1-3)	\$		711,878.61
5. TOTAL COMPLETED	\$		693,319.11
7. RETAINAGE:			
a. 10 % of Completed Work	\$	\$	69,331.91
(Column D + E on G703)			
b. 0 % of Stored Material	\$		0
(Column F on G703)			
Total Retainage (Lines 5a + 5b or			
Total	\$		69,331.91
8. TOTAL EARNED LESS RETAINAGE	\$		621,987.20
9. Previous Certificate(s) for Payment	\$		484,588.67
10. CURRENT PAYMENT DUE	\$		139,398.53
BALANCE TO FINISH	\$		18,559.50

CONTRACTOR: OCS Industries

Michael DiValentino

By:  Date: 12/5/22

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor

is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

139,398.53

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By:  Date: 12/8/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$ 387.61	
TOTALS	\$387.61	\$0.00
NET CHANGES by Change Order	\$387.61	\$387.61



OWNER: Town of Beekman  
 Dutchess County, NY  
 4 Main St  
 Poughquag NY 12570

ENGINEER: Hudson Land Design  
 174 Main Street  
 Beacon, NY 12508

**PAYMENT APPLICATION FORM**

Project Name: Gardner Hollow Bridge  
 Contract #: RFB-OC052-22  
 Application #: 4  
 Period Ending: November 30, 2022  
 Attention: Daniel Koehler

CONTRACTOR:  
 OCS Industries, Inc.  
 327 Mill Street  
 Poughkeepsie, NY 12601

Spec. # Act ID	Item Description	Unit #	Bid QTY	Unit Price	Contract Price	Comp	Quantity Completed			Work Remaining
							Previous	This Period	Total	
<b>1</b>	<b>Phase I</b>				\$ 115,143.00	100.00%	\$ 115,143.00	\$ -	\$ 115,143.00	\$ -
1A	Mobilization-MPT-Temp Facilities-Access	1	1	\$22,272	\$ 22,272.00	100.00%	\$ 22,272.00	\$ -	\$ 22,272.00	\$ -
1B	Clearing and Grubbing	1	1	\$6,600	\$ 6,600.00	100.00%	\$ 6,600.00	\$ -	\$ 6,600.00	\$ -
1C	Set up Sump and Remove Existing Features	1	1	\$21,850	\$ 21,850.00	100.00%	\$ 21,850.00	\$ -	\$ 21,850.00	\$ -
1D	Install Culvert Extension	1	1	\$16,142	\$ 16,142.00	100.00%	\$ 16,142.00	\$ -	\$ 16,142.00	\$ -
1E	Temp Road Surface & Barriers	1	1	\$42,081	\$ 42,081.00	100.00%	\$ 42,081.00	\$ -	\$ 42,081.00	\$ -
1F	MPT	1	1	\$6,198	\$ 6,198.00	100.00%	\$ 6,198.00	\$ -	\$ 6,198.00	\$ -
<b>2</b>	<b>Phase II</b>				\$ 464,875.00	99.33%	\$ -	\$ 38,848.75	\$ 461,750.00	\$ 3,125.00
2A	Excavation Demolition of Existing Developments	1	1	\$85,505	\$ 85,505.00	100.00%	\$ 85,505.00	\$ -	\$ 85,505.00	\$ -
2B	Cast in Place Concrete	1	1	\$162,231	\$ 162,231.00	100.00%	\$ 162,231.00	\$ -	\$ 162,231.00	\$ -
2C	Backfill and New Scour Install	1	1	\$137,145	\$ 137,145.00	100.00%	\$ 137,145.00	\$ -	\$ 137,145.00	\$ -
2D	Install Bridge Seat	1	1	\$10,295	\$ 10,295.00	100.00%	\$ 10,295.00	\$ -	\$ 10,295.00	\$ -
2E	Moisture Barrier and Sealer	1	1	\$12,034	\$ 12,034.00	100.00%	\$ 12,034.00	\$ -	\$ 12,034.00	\$ -
2F	Set Bridge on Abutments	1	1	\$45,165	\$ 45,165.00	100.00%	\$ 11,291.25	\$ 33,873.75	\$ 45,165.00	\$ -
2G	Survey	1	1	\$12,500	\$ 12,500.00	75.00%	\$ 4,400.00	\$ 4,975.00	\$ 9,375.00	\$ 3,125.00
<b>3</b>	<b>Phase III</b>				\$ 131,473.00	0.00%	\$ -	\$ 116,038.50	\$ 116,038.50	\$ 15,434.50
3A	Establish Grade for New Bridge	1	1	\$34,165	\$ 34,165.00	100.00%	\$ -	\$ 34,165.00	\$ 34,165.00	\$ -
3B	Paving	1	1	\$31,275	\$ 31,275.00	100.00%	\$ -	\$ 31,275.00	\$ 31,275.00	\$ -
3C	Remove Bypass and Dispose	1	1	\$36,572	\$ 36,572.00	100.00%	\$ -	\$ 36,572.00	\$ 36,572.00	\$ -
3D	Final Grade and Landscape	1	1	\$15,585	\$ 15,585.00	90.00%	\$ -	\$ 14,026.50	\$ 14,026.50	\$ 1,558.50
3E	Guide Rail	1	1	\$13,876	\$ 13,876.00	0.00%	\$ -	\$ -	\$ -	\$ 13,876.00
	<b>BASE BID TOTAL</b>				\$ 711,491.00	0.00%	\$ 115,143.00	\$ 154,887.25	\$ 692,931.50	\$ 18,559.50
<b>1</b>	<b>Supply of nuts and bolts not in inventory for Mabie Bridge</b>	<b>1</b>	<b>1</b>	\$ 387.61	\$ 387.61	100.00%	\$ 387.61	\$ -	\$ 387.61	
<b>TCICO</b>	<b>FIXED, UNIT CONTRACT INCLUDING COs</b>				\$ 711,878.61	14.51%	\$ 115,530.61	\$ 154,887.25	\$ 693,319.11	\$ 18,559.50

U.S. Department of Labor  
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS 327 Mill St  
 OCS Industries, Inc. Poughkeepsie, NY 12601  
 PAYROLL NO. 22-043 #14 FOR WEEK ENDING 11/06/2022 PROJECT AND LOCATION Gardner Hollow Bridge Replacement  
 Gardner Hollow Bridge PROJECT OR CONTRACT NO. 2022-0113-2  
 OMB No.: 1235-0008 Expires: 01/31/2015

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK	
				M	T	W	T	F	S	S				FICA	WITH- HOLDING TAX	Medicare <sup>30</sup>	NYS	OTHER	TOTAL DEDUCTIONS		
				31	1	2	3	4	5	6				HOURS WORKED EACH DAY							
Buchner, Brian (8700)		Operator	O	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.50	\$90.24	\$1,007.68								
			S	8.00	8.00	0.00	0.00	0.00	0.00	0.00	16.00	60.16		\$62.47	\$87.09	\$14.61	\$46.53	\$98.87	\$309.57	\$698.11	
Mills, Rich (2600)		Laborer	O	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.50	\$69.15	\$772.18								
			S	8.00	8.00	0.00	0.00	0.00	0.00	0.00	16.00	46.10		\$47.88	\$78.67	\$11.00	\$32.75	\$105.03	\$275.33	\$496.85	
		Carpenter	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00											
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00		43.30									
		Operating Engineer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00											
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00		52.90									
		Laborer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00											
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00		43.30									
Quigley, Patrick (1019)		Laborer Apprentice	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00			\$355.52								
			S	8.00	8.00	0.00	0.00	0.00	0.00	0.00	16.00	22.22		\$22.04	\$10.65	\$5.15	\$8.78	\$48.82	\$95.44	\$260.08	
		Laborer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00											
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00		43.30									
		Laborer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00											
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00		43.30									

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210



U.S. Department of Labor  
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

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U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008

Expires: 01/31/2015

NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS 327 Mill St  
OCS Industries, Inc. Poughkeepsie, NY 12601

PAYROLL NO. 22-043 #15 FOR WEEK ENDING 11/13/2022 PROJECT AND LOCATION Gardner Hollow Bridge Replacement  
PROJECT OR CONTRACT NO. 2022-0113-2  
Gardner Hollow Bridge

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK	
			OT OR ST.	M	T	W	T	F	S				S	FICA	WITH- HOLDING TAX	Medicare <sup>30</sup>	NYS	OTHER		TOTAL DEDUCTIONS
				7	8	9	10	11	12				13							
NO WORK PERFORMED		Operator	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		/								
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.16									
Mills, Rich (2600)		Laborer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		/								
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46.10								\$268.36	\$268.36
		Carpenter	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		/								
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.30									
		Operating Engineer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		/								
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52.90									
		Laborer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		/								
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.30									
Quigley, Patrick (1019)		Laborer Apprentice	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		/								
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.22									
		Laborer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		/								
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.30									
		Laborer	O	0.00	0.00	0.00	0.00	0.00	0.00	0.00		/								
			S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.30									

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 11/14/2022

I, Michael DiValentino President  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by  
OCS Industries, Inc. on the  
(Contractor or Subcontractor)  
Gardner Hollow Bridge; that during the payroll period commencing on the  
(Building or Work)  
7 day of November, 2022, and ending the 13 day of November, 2022,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

OCS Industries, Inc. from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

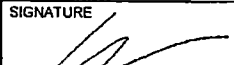
- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE  
Michael DiValentino  
President

SIGNATURE  


THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

### Certified Payroll Report

For the Period Ending: 11-19-22

Job: 22-50009 OCS GARDNER HOLLOW PAVING PREV

		11-13	11-14	11-15	11-16	11-17	11-18	11-19	Total	Cash	Hrly	Gross	Total	FWH	SWH	Other	Net	
		<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>	<u>Hours</u>	<u>Rate</u>	<u>Fringe</u>	<u>Fringe</u>	<u>This Job</u>	<u>Gross</u>	<u>FICA</u>	<u>SUI/SDI</u>	<u>Deducts</u>	<u>Net</u>
STEVEN OVIATT	Male																	
XXX-XX-0796 Caucasian	Reg			.75					.75	75.55			56.66	1,177.56	171.37	55.34	6.02	854.14
S - 0 TRI-AXLE	Reg												56.66		90.09		.60	
DOUGLAS CAMERON	Male																	
XXX-XX-8066 Caucasian	Reg			1.00	1.00	1.00			3.00	77.58			232.74	1,503.24	174.13	71.18	272.57	880.45
S - 0 LOW-BED	Reg												232.74		104.31		.60	
GABRIEL BAEZ	Male																	
XXX-XX-9730 Caucasian	Reg			3.00		5.50			8.50	76.25			648.13	1,497.75	208.62	74.07	7.65	1,092.23
S - 1 SCREED MAN	Reg												305.82					
SKIDSTEER	Reg			3.50					3.50	87.32			953.75		114.58		.60	
ZENON CASTELLANOS	Male																	
XXX-XX-0595 Caucasian	Reg			3.50					3.50	74.15			259.53	1,673.61	247.31	84.36	8.55	1,204.77
S - 1 LABOUR	Reg												648.13					
SCREED MAN	Reg			3.00		5.50			8.50	76.25			907.66		128.02		.60	
DOMINICK DIMETRO	Male																	
XXX-XX-1718 Caucasian	Reg			3.00					3.00	75.55			226.65	1,232.40	94.48	55.96	31.30	955.78
M - 2 TRI-AXLE	Reg												226.65		94.28		.60	
MATTHEW GOVER	Male																	
XXX-XX-1833 Caucasian	Reg			6.50		5.50			12.00	93.88			1,126.56	1,885.06	251.31	91.69	130.19	1,275.53
S - 0 PAVEMENT MILLING	Reg												1,126.56		135.74		.60	
WILLIAM PARKER	Male																	
XXX-XX-1546 Black	Reg			3.00		5.50			8.50	88.30			750.55	1,595.47	231.93	90.91	8.15	1,141.83
S - 0 ROLLER WITH BACKHOE	Reg												317.66					
	Reg			3.50					3.50	90.76			1,068.21		122.05		.60	
CRISTIAN GALINDO	Male																	
XXX-XX-5923 Caucasian	Reg			3.00					3.00	74.15			222.45	1,470.83	184.51	71.37	7.52	1,094.30
S - 2 LABOUR	Reg												785.88					
SKIDSTEER	Reg			3.50		5.50			9.00	87.32			1,008.33		112.53		.60	

### Certified Payroll Report

For the Period Ending: 11-19-22

Job: 22-50009 OCS GARDNER HOLLOW PAVING PREV

		11-13	11-14	11-15	11-16	11-17	11-18	11-19	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	Net
		<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>	<u>Hours</u>	<u>Rate</u>	<u>Fringe</u>	<u>Fringe</u>	<u>This Job</u>	<u>Gross</u>	<u>FICA</u>	<u>SUI/SDI</u>	<u>Deducts</u>	
TREVOR STAFFA	Male												889.81	1,131.31	128.00	52.63	5.78	857.75
XXX-XX-6978 Caucasian	Reg			6.50		5.50			12.00	74.15			889.81		86.55	.60		
S - 1 LABORER																		
DARREN BROWN	Male												889.81	1,287.57	144.19	62.90	103.78	877.60
XXX-XX-7948 Black	Reg			6.50		5.50			12.00	74.15			889.81		98.50	.60		
S - 0 LABORER																		
KEITH TOLBERT	Male												889.81	1,507.81	136.51	75.78	7.70	1,171.87
XXX-XX-9913 Caucasian	Reg			6.50		5.50			12.00	74.15			889.81		115.35	.60		
S - 0 LABORER																		

Totals for OCS GARDNER HOLLOW PAVING PREV

11-13-22	11-14-22	11-15-22	11-16-22	11-17-22	11-18-22	11-19-22	Total	Gross	Total	Deductions	Net
<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Hours</u>	<u>This Job</u>	<u>Gross</u>	<u>FICA</u>	<u>Net</u>
.00	.00	56.75	1.00	45.00	.00	.00	102.75	8,249.99	15,962.61	1,972.36	11,406.25
										1,202.00	
										786.19	
										6.60	
										589.21	

Date 11/22/2022

I, Vincent Gilberti Controller  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

BlacktopMaintenanceCorp. on the  
(Contractor or Subcontractor)  
22-043 Gardner Hollow Rd Project; that during the payroll period commencing on the  
(Building or Work)  
13 day of November, 2022, and ending the 19 day of November, 2022,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

BlacktopMaintenanceCorp. from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

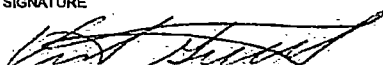
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Vincent Gilberti Controller	SIGNATURE 
--	--

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.



**CONTRACTOR/SUBCONTRACTOR**  
**PARTIAL RELEASE AND LIEN WAIVER**

Date: December 15, 2022  
Project: Gardner Hollow Road Bridge  
Address: Gardner Hollow Road  
City: Poughquag, New York 12570  
County: Dutchess  
State: New York  
Owner: Town of Beekman  
Contractor: OCS Industries, Inc.

Contract Date:	<u>July 28, 2022</u>
Contract Price:	<u>\$711,491.00</u>
Net Extras & Deductions:	<u>\$387.61</u>
Adjusted Contract Price:	<u>\$711,878.61</u>
Amount Previously Paid:	<u>\$209,216.97</u>
Current Payment Due:	<u>\$139,398.53</u>
Balance Due:	<u>\$18,559.50</u>

In the consideration of payment made by **TOWN OF BEEKMAN** to OCS Industries, Inc. for all work, labor, materials, equipment and services furnished through the period ending November 30, 2022 and pursuant to Payment Application #4 in connection with the project named above.

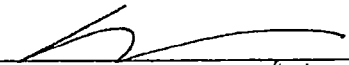
The UNDERSIGNED hereby releases the Contractor/Subcontractor listed above, through the date of this Partial Release and Waiver of Lien, from any and all claims and demands of every kind and character, including, but not limited to claims for labor and/or materials and/or equipment and/or additional work and/or delays under the aforesaid contract in any way growing out of or connected with said contract. The undersigned does hereby covenant and agree not to claim or file a mechanic's lien or any other lien against the contract and/or premises for materials furnished or labor performed in connection with such a project to date listed above.

The UNDERSIGNED further warrants that:

- 1) All subcontractors employed by the undersigned upon this project have been fully paid to this date hereof;
- 2) All workmen employed by it or its subcontractors upon this project have been fully paid to this date hereof;
- 3) All materialmen from whom the undersigned or its subcontractors have purchased materials used in this project have been paid for the materials delivered on or prior to this date;
- 4) None of such workmen and/or materialmen have any claims or demand or right of lien; and
- 5) He/She is an authorized officer with full power to execute this Partial Release and Waiver of Lien.

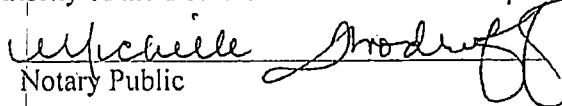
IN WITNESS WHEREOF, the contractor or subcontractor named below has executed this Partial Release and Lien Waiver this 15<sup>th</sup> day of December, 2022.

CONTRACTOR/SUBCONTRACTOR:

Signature:   
Print Name: Michael DiValentino  
Title: President

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF Dutchess)

On this 15 day of December, in the year 2022, before me personally came Michael DiValentino, to me known,  
who, being by me duly sworn, did depose and say that he resides at Harrison, NY that he is the President of the OCS Industries, Inc., the corporation described in and which executed the foregoing Partial Release and Lien Waiver, and that he signed his name thereto by authority of the Board of Directors of the corporation.

  
Notary Public

MICHELLE WOODRUFF  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01WO6345920  
Qualified in Ulster County  
My Commission Expires 05-04-2024

Exhibit C

**SUBCONTRACTOR FINAL RELEASE OF CLAIMS  
AND WAIVER OF LIEN**

SUBCONTRACTOR: Blacktop Maintenance Corp PROJECT: Gardner Hollow 22.013

In Consideration of this **FINAL PAYMENT** in the sum of \$ 24,931.50, together with all prior payments (including this payment) totaling the sum of \$ 24,931.50 the Subcontractor agrees as follows;

**THE SUBCONTRACTOR** hereby releases (1) **OCS Industries, Inc.** its officers, directors and employees, (2) **OCS Industries, Inc.'s Payment Bond Surety**, if applicable, and (3) the project Owner and Architect from any and all claims, demands, actions, suits, debts and sums of money of every kind and character which it may now or hereinafter have through the date of this Final Release of Claims and Waiver of Lien, including but not limited to claims for labor, materials, equipment, services, additional or extra work, delays or loss of productivity, under the subcontract or in any way growing out of or connected with said subcontract or the project. The Subcontractor does hereby covenant and agree not to claim or file a mechanic's lien or any other lien against the contract and/or premises for work performed.

**THE SUBCONTRACTOR**, further warrants that (1) all work required under the subcontract has been performed in accordance with the terms thereof (2) all workmen employed by it or its subcontractors upon this project have been fully paid; (3) all materialmen from whom the undersigned or its subcontractors have purchased materials used in the project have been paid; (4) none of such workmen and/or materialmen have any claims or demands or right of lien, (5) all insurances required pursuant to the subcontract are in full force and all taxes have been paid, and (6) the undersigned stipulates that he/she is an authorized officer with full power to execute this Final Release of Claims and Waiver of lien.

WITNESS the signature and seal of the undersigned as of the 16<sup>th</sup> day of December, 2022.

SUBCONTRACTOR: Blacktop Maintenance Corp  
BY: [Signature]  
TITLE: Controller

Sworn to before me the 16<sup>th</sup> day of December, 2022.

Donna M. Coluccio

DONNA COLUCCIO  
Notary Public, State of New York  
No. 01C04960232  
Qualified in Dutchess County  
Commission Expires December 18, 2025



## RULES FOR PUBLIC COMMENT PERIODS AT TOWN BOARD MEETINGS

The presiding officer shall have, to the fullest extent provided by New York State law, the sole authority to regulate public comment at any meeting as s/he, in his/her sole discretion, shall see fit, including, but not limited to, the authority to set priority for topics of comment and to declare any person to be out of order for failure to follow his or her directives in this regard. In governing the meeting and regulating public comment the presiding officer shall consider, but shall not be strictly bound by the following guidelines:

- A. The public shall be allowed to speak during the period of the meeting designated as "Public Comment" or as such other time as a majority of the Town Board shall suspend these rules, or at a duly called public hearing, or any other time required by state law or the Town Code of the Town of Beekman. Speakers must sign-in and provide their name, address and organization they represent, if applicable. Speakers must be recognized by the presiding officer. During the segment of the meeting designated "Public Comment", speakers shall limit their remarks to three minutes and will be advised by the presiding officer when three minutes have expired. Speakers are requested to conclude their remarks at that time. "Public Comment" is intended to afford persons an opportunity to express opinions on items on the Town Board agenda or general public comment periods. No Speaker shall be declared out of order, prevented from speaking or barred from attendance at any meeting because of any disagreement with the Speaker's position or view on any matter, because of the Speaker's identity or because of any disagreement with the content of relevant testimony.
- B. All remarks shall be addressed to the Town Board as a body and not to any member thereof. Speakers shall observe the rules of decorum set forth in Subsection C below. Interested parties or their representatives may address the Town Board by written communications. Written communications shall be delivered to the Town Clerk.
- C. Rules of decorum.
  1. Purposes of rules of decorum.
    - a. To ensure that meetings of the Town Board are conducted in a way that allows the business of the Town to be effectively undertaken.
    - b. To ensure that members of the public who attend meetings of the Town Board can be heard in a fair, impartial manner.
    - c. To ensure that meetings of the Town Board are conducted in a way which is open to all viewpoints and which is protective of the content of each speaker's speech and expression, yet is free from abusive, distracting or intimidating behavior.
    - d. To ensure that these rules of decorum are understood by persons attending Town Board meetings.
    - e. To ban egregious, inappropriate, and obstructive behavior at meetings of the Town Board.
  2. Rules for the Speaker.
    - a. The speaker shall conduct himself or herself in a professional and respectful manner.

- b. All remarks shall be directed to the Town Board, and not at Town staff or the public in attendance.
  - c. The speaker shall not defame, intimidate, make personal affronts, make threats of violence, or use profanity.
3. Rules for the public. Members of the public in the audience shall not engage in any of the following activities during a Town Board meeting:
- a. Shouting, Clapping, unruly behavior, distracting side conversations, or speaking out.
  - b. Defamation, intimidation, personal affronts, threats of violence, or profanity.
  - c. Behavior that disrupts the orderly conduct of the meeting.
4. Persons Authorized to be approach dais. No person except members of the Town Board and Town Staff shall be permitted to approach the dais without the consent of the presiding officer.
5. Enforcement of rules of decorum.
- a. Upon a violation of these rules of decorum, the presiding officer shall request the person or persons violating a rule or rules to cease the violation.
  - b. If a violation continues, the presiding officer warns the person(s) that he/she may be required to leave the meeting room if a violation continues.
  - c. If the person or persons does not cease the violation(s) the presiding officer shall declare the person out of order at which time the person or persons will be ordered to leave the meeting room by the presiding officer.

**TOWN OF  
BEEKMAN,  
NEW YORK**



**INVESTMENT  
POLICY**

Adopted 08/11/20  
Modified 04/27/21

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## **A. SCOPE**

This investment policy applies to all moneys and other financial resources available for investment by the Town of Beekman. The Town Board will annually review this policy.

## **B. OBJECTIVES**

The primary objective of the town's investment activities are, in priority order,

- To conform with all applicable federal, state and other legal requirements (legal);
- To adequately safeguard principal (safety);
- To provide sufficient liquidity to meet all operating requirements (liquidity);
- To obtain a reasonable rate of return (yield)

## **C. DELEGATION OF AUTHORITY**

The governing boards' responsibility for administration of the investment program is delegated to the Town Supervisor who, with the assistance of the Town's Finance office, shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide satisfactory level of accountability based on a database or records incorporation description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

## **D. PRUDENCE**

1. All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Town of Beekman to govern effectively.
2. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal, as well as, the probable income to be derived.
3. All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

## **E. DIVERSIFICATION**

It is the policy of the Town Of Beekman to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

## **F. INTERNAL CONTROLS**

1. It is the policy of the Town of Beekman for all monies collected by an officer or employee of the government to transfer those funds to the Town Supervisor within 5 days of deposit, or within the time period specified in law, whichever is shorter.

**F. INTERNAL CONTROLS (cont'd)**

2. The Town Supervisor with the assistance of the Finance Office is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or deposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulation.

**G. DESIGNATION OF DEPOSITORIES**

The banks and trust companies authorized for the deposit of monies up to the maximum amounts are as follows:

<u>Depository</u>	<u>Maximum</u>	<u>Contact</u>
M&T Bank	\$5,000,000	
Key Bank	\$5,000,000	
All other Banks	\$1,000,000	

**H. COLLATERALIZING OF DEPOSITS**

In accordance with the provisions of General Municipal Law #10, all deposits of the Town of Beekman, including certificates of deposit and special time deposits. In excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of "eligible securities" with an aggregate "market value" as provided by GML #10 equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.
2. By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk based capital requirements.
3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

## **I. SAFEKEEPING AND COLLATERALIZATION**

1. Eligible securities used for collateralizing deposits shall be held by the depository and or a third party bank or trust company subject to security and custodial agreements.
2. The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer for with an assignment in blank to the Town of Beekman or Custodial bank.
3. The custodial agreement shall provide that securities held by the bank or trust company, or agent of the custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodial shall confirm the receipt, substitution or release of the securities, the agreement shall provide for the frequency of the revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in securities.

## **J. PERMITTED INVESTMENTS**

As authorized by GML sec. 11, the Town Of Beekman authorizes the Town Supervisor to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts
- Certificates of deposit
- Obligations of the United State of America
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America
- Obligations of the State of New York
- Obligations issued pursuant to LFL sec. 24 or 25 (with approval of the State Comptroller) by a municipality, school district or district corporation other than the Town of Beekman
- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statues' governing such entities or whose specific enabling legislation authorizes such investments.
- Certificates of Participation (COPS) issued pursuant to GML, section 109-b,
- Obligations of this local government, but only with any moneys, in a reserve fund established pursuant to GML, section 6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k,6-l, 6-m, or 6-n.

#### **J. PERMITTED INVESTMENTS (cont'd)**

- Cooperative Investments provided the legality and safety, and liquidity of all monies invested is on a cooperative basis documented with review by Legal Counsel and agreement approved by the Town Board.

All investments obligations shall be payable or redeemable at the option of the Town of Beekman within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Beekman within two years of the date of purchase.

#### **K. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS**

The Town Of Beekman shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credit worth. Banks shall provide their most recent Consolidated Report of the condition (Call report) at the request of the Town of Beekman.

#### **L. PURCHASE OF INVESTMENTS**

The Supervisor is authorized to contract for the purchase of investments;

1. Directly, including through a repurchase agreement, from an authorized trading partner.
2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the GML where such program meets all the requirements set forth in the Office of the State Comptroller Opinion no. 88-46 , and the specific program has been authorized by the governing Board.
3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchase obligations, unless registered or inscribed in the name of the local government, shall be purchase through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Town of Beekman by the bank or trust company. Any obligation held in custody of a bank or trust company shall be held pursuant to a written custodial agreement as described n GML #10.

The custodial agreement shall provide the securities held by the bank or trust company, as agent of and custodial for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any deposit or other liabilities. The agreement shall describe how the custodial shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

## APPENDIX A

### **M. SCHEDULE OF ELIGIBLE SECURITIES**

- 1 Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- 2 Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank the Asian Development Bank and the African Development Bank.
- 3 Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
- 4 Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposits of public moneys.
- 5 Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- 6 Obligations of Puerto Rico rated in one of the three highest rating categories by at last one nationally recognized statistical rating organization.
- 7 Obligations of counties, cities and other governmental entities of an state other than the State of New York giving the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- 8 Obligations of domestic corporations rated n one of the two highest rating categories by at last one nationally recognized statistical rating organization @110% of deposited funds.
- 9 Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies @ 120% of deposited funds.
- 10 Commercial paper and bankers acceptances issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged @110% of deposited funds.
- 11 Zero coupon obligations of the United State government marketed as "Treasury strips" @120% of deposited funds.
- 12 Surety Bonds issued by certain highly-rated insurance companies @100% of deposited funds.
- 13 Letters of Credit with a maturity of less than 90 days issued by certain highly-rated or well capitalized banks at 130% of deposited funds.

# **TOWN OF BEEKMAN, NEW YORK**



# **PROCUREMENT POLICY**

Adopted 08/11/20

## Town of Beekman Procurement Policy Revised 8/11/2020

1. Every town officer, board, department head or other town employee with the designated purchasing authority shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. This estimate shall become the basis for that board or department budget for that fiscal year. That adopted budget shall be communicated to the responsible town officer, board or department head and it shall become the responsibility of that person **in consultation with the Town's Budget Officer and Finance Office** to manage his respective spending within the constraints of the adopted budget.
2. Every prospective purchase of goods or services shall be evaluated to determine the applicability of General Municipal law, section 103. Section 103 of the GML that requires towns to advertise for bids on all contracts for the purchase of materials, supplies, and equipment involving an expenditure of more than \$20,000 and on all contracts for the accomplishment of public works involving an expenditure of more than \$35,000.
3. All purchases of less than \$20,000 but equal to or greater than \$3,000 require a written purchase requisition approved by the responsible department head or board chairperson. The purchase requisition should include the following information:
  - a. Date of requisition
  - b. Name of department, contact, phone number
  - c. Date required and delivery address
  - d. Vendor name and address
  - e. Description of item or service and quantity required
  - f. Estimated cost
  - g. Written/fax quotes from at least 3 vendors
  - h. **Budget sub-code to be expensed**

The completed purchase requisition shall be submitted **for approval to the Budget Officer or Finance Office**. The **Budget Officer or Finance Office** shall check to verify that budget authority exists and **funds are available**. The coded purchase requisition shall be returned to the responsible department head or board for the order to be placed.

4. All purchases of less than \$20,000 but equal to or greater than \$1,000 require a written purchase requisition as in #3 above except that oral/fax quotes from 2 vendors are required in lieu of written/fax quotes from 3 vendors.

5. All purchases **greater than \$300** require a written purchase requisition as in #3 above unless they are of a recurring nature **resulting from a previously approved contract or requisition** necessitated by the normal business operation of a particular department.
6. All estimated public works contracts of:
  - a. Less than \$35,000 but greater than or equal to \$20,000 requires a written Request for Proposal or fax proposals from 3 contractors.
  - b. Less than \$20,000 but greater than or equal to **\$1,000** requires a written Request for Proposal or fax proposals from 2 contractors.

Any written Request for Proposal shall describe the desired goods, quantity and the particulars of delivery. The purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered. All information gathered in complying with this procedure shall be preserved and filed with the documentation supporting the subsequent purchase of public works.

7. The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the purchaser prepares a written justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the lowest bidder. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.
8. A good faith effort shall be made to obtain the required number of proposals and/or written/fax/oral quotes. If the purchaser is unable to obtain the required number of proposals and/or written/fax/oral quotes, the purchaser shall document the attempt made. In no event shall the inability to obtain the required proposal and/or written/fax/oral quotes be a bar to procurement.
9. **The above listed procedures do not apply to the purchase of office supplies or equipment. Each department shall submit a requisition form to the Budget Officer or Finance Office, which includes the information required in paragraph 3 of this policy by the 10th day of each month. Such requisitions will then be reviewed and consolidated for a monthly purchase of town-wide needs. The monthly consolidated purchase to be conducted by the designee of the Budget Officer.**
10. Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances:
  - Acquisition of professional services
  - Emergencies
  - Sole source situations
  - Goods purchased from agencies for the blind or handicapped
  - Goods purchased from correctional facilities
  - Goods purchased from other governmental agencies
  - Goods purchased at auction



11. The unintentional failure to comply fully with the provisions of GML, Section 104-b shall not be grounds to void action taken or give rise to a cause of action against the Town of Beekman or any officer or employee thereof.
12. The Town Board shall annually review these policies and procedures.

## Town of Beekman Fund Balance Policy

### **A. Purpose:**

The Town of Beekman ("Town") desires to manage its financial resources and stability by establishing a Fund Balance Policy. The purpose of this policy is to ensure that the Town maintains a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls, unexpected one-time expenditures and emergencies or disasters.

### **B. Background:**

The Governmental Accounting Standards Board (GASB) issued GASB Statement Number 54, in 2009, entitled *Fund Balance Reporting and Governmental Fund Type Definitions* abandoning the reserved and unreserved classifications of fund balance replacing them with five new classifications. These changes were made to bring greater clarity and consistency to fund balance reporting, and the usefulness of fund balance information.

State Law allows local governments to carry over a "reasonable amount" of unappropriated unreserved fund balance from one year to the next. This Policy establishes the percentage that the Town of Beekman considers the "reasonable amount" for each fund and defines New Reserves.

### **C. Fund Balance Classifications:**

Consists of the measurement of available resources and represents the difference between total assets and total liabilities.

1. Non-spendable – Consists of the amounts that cannot be spent because they are held usually for prepaid items or inventory.
2. Restricted – Consists of amounts that are subject to special legal purpose restrictions such as capital reserves, tax and debt reserves, repairs, insurances or other purposes allowed by statutes.
3. Committed (Unrestricted) – Consists of amounts constrained for specific purposes using its highest level decision making authority (Town Board). The Town Board must take formal action before the end of the fiscal year to add or remove a committed constraint.
4. Assigned (Unrestricted) – Consists of amounts that are subject to a specific purpose that represents an intended use established by the government's highest level decision making authority (Town Board). The purpose of the assignment must be defined in the Fund Budget. Encumbrances are assigned.
5. Unassigned (Unrestricted) – This consists of all balances remaining after considering the other four categories for the general fund and could result in a surplus or a deficit balance.

## **D. Policy Statements:**

### **1. Reserves Created by Town Board Resolution Approval**

- a. The Town shall strive to maintain a level of reserves to guard against a service disruption because reserves are essential to dealing with unforeseen emergencies, etc.
- b. Funding of reserves can come from surplus funds (excess of revenues over expenditures) or one-time revenues or other sources as designated by the Town Board.
- c. All expenditures from or uses of reserves will require prior Town Board Resolution Approval.
- d. Reserves shall only be used for the purpose in which they are intended
- e. Reserves maintained are as follows:
  - Retirement Liability Reserve to pay for employee retirement plan contributions, adjusted annually
  - Compensated Absence Liability Reserve to pay the cost of employee Accrued Compensated Absences, adjusted annually
  - Insurance Reserve to pay the cost of Uninsured Losses and Claims or judgements, minimum \$50,000.
  - Repair Reserve to pay the cost of Non-recurring repairs to improvements or equipment, minimum \$100,000

### **2. Unassigned Unrestricted Fund Balance**

- a. The unrestricted unassigned fund balance range for the General Fund shall be not less than 20% and not more than 30% of the total adopted budgeted expenditures of the General Fund.
- b. The Finance Office shall annually calculate and verify the Town's compliance with this policy. The following formula will be used: the audited balance available in the unrestricted unassigned fund balance of the Town's General Fund for the most recent audited fiscal year, divided by the adopted expenditure budget for the ensuing fiscal year for the Town's General Fund.
- c. The Town Supervisor shall report annually to the Town Board the results of the calculation and make recommendations for the use of surplus funds or the replenishment of funds in the event of a deficit.
- d. In the event the unrestricted unassigned fund balance of the Town's general fund exceeds the maximum requirements, the Surplus may be utilized for any lawful purpose approved by the Town Board. The excess shall be appropriated to fund one time expenditures or capital expenses which do not result in recurring operating costs, or the establishment or increase in legitimate restrictions (reserves) of fund balance.
- e. In the event the unrestricted unassigned fund balance for the Town's general fund falls below the minimum requirement Deficiency year, the Town Supervisor shall prepare and submit to the Town Board a plan to restore the deficit balance to the minimum level in the next budget year or other appropriate period of time.

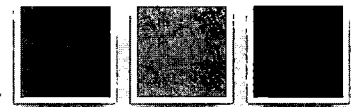
## **E. Annual Review:**

This policy will be presented by the Town Supervisor annually for review and adoption by the Town Board.



# NYCLASS<sup>®</sup>

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## **Information Statement**

**August 2021**

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## General Information

New York Cooperative Liquid Assets Securities System (NYCLASS) is a short-term, highly liquid investment fund designed specifically for the public sector. It provides the opportunity to invest funds on a cooperative basis in short-term investments that are carefully selected to maximize safety and liquidity while generating a competitive yield.

Participation is available to any municipal corporation or special purpose district empowered under New York State Statute including counties not within the City of New York, cities, towns, villages, school districts, fire districts, and boards of cooperative educational services.

NYCLASS is subject to the terms of the October 20, 1999, NYCLASS Municipal Cooperation Agreement (the Agreement), as amended March 28, 2019, and is structured in accordance with New York State General Municipal Law (GML), Article 3-A and Article 5-G, Sections 119-n and o, and Chapter 623 of the Laws of 1998. All NYCLASS investment and custodial policies are in accordance with GML and Sections 10 and 11 (as amended by Chapter 708 of the Laws of 1992). The Agreement is between the Village of Potsdam (Lead Participant) and each district and/or municipal corporation that formed the original NYCLASS fund or that subsequently elects to participate. All parties to the Agreement are collectively referred to as "the Participants."

NYCLASS is rated 'AAAm' by S&P Global Ratings. According to S&P, a fund rated 'AAAm' demonstrates an extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. 'AAAm' is the highest principal stability fund rating assigned by S&P. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of

factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove market risk. These ratings are neither a market rating nor a recommendation to buy, hold, or sell the securities by the rating agencies.

### **NYCLASS Governing Board**

The Agreement is administered by an elected Governing Board (the Board) of up to 15 members. A Board Member must be either a Participant's Chief Fiscal Officer or another designated officer or employee of the Participant who has knowledge and expertise in financial matters.

The powers and responsibilities of the Board include:

- Administering all aspects of the Agreement
- Entering into appropriate contracts to assist in the management of the Agreement
- Monitoring compliance with the investment policy, maturity limitations, and reporting and disclosure requirements established under the Agreement
- Testing the investments made pursuant to the Agreement at least once a month for sensitivity to changes in interest rates
- Disclosing to Participants any rating or change in rating from a nationally recognized statistical rating organization

The Board invests cooperative funds only in securities that are legal for public funds investment in New York. The Board limits these investments to repurchase agreements collateralized 102% with U.S. Treasury securities and agency securities backed by the full faith and credit of the U.S. government, U.S. Treasury bills and notes, obligations of the state of New York, collateralized bank deposits, and other U.S. government guaranteed obligations.

**Professional Services Engaged by the Board**

The Board enlists the services of several professionals to fulfill its administrative responsibilities: A Fund Administrator, an Investment Advisor, an Independent Auditor, Legal Counsel, and a Custodial Bank.

**Fund Administrator/Investment Advisor:**

Public Trust Advisors, LLC (Public Trust), an SEC-registered investment advisor, provides daily market reports and proposed investment strategies to the Lead Participant's Fiscal Officer who, in turn, directs investment transactions on behalf of all NYCLASS Participants. Public Trust also performs a monthly "stress test" on the NYCLASS portfolio to determine its sensitivity to interest rate volatility and makes the necessary surveillance filings with S&P Global Ratings related in accordance with their 'AAAm' rating guidelines.

**Custodian:**

U.S. Bank. provides third-party custody services for the NYCLASS portfolio. The Custodian is responsible for the receipt and safekeeping of all cooperatively invested NYCLASS assets that are held in a segregated trust company institutional custody account.

**Auditors:**

CliftonLarsonAllen, LLP conducts an annual independent audit of the NYCLASS fund. Copies of the audit are distributed to all Participants and the New York State Comptroller.

**Fund Objectives**

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In all its investments, NYCLASS seeks to maximize safety, liquidity, convenience, and competitive rates of return. The

portfolio strategy is to be fully invested each night to maximize yields.

**Safety**

Besides investing public-sector funds only in securities legally permitted under New York law, NYCLASS offers the additional strength of its 'AAAm' rating by S&P Global Ratings as well as the security of an annual audit by an independent outside audit firm, CliftonLarsonAllen, LLP.

To further enhance safety, portfolio investments are carefully balanced to correspond with Participants' anticipated cash flow needs as well as to minimize the effects of market volatility.

Several security features are also in place to protect against fraud or error. Only designated officials may conduct transactions, and funds may be transferred only to previously authorized bank accounts.

**Liquidity**

Participants may conduct transactions (deposits, withdrawals, or transfers) on any normal business day. All portfolio investments are carefully selected to ensure that cash is available whenever needed. There is never a penalty for withdrawals of invested funds including all accrued interest. There are no limits on the dollar amount or number of daily transactions except that total daily withdrawals may not exceed the total balance on deposit. There is no minimum balance requirement or transaction size.

**Convenience**

To make cash management simple and efficient, NYCLASS includes many features that make it easy to access account information and simplify record keeping. Participants may make account transactions on any business day using the NYCLASS phone number (855) 804-9980, fax number (855) 804-9981, email

clientservices@newyorkclass.org, or via NYCLASS online transaction system.

Any transaction made with the proper notification to NYCLASS Client Services before 12:00 p.m. ET on a business day will be posted and, if appropriate, begin earning interest on that day; transactions made after 12:00 p.m. ET will be posted the next business day. All transactions are confirmed same day. Participants may also schedule transaction in advance to anticipate important draw dates. This "pre-dating" function avoids timing problems and ensures that cash is available to meet specific payroll or other cash needs.

Participants may establish any number of NYCLASS subaccounts to track and parallel their own internal fund accounting structures. Although all investment and payment forms have been designed to be simple and user-friendly, we can also customize account information to meet special needs. Participants may contact the Public Trust Client Service Team on any business day to get specific account information or for other assistance.

Comprehensive monthly statements provide a detailed account history including daily account activity and transaction numbers. These statements have been designed specifically to facilitate public-sector fund accounting and to establish a clear accounting and audit trail for Participants' investment records.

### **Rates of Return**

NYCLASS Participants can benefit from the professional investment expertise provided by Public Trust. Participants in NYCLASS can take advantage of economies of scale relative to purchasing power and transaction and clearance costs as well as custody arrangements. Overall portfolio performance is enhanced by the different cash-flow cycles of the various Participants.

For the purpose of calculating the portfolio's net asset value per share, the securities held by the portfolio are valued as follows: (1) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities; (2) all other securities and assets are valued at fair market value determined in good faith. The result of this calculation is a share value that is rounded to the nearest penny. Accordingly, the price at which portfolio shares are sold and redeemed will not reflect net realized or unrealized gains or losses on portfolio securities which amount to less than \$.005 per share. The fund will endeavor to minimize the amount of such gains or losses. However, if net realized and unrealized gains or losses should exceed \$.005 per share, a portfolio's net asset value per share will change from \$1.00 or be maintained at \$1.00 per share by retention of earnings or the reduction on a pro rata basis of each Participant's shares in the event of losses or by a pro rata distribution to each Participant in the event of gains.

It is a fundamental policy of NYCLASS to maintain a net asset value of \$1.00 per share, but for the reasons herein stated, there can be no assurance that the net asset value will not vary from \$1.00 per share. The net asset value per share of NYCLASS may be affected by general changes in interest rates resulting in increases or decreases in the value of the securities held by the fund. The market value of such securities will vary inversely to changes in prevailing interest rates. Thus, if interest rates have increased from the time a security was purchased, such security, if sold, might be sold at a price less than its cost. Similarly, if interest rates have declined from the time a security was purchased, such security, if sold, might be sold at a price greater than its cost. If a security is held to maturity, no loss or gain



is normally realized as a result of these fluctuations. Net investment income is declared and distributed daily via a daily dividend factor that is determined by dividing net investment income by joint value. The daily dividend factor is multiplied by the total dollars in each Participant's account to arrive at a dividend that is then added to the Participant's balance. The daily dividend factor is also used to calculate the daily interest rate which is the daily dividend factor multiplied by the number of days in the year. For convenience, the daily interest rate is summarized in Participants' monthly statements.\*

All expenses related to operating NYCLASS are encompassed in a single management fee that is deducted from portfolio earnings prior to the recording of daily investment results. The Governing Board has entered into an agreement with Public Trust Advisors, LLC, and effective July 1, 2018, Public Trust is paid a fee on a sliding scale. The maximum fee is 15 basis points on assets up to \$1 billion, 14 basis points on the next billion, and 12 basis points on assets over \$2 billion. Fees accrue daily and are paid monthly in arrears. Fees may be waived or abated at any time in the sole discretion of the Fund Administrator/Investment Advisor.

The Fund Administrator/Investment Advisor fees cover the following costs and expenses of NYCLASS operation:

- Custodian fees
- Third parties retained by the Administrator/Investment Advisor
- Investment Property and record keeping expenses
- Securities clearance transaction charges
- Outgoing wire charges of the Custodian
- Auditor and legal counsel charges

- Expenses related to all NYCLASS sales and marketing
- NYCLASS website and maintenance
- Valuation of the Investment Property
- Board of Trustee meeting charges
- The cost of obtaining a rating from a nationally recognized statistical rating organization

## Joining NYCLASS

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In order to join NYCLASS, Participants must approve the NYCLASS Agreement by a majority vote of their governing body. Once the Lead Participant has received and, through the Fund Administrator, processed the fully executed Municipal Cooperation Agreement and Authorizing Resolution, the Custodian will be notified, and participation can begin. A representative of the Fund Administrator will then inform the new Participant of the fund's contribution, withdrawal, and transfer procedures; establish the requisite accounts and bank wiring instructions; obtain authorized signatures; set up security arrangements; and answer any questions.

For additional information about the fund, please visit the NYCLASS website or contact us via phone at (855) 804-9980 or via email at [clientservices@newyorkclass.org](mailto:clientservices@newyorkclass.org).

Any Participant may withdraw from the Agreement at any time upon written notice to the Lead Participant and the Governing Board. This document is intended to provide general information about NYCLASS, a cooperative investment fund designed for New York public entities. The specific terms of the fund are fully defined by the terms of both the NYCLASS Municipal Cooperation Agreement and New York State General Municipal Law.

\*Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors, including credit quality, market price exposure, and management. Ratings are subject to change and do not remove market risk. [Click here](#) for more information. Registration with the SEC does not imply a certain level of skill or training. External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.

08/21 Managed by Public Trust Advisors, LLC

## Contact Information

NYCLASS  
2529 Route 52, Suite 202  
Hopewell Junction, NY 12533  
(855) 804-9980  
[www.newyorkclass.org](http://www.newyorkclass.org)



## NYMIR Premium Summary

Policies and Coverage	Effective Date	Expiration Date	Premium
<b>Municipal Property and Liability Policy</b>	01/01/2023	01/01/2024	
Municipal Property			\$11,437.80
Boiler & Machinery			\$1,481.70
Municipal General Liability			\$35,762.10
Municipal Crime	01/01/2023	01/01/2024	\$6,660.50
Municipal Network Security Loss and Liability			\$0.00
Municipal Inland Marine	01/01/2023	01/01/2024	\$11,022.00
Municipal Automobile	01/01/2023	01/01/2024	\$18,227.00
Municipal Owners/Contractors Protective Liability			\$0.00
Municipal Public Official			\$31,004.60
Municipal Law Enforcement Liability			\$0.00
Healthcare General Liability			\$0.00
Healthcare Professional Liability - Occurrence			\$0.00
Healthcare Professional Liability - Claims Made			\$0.00
Municipal Excess Catastrophe Liability	01/01/2023	01/01/2024	\$7,661.50
<b>TOTAL NYMIR PREMIUM</b>			<b>\$123,257.20</b>
<b>Policy Fees</b>			
Fire Fee			\$65.41
NYS Boiler Inspection Fee			\$0.00
MV Enforcement Fee			\$320.00
<b>TOTAL SUBSCRIBER FEES</b>			<b>\$385.41</b>
<b>TOTAL SUBSCRIBER PREMIUM</b>			<b>\$123,257.20</b>
<b>TOTAL SUBSCRIBER PREMIUM + FEES</b>			<b>\$123,642.61</b>

THIS IS NOT AN INVOICE

# Thomas M. Carey Consulting Agreement

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This Consulting Agreement (the "Agreement") is entered into this 1<sup>st</sup> Day of January 2023 by and between Thomas M. Carey, an individual, ("Consultant") and the Town Of Beekman, in Dutchess County, New York (the "Client").

## RECITALS

WHEREAS, the Client would like to engage Consultant to perform financial and/or comptroller services; and

WHEREAS, Consultant has agreed to perform consulting work for the Client and other related activities as requested by the Client

NOW, THEREFORE, the parties hereby agree as follows:

**1. Consultant's Services.** Consultant shall be available and shall provide to the Client professional financial and/or comptroller consulting services ("Consulting services") on and off sight as described in the attached schedule Addendum A.

## 2. Consideration.

**A. RATE.** In consideration for the Consulting Services to be performed by Consultant under this Agreement, the Client will pay Consultant at the rate of \$108.00 per hour from January 1, 2023 to December 31, 2023 to be paid by Voucher Check. Consultant shall submit written, signed reports of the time spent on and off sight performing Consulting Services, itemizing in reasonable detail the dates on which services were performed, the number of hours spent on such dates and a brief description of the services rendered. The Client shall pay Consultant the amounts due pursuant to submitted reports within 30 days after such reports are received by the Client.

**B. EXPENSES.** Additionally, the Client will pay Consultant for all of the following expenses incurred while the Agreement between Consultant and the Client exists: (a) travel expenses to and from all work sites (including parking and tolls); (b) meal expenses; (c) administrative expenses; and (d) lodging Expenses if work demands overnight stays.

Consultant shall submit written documentation and receipts where available itemizing the dates on which expenses were incurred. The Client shall pay Consultant the amounts due pursuant to submitted reports within 30 days after a report is received by the Client.

**3. Independent Contractor.** Nothing herein shall be construed to create an employer-employee relationship between the Client and Consultant. Consultant is an independent

contractor and not an employee of the Client or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the Client will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold herself out as an employee of the Client.

#### **4. Confidentiality.**

*4.1 Confidential Information.* Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that information could reasonably be expected to cause harm to the Client.

*4.2 Non-Disclosure Requirement.* The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information, which the Consultant has obtained, except as authorized by the Client or as required by law. The obligation of confidentiality will apply during the term of this Agreement and will end on the termination of this Agreement except in the case of any Confidential Information, which is a trade secret in which case those obligations will last indefinitely.

*4.3 Format of Confidential Information.* All Confidential Information disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

**5. Term.** This Agreement will begin on the date of this Agreement and will remain in full force and effect until December 31, 2023, subject to earlier termination as provided in the Agreement. The term of this Agreement may be extended by written consent of the parties. In the event that either party wishes to terminate this Agreement prior to December 31, 2023, that party will be required to provide thirty (30) days written notice to the other party.

**6. Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States, or international mail properly addressed to the appropriate party at the address set forth below:

1. Notices to Consultant: Thomas M. Carey, 19989 Sandy Bottom Circle, Unit 3706, Rehoboth Beach, Delaware, 19971

2. Notices to the Client: Town Of Beekman, 4 Main St. Poughquaq, N. Y. 12570

**7. Miscellaneous.**

*7.1 Entire Agreement and Amendments.* This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

*7.2 Binding Effect, Assignment.* This Agreement shall be binding upon and shall inure to the benefit of Consultant and the Client and to the Client's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Client.

*7.3 Governing Law, Severability.* This Agreement shall be governed by the laws of the State of New York, without regard for choice of law principles. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

*7.4 Modification of Agreement.* Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative for each party.

*7.5 Waiver.* The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

WHEREFORE, the parties have executed this Agreement as of the date first written above.

[CLIENT:]

TOWN OF BEEKMAN

Mary B. Covucci 1-11-23

By: Mary B. Covucci, Supervisor

[CONSULTANT:]

Thomas M. Carey 1/13-23

By: Thomas M. Carey

**Marshall & Sterling, Inc.**

110 Main Street  
Poughkeepsie, NY 12601

Town of Beekman  
4 Main St  
Poughquag, NY 12570

**INVOICE**

Customer	Town of Beekman
Acct #	30326
Date	12/29/2022
Customer Service	Dave Horton II June Bo
Page	1 of 1

Payment Information	
Invoice Summary	\$ 9,433.50
Payment Amount	
Payment for	Invoice#2281863 MCATBEK001

Thank You

Please detach and return with payment

Customer: Town of Beekman

Invoice	Effective	Transaction	Description	Amount
2281863	01/01/2023	Renew policy	Policy #MCATBEK001 01/01/2023-01/01/2024 NYMIR Business Auto - Renew policy NY MV Fee - Renew policy Due Date: 1/1/2023	9,113.50 320.00
				<b>Total</b>
				\$ 9,433.50

Thank You

*Invoice due upon receipt. Your prompt payment is appreciated.*

*To pay online, please visit [marshallsterling.com](http://marshallsterling.com) and click the pay online button in the top right corner of the page.  
Thank you!*

**Marshall & Sterling, Inc.**  
110 Main Street  
Poughkeepsie, NY 12601

(845)454-0800

[csr24bond@marshallsterling.com](mailto:csr24bond@marshallsterling.com)

Date

12/29/2022

**Marshall & Sterling, Inc.**

110 Main Street  
Poughkeepsie, NY 12601

Town of Beekman  
4 Main St  
Poughquag, NY 12570

**INVOICE**

Customer:	Town of Beekman
Acct #:	30326
Date:	12/29/2022
Customer Service:	Dave Horton II June Bo
Page:	1 of 1

Payment Information	
Invoice Summary:	\$ 3,830.75
Payment Amount:	
Payment for:	Invoice#2281927
MECTBEK001	

Thank You

Please detach and return with payment



Customer: Town of Beekman

Invoice	Effective	Transaction	Description	Amount
2281927	01/01/2023	Renew policy	Policy #MECTBEK001 01/01/2023-01/01/2024 NYMIR Umbrella - Renew policy Due Date: 1/1/2023	3,830.75

<b>Total</b>	\$ 3,830.75
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Thank You

Invoice due upon receipt. Your prompt payment is appreciated.

To pay online, please visit [marshallsterling.com](http://marshallsterling.com) and click the pay online button in the top right corner of the page.  
Thank you!

Marshall & Sterling, Inc.  
110 Main Street  
Poughkeepsie, NY 12601

(845)454-0800

csr24bond@marshallsterling.com

Date

12/29/2022



# INVOICE

**Marshall & Sterling, Inc.**

110 Main Street  
Poughkeepsie, NY 12601

<b>Customer</b>	Town of Beekman
<b>Acct #</b>	30326
<b>Date</b>	12/29/2022
<b>Customer Service</b>	Dave Horton II June Bo
<b>Page</b>	1 of 1

Town of Beekman  
4 Main St  
Poughquag, NY 12570

Payment Information	
<b>Invoice Summary</b>	\$ 27,671.05
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#2281964
MPLTBEK001	

Thank You

Please detach and return with payment



Customer: Town of Beekman

Invoice	Effective	Transaction	Description	Amount
2281964	01/01/2023	Renew policy	Policy #MPLTBEK001 01/01/2023-01/01/2024 NYMIR Package - Renew policy Due Date: 1/1/2023	27,671.05

<b>Total</b>
\$ 27,671.05

Thank You

*Invoice due upon receipt. Your prompt payment is appreciated.*

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Thank you!*

Marshall & Sterling, Inc. 110 Main Street Poughkeepsie, NY 12601	(845)454-0800  <a href="mailto:csr24bond@marshallsterling.com">csr24bond@marshallsterling.com</a>	<b>Date</b>
		12/29/2022

**Marshall & Sterling, Inc.**

110 Main Street  
Poughkeepsie, NY 12601

Town of Beekman  
4 Main St  
Poughquag, NY 12570

**INVOICE**

Customer	Town of Beekman
Acct #	30326
Date	12/29/2022
Customer Service	Dave Horton II June Bo
Page	1 of 1

Payment Information	
Invoice Summary	\$ 8,000.00
Payment Amount	
Payment for	Invoice#2281959
SERVICE FEE	

Thank You

Please detach and return with payment



Customer: Town of Beekman

Invoice	Effective	Transaction	Description	Amount
2281959	01/01/2023	Renew policy	Policy #SERVICE FEE 01/01/2023-01/01/2024 Marshall & Sterling Administrative Services/Self-Funded - C - Renew policy Due Date: 1/1/2023	8,000.00

<b>Total:</b>	\$ 8,000.00
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Thank You

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Thank you!*

**Marshall & Sterling, Inc.**  
110 Main Street  
Poughkeepsie, NY 12601

(845)454-0800

[csr24bond@marshallsterling.com](mailto:csr24bond@marshallsterling.com)

Date

12/29/2022

**Marshall & Sterling, Inc.**

110 Main Street  
Poughkeepsie, NY 12601

Town of Beekman  
4 Main St  
Poughquag, NY 12570

**INVOICE**

Customer	Town of Beekman
Acct.#	30326
Date	12/29/2022
Customer Service	Dave Horton II June Bo
Page	1 of 1

Payment Information	
Invoice Summary	\$ 5,511.00
Payment Amount	
Payment for	Invoice#2281968 MIMTBEK001

Thank You

Please detach and return with payment



Customer: Town of Beekman

Invoice	Effective	Transaction	Description	Amount
2281968	01/01/2023	Renew policy	Policy #MIMTBEK001 01/01/2023-01/01/2024 NYMIR Inland Marine - Renew policy Due Date: 1/1/2023	5,511.00

<b>Total</b>	\$ 5,511.00
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Thank You

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Thank you!*

Marshall & Sterling, Inc. 110 Main Street Poughkeepsie, NY 12601	(845)454-0800 csr24bond@marshallsterling.com	Date 12/29/2022
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**Marshall & Sterling, Inc.**

110 Main Street  
Poughkeepsie, NY 12601

Town of Beekman  
4 Main St  
Poughquag, NY 12570

**INVOICE**

Customer	Town of Beekman
Acct #	30326
Date	12/29/2022
Customer Service	Dave Horton II June Bo
Page	1 of 1

Payment Information	
Invoice Summary	\$ 15,502.30
Payment Amount	
Payment for:	Invoice#2281965
MPOTBEK001	

Thank You

Please detach and return with payment



Customer: Town of Beekman

Invoice	Effective	Transaction	Description	Amount
2281965	01/01/2023	Renew policy	Policy #MPOTBEK001 01/01/2023-01/01/2024 NYMIR General Liability - Renew policy Due Date: 1/1/2023	15,502.30

<b>Total:</b>	\$ 15,502.30
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Thank You

*Invoice due upon receipt. Your prompt payment is appreciated.*

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Date

12/29/2022



**DutchessDelivery**

*...Keeping you informed*

William F.X. O'Neil, County Executive

**Dutchess County Veterans Services has Moved!**

*Dutchess County, New York sent this bulletin at 01/09/2023 04:57 PM EST*

**Dutchess County Veterans Services has Moved!**  
*New location in Pleasant Valley creates veterans "one stop"*

The Dutchess County Division of Veterans Services has relocated its offices to 1335 Route 44, Suite #2 in Pleasant Valley. The new location also houses Mental Health America Dutchess Veterans Services, Hudson Valley Veterans Alliance, and the Veterans Sportsman Alliance, creating a "one-stop" for veterans to receive support and help including housing, peer-to-peer counseling, and other support services.

Dutchess County Veterans Services offers assistance in filing claims and making referrals for multiple forms of state and federal benefits available, as well as help with discharge papers, medal replacement, and much more. Phone numbers and email contacts remain the same.

Veterans and families are encouraged to call 845-486-2060 or stop by the office to obtain information and services. For more information visit [dutchessny.gov/veterans](http://dutchessny.gov/veterans).



**Dutchess County Veterans Services Has Moved**

**New Location: 1335 Route 44, Suite #2, Pleasant Valley**