

TOWN OF BEEKMAN TOWN BOARD
Minutes for Tuesday January 24, 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 7:01PM. The following members were present: Supervisor Mary Covucci, Councilman Stiegler, Councilman Battaglini, Councilman Lemak and Councilwoman Sharon Wohrman.

Also present were the Town Clerk – Laureen Abbatantuono

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

Supervisor Covucci welcomed the **Beekman Recreation Director Dani Plastini** to present her 2023 Beekman Recreation events as well as presenting a recap of the 2022 events. The presentation can be viewed by going to beekmanny.myrec.com. Supervisor Covucci thanked Dani for her presentation.

Town Clerk Laureen Abbatantuono, gave a Town Clerk report for year ending 2022. (see attached)

Public Comments on Agenda items and Resolutions: Leonard Jerram 112 Beyer Drive, thanked the Rec Director for her presentation. Resolution No.2, Town Historian Patricia Goewey and offered to help her if needed.

Resolutions were read by the Town Board members

Other Town Board Business: Supervisor Covucci, The New York State Department of Public Service (DPS) and Consumer Advocate are seeking public comment regarding alleged billing, meter reading, and customer service issues affecting customers of New York State Electric and Gas Corporation (NYSEG) and Rochester Gas and Electric Corporation (RG&E). NYSEG and RG&E (collectively, the Companies) serve customers in 46 counties in upstate and western New York. To ensure full public participation, the Public Service Commission will hold virtual public forums on **January 31, 2023**, and in-person forums on **February 1, 7, and 8, 2023** to solicit input and comments from your community regarding the issues. Any person wishing to provide a comment at the virtual forum must pre-register electronically or call 1-800-342-3330 to register by phone. Speakers will be called in the order in which they registered. Any participant not able to log in to the forums electronically may participate by phone.

Supervisor Covucci Next Regular Town Board Meeting: Tuesday, February 14th, 2023 at 7:00 PM

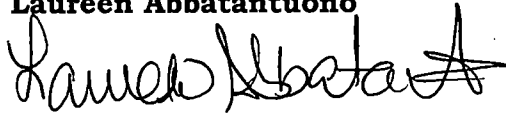
Public Comments: Leonard Jerram, 112 Beyer Drive wished those in our community a Happy Chinese New Year and encourages residents to show up to Town Board meetings. Also mentioned that he will be on the Honor Flight this April and encourages other Veterans to apply by going to honorflight.com.

Written Comments: NONE

Supervisor Covucci made a motion at 7:39PM to go into Executive Session, seconded by Councilman Stiegler. The Town Board came back from Executive session at 7:56PM, NO ACTION WILL BE TAKEN AT THIS TIME. Supervisor Covucci made a motion to Adjourn the meeting at 7:57PM, seconded by Councilman Stiegler.

**Respectfully Submitted by Town Clerk
Laureen Abbatantuono
25th January, 2023**

Laureen Abbatantuono

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

**BEEKMAN TOWN BOARD
TOWN BOARD MEETING AGENDA
JANUARY 24, 2023**

7:00 PM

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

REPORT

- Beekman Rec Director – Dani Plastini

REORGANIZATION TOWN BOARD MEETING

- Supervisor Comments
- Public comment on Agenda Items and Resolutions

RESOLUTIONS

1. Approval of January 10, 2023 Minutes
 2. Reappoint Patty Goewey as Town Historian for 2023
 3. Approve Fees for the Beekman Recreation for the year 2023
 4. Approve the Contract with H.A. Schreck for 2023
 5. Renew the Contract with Hudson Land Design for 2023
 6. Set Public Hearing for Local Law #1 of 2023 re Property Tax Exemption for Volunteer Firefighters and Ambulance Workers
 7. Approval of Pay App #3 for the Town Hall Roof Project
 8. Approval of Payment of Claims
- Other Town Board Business
 - General Board Comments
 - **Next Regular Town Board Meeting: Tuesday, February 14, 2023 at 7:00 PM**

ADOURN

***AGENDA SUBJECT TO CHANGE**

RESOLUTIONS WERE NOT AVAILABLE AT TIME OF PUBLICATION

RESOLUTION 01:24:23-1
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the January 10, 2023 Town Board Meeting to all members of the Beekman Town Board; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the minutes of the January 10, 2023 Town Board Meeting.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 24, 2023

RESOLUTION NO. 01:24:23-2
RE: ACKNOWLEDGEMENT OF APPOINTMENT FOR THE YEAR 2023

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

- Reappoint Patricia Goewey as Town Historian, 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: 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 24, 2023

RESOLUTION 01:24:23-3
RE: APPROVE BEEKMAN REC PARK FEE SCHEDULE FOR 2023

WHEREAS, the Recreation Director has proposed the attached fee schedule for the 2023 season; and recommends its adoption by the Town Board; and

WHEREAS, the Town Board has itself reviewed the fee schedule, and finds it to be in order;

NOW, THEREFORE, BE IT RESOLVED, that the Beekman Town Board hereby adopts the 2023 Recreation fees proposed by the Recreation Director as attached hereto.

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 24, 2023

RESOLUTION NO. 01:24:23-4
RE: APPROVE RENEWAL OF CONTRACT WITH H.A. SCHRECK INC.

WHEREAS, H.A. Schreck Inc. currently provides a Service Contract for the generators for the Dover Ridge Sewer Plant, Lift Station and Water Plant;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to sign the attached contract for the year 2023 beginning in February 2023 thru February 2024.

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 24, 2023

RESOLUTION 01:24:23-5
RE: APPOINTMENT OF ENGINEER TO THE TOWN OF BEEKMAN FOR THE YEAR
2023

WHEREAS, the Town of Beekman is presented with important issues respecting future development and long-range planning requiring comprehensive analysis and coordination, now therefore be it

RESOLVED, that the firm of Hudson Land Design, Civil & Environmental Engineering Consultants, 174 Main Street, Beacon, NY, represented by Daniel Koehler, P.E., be retained on a contractual basis to provide Engineering, Planning, and Zoning services to the Town of Beekman for all matters; and

BE IT FURTHER RESOLVED, that Hudson Land Design will also provide administrative services for the Town's Building, Planning, and Zoning Department; and

BE IT FURTHER RESOLVED, that the Town Board hereby continues to retain Hudson Land Design, represented by Daniel Koehler, P.E., as attached hereto through December 31, 2025.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 24, 2023

RESOLUTION 01:24:23-6

**RE: RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BEEKMAN
INTRODUCING A LOCAL LAW TO AMEND CHAPTER 135 OF THE TOWN CODE
CONCERNING PROPERT TAX EXCEPTION FOR VOLUNTEER FIREFIGHTERS AND
AMBULANCE WORKERS**

WHEREAS, the Town Board of the Town of Beekman is considering the adoption of Local Law No. 1 (Proposed) of 2023 which would amend the Chapter 135 of the Town Code of the Town of Beekman enacting a Property Tax Exemption for Volunteer Firefighters and Ambulance Workers Pursuant to Section 466-a of the Real Property tax Law (the "Proposed Action"); and

WHEREAS, for the purposes of the New York State Environmental Quality Review Act (SEQRA), the Proposed Action is as defined above; and

WHEREAS, the Town Board has determined that the Proposed Action is a Type II action pursuant to Article 8 of the Environmental Conservation Law, Part 617 NYCRR (commonly known as "SEQRA"), specifically 6 NYCRR § 617-5(c)(26) (agency administration and management), requiring no further environmental review,

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby introduces for consideration of its adoption Local Law No. 1 (Proposed) of 2023 entitled "A LOCAL LAW TO AMEND SECTION 135 OF THE CODE OF THE TOWN OF BEEKMAN ENACTING A PROPERTY TAX EXEMPTION FOR VOLUNTEER FIREFIGHTERS AND AMBULANCE WORKERS PURSUANT TO SECTION 466-A OF THE REAL PROPERTY TAX LAW" in the form annexed hereto; and

BE IT FURTHER RESOLVED, that copies of the aforesaid proposed Local Law be laid upon the desk of each member of the Board; and

BE IT FURTHER RESOLVED, that the Town Board shall hold a public hearing on said proposed Local Law at Town Hall, 4 Main Street, Beekman, New York, at 7:00 o'clock P.M., on February 14, 2023; and

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes and directs the Town Clerk to act as follows with respect to the proposed Local Law:

1. To post, and to publish or cause to be published a public notice in the official newspaper of the Town of Beekman of said public hearing at least ten (10) days prior thereto;
2. To serve a copy of this Resolution, the annexed proposed Local Law, and the Public Hearing Notice to the municipal clerk of each abutting municipality not less than ten (10) days prior to said public hearing;

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: January 24, 2023

RESOLUTION NO. 01:24:23-7

RE: APPROVING PAY APP # 3 FROM BARONE CONSTRUCTION GROUP, INC.

WHEREAS, the Town of Beekman is a party to a contract dated November 9, 2021 with Barone Construction Group, Inc., (the "Contractor") for the project known as "the Town Hall Roof Improvement Project"; and

WHEREAS, the Contractor has submitted an Application and Certification for Payment (#3) dated January 5, 2023, for final payment in the amount of \$204,000.00 less payments #1 and #2 (\$177,650.00) for a total of the amount of \$26,350.00 (see attached); and

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

WHEREAS, although not intimately involved in the project, in the absence of the previous consultant that was administering the project (MAAD Architects), 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 Barone Construction Group, Inc. in the amount of \$26, 350.00 in order to satisfy Application and Certification #3. The warranty period per the bid documents and the contract will commence upon final payment,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor of the Town of Beekman to make payment to Barone Construction, Inc., as requested in Application and Certification for Payment #3 in the amount NOT TO EXCEED \$26,350.00.

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 24, 2023

RESOLUTION NO. 01:24:23-8
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	\$ 28,875.03
Claims to be paid from the DA-Highway Fund	\$ 72,857.53
Claims to be paid from the SS – Dover Ridge Sewer	\$ 3,931.34
Claims to be paid from the SW – Dover Ridge Water	\$ 901.08
Claims to be paid from the T-Trust & Agency Fund	\$ 7,715.73
Claims to be paid from the H-Capital Fund	\$ 29,713.50
	<u>\$143,994.21</u>

1/5/2023 Payroll #1

General Fund	\$ 32,417.06
Highway Fund	<u>\$ 21,220.68</u>
	<u>\$53,637.74</u>

1/19/2023 Payroll #2

General Fund	\$ 41,086.04
Highway Fund	<u>\$ 23,298.62</u>
	<u>\$ 64,384.66</u>

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 24, 2023



TOWN OF
BEEKMAN
New York

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

January 25, 2023

TO: Town of Pawling
Town of Unionvale
Town of Lagrange
Town of East Fishkill
Town of Dover

FROM: Lauren Abbatantuono, Town Clerk

DATE: January 25th, 2023

**RE: February 14th, 2023 Public Hearing on Proposed Local Law No. 1 of 2023
"INTRODUCING A LOCAL LAW TO AMEND CHAPTER 135 OF THE TOWN CODE CONCERNING
PROPERTY TAX EXCEPTION FOR VOLUNTEER FIREFIGHTERS AND AMBULANCE WORKERS"**

Enclosed please find a copy of the February 14th public hearing notice and the proposed local law.

Thank you,



TOWN OF
BEEKMAN
New York

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

**TOWN OF BEEKMAN
LEGAL NOTICE**

**NOTICE OF PUBLIC HEARING: RESOLUTION 01:24:23-6
RE: RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BEEKMAN
INTRODUCING A LOCAL LAW TO AMEND CHAPTER 135 OF THE TOWN
CODE CONCERNING PROPERT TAX EXCEPTION FOR VOLUNTEER
FIREFIGHTERS AND AMBULANCE WORKERS**

*LEGAL NOTICE IS HEREBY GIVEN that pursuant to 239 of the Town Law, the Beekman Town Board will hold a Public Hearing on **Tuesday February 14th, 2023 at 7:00pm at the Beekman Town Hall, 4 Main Street, Poughquag,** PURPOSE of the Hearing is to "**INTRODUCE A LOCAL LAW TO AMEND CHAPTER 135 OF THE TOWN CODE CONCERNING PROPERTY TAX EXCEPTION FOR VOLUNTEER FIREFIGHTERS AND AMBULANCE WORKERS**", and it hereby is introduced before the Town Board of the Town of Beekman in the county of Dutchess and State of New York;*

Dated: January 25th, 2023

*By Order of the Town Board of the Town of
Beekman Town Clerk, Lauren Abbatantuono*

RESOLUTION 01:24:23-6

**RE: RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BEEKMAN
INTRODUCING A LOCAL LAW TO AMEND CHAPTER 135 OF THE TOWN CODE
CONCERNING PROPERT TAX EXCEPTION FOR VOLUNTEER FIREFIGHTERS AND
AMBULANCE WORKERS**

WHEREAS, the Town Board of the Town of Beekman is considering the adoption of Local Law No. 1 (Proposed) of 2023 which would amend the Chapter 135 of the Town Code of the Town of Beekman enacting a Property Tax Exemption for Volunteer Firefighters and Ambulance Workers Pursuant to Section 466-a of the Real Property tax Law (the "Proposed Action"); and

WHEREAS, for the purposes of the New York State Environmental Quality Review Act (SEQRA), the Proposed Action is as defined above; and

WHEREAS, the Town Board has determined that the Proposed Action is a Type II action pursuant to Article 8 of the Environmental Conservation Law, Part 617 NYCRR (commonly known as "SEQRA"), specifically 6 NYCRR § 617-5(c)(26) (agency administration and management), requiring no further environmental review,

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby introduces for consideration of its adoption Local Law No. 1 (Proposed) of 2023 entitled "A LOCAL LAW TO AMEND SECTION 135 OF THE CODE OF THE TOWN OF BEEKMAN ENACTING A PROPERTY TAX EXEMPTION FOR VOLUNTEER FIREFIGHTERS AND AMBULANCE WORKERS PURSUANT TO SECTION 466-A OF THE REAL PROPERTY TAX LAW" in the form annexed hereto; and

BE IT FURTHER RESOLVED, that copies of the aforesaid proposed Local Law be laid upon the desk of each member of the Board; and

BE IT FURTHER RESOLVED, that the Town Board shall hold a public hearing on said proposed Local Law at Town Hall, 4 Main Street, Beekman, New York, at 7:00 o'clock P.M., on February 14, 2023; and

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes and directs the Town Clerk to act as follows with respect to the proposed Local Law:

1. To post, and to publish or cause to be published a public notice in the official newspaper of the Town of Beekman of said public hearing at least ten (10) days prior thereto;
2. To serve a copy of this Resolution, the annexed proposed Local Law, and the Public Hearing Notice to the municipal clerk of each abutting municipality not less than ten (10) days prior to said public hearing;
3. To refer a copy of said Local Law to the Planning Board of the Town of Beekman; and
4. To provide a copy of this resolution, said Local Law and the Public Hearing Notice to the Dutchess County Department of Planning and Development for their advisory review and comment in accordance with Section 239 of the New York State General Municipal Law.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: January 24, 2023

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

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

Ad No.: 0005572418
Pymt Method Credit Card
Net Amount \$43.09
Run Times: 1
Run Dates: 01/30/23

Text of Ad:

NOTICE OF PUBLIC HEARING: RESOLUTION 01:24:23-6

LEGAL NOTICE IS HEREBY GIVEN that pursuant to 239 of the Town Law, the Beekman Town Board will hold a Public Hearing on Tuesday February 14th, 2023 at 7:00pm at the Beekman Town Hall, 4 Main Street, Poughquag, PURPOSE of the Hearing is to "INTRODUCE A LOCAL LAW TO AMEND CHAPTER 135 OF THE TOWN CODE CONCERNING PROPERTY TAX EXCEPTION FOR VOLUNTEER FIREFIGHTERS AND AMBULANCE WORKERS", and it hereby is introduced before the Town Board of the Town of Beekman in the county of Dutchess and State of New York;

BY ORDER OF THE TOWN BOARD
TOWN OF BEEKMAN
LAUREEN ABBATANTUONO
TOWN CLERK
Dated: 30 January, 2023 0005572418

Laureen Abbatantuono

From: Laureen Abbatantuono
Sent: Wednesday, January 25, 2023 10:09 AM
To: pjlegals@gannett.com
Subject: NOTICE OF PUBLIC HEARING: RESOLUTION 01:24:23-6 Town of Beekman Volunteer Firefighters and Ambulance workers

Good morning, please publish the following notice, one time only, Monday, January 30th, 2023. Please email confirmation of ad, cost and affidavit at your convenience. Thank you!

NOTICE OF PUBLIC HEARING: RESOLUTION 01:24:23-6

LEGAL NOTICE IS HEREBY GIVEN that pursuant to 239 of the Town Law, the Beekman Town Board will hold a Public Hearing on Tuesday February 14th, 2023 at 7:00pm at the Beekman Town Hall, 4 Main Street, Poughquag, PURPOSE of the Hearing is to "INTRODUCE A LOCAL LAW TO AMEND CHAPTER 135 OF THE TOWN CODE CONCERNING PROPERTY TAX EXCEPTION FOR VOLUNTEER FIREFIGHTERS AND AMBULANCE WORKERS", and it hereby is introduced before the Town Board of the Town of Beekman in the county of Dutchess and State of New York;

BY ORDER OF THE TOWN BOARD
TOWN OF BEEKMAN
LAUREEN ABBATANTUONO
TOWN CLERK
Dated: 30 January, 2023

Warmest Regards,

Laureen Abbatantuono
Beekman Town Clerk/Tax Receiver
4 Main Street
Poughquag, NY 12570
845-724-5300 Ext 221



Beekman Recreation and Parks Proposed 2023 Fees

	Member	Resident ^{*12}	Non-Resident ^{*9}
Family^{*4*10*8} Waterfront Membership	DNA	\$150	\$525
Individual Waterfront Membership^{*10} Must be 13 or older	DNA	\$85	\$280
Season UNNAMED Guest Pass^{*10} (Be affiliated with a Family Membership)	DNA	\$85	\$225/season
Beach Guest Passes^{*13} (for non-members who come with a member)	DNA	\$8/day w/ member 4 and under free ^{*16}	\$8/day w/ member 4 and under free ^{*16}
Beach Day Pass (for non-members who come without a member)	DNA	\$10 4 and under free ^{*16}	\$15 Ages 0-100 charged
Group Swim Lessons^{*5*6} ½ hour long, 5days/wk/2wks	\$50 ^{*3}	\$60	\$90
Private Swim Lessons^{*7} ½ hour, one time ^{*7}	\$40	\$50	\$60
Swim Team^{*5*6}	\$50	\$60	\$75
Mini Golf^{*15}	\$2	\$3	\$5
Weekday Evening Parties^{*18}	\$50	\$75	\$100
Full-Day Day Camp two week sessions^{*5*11*19} 9am - 4pm		\$360	\$475
LIT^{*5*11*19}		\$300	\$400
CIT^{*5*11*19}		\$250	\$350
RI^{*11*19} Not to be offered in 2022		\$200	\$300
Camp After-Care 4pm-5:30pm		\$70 Session/ \$10/day	\$100 Session /\$15/day
Family Fun Campfire Nights^{*2}		Free	\$5
Dance Night		Free	\$5
Family Events (Seasonal) Egg Hunt, , Fall Festival, & Snowflake Spectacular ^{*2}		Free	\$10 in advance, \$15/each
Friday Night Youth Programs (sporadic)		\$10	\$15
Senior Exercise, and any other classes		Free	\$5/day new NR & NS \$3/day grandfathered NR & NS
Chair Yoga		Free	No NR or NS
Senior Trips		Cost of Venue	Additional \$15 new NR & \$20 NS \$10 grandfathered
Senior Center		Free	\$3 per visit pre-registered NR & NS \$1 grandfathered NR & NS
Senior Picnic		Free	\$10 for NR & NS and \$5 for grandfathered
Tennis/Pickle Ball Court Membership		Free	Not permitted
Intertown Coed Adult Beach Volleyball		\$30	\$30
Ladies Night Out Crafts		Charge to cover costs	Add \$5
Ski Club Membership		\$30	\$40
Dog Park Membership		\$50	\$100
Park Peddler's Permit		\$250	\$250
Beekman Biking Buddies Membership		Free	Not permitted
Any Additional New programs/trips		Fee to be set up to cover direct costs with a min. # of participants	

- *1: Resident Individual Seniors 62 & older, resident youth 4 & under, resident Active Military Personnel and immediate families get free waterfront membership. Non-resident youth are the same price as non-residents.
- *2: Non-Resident Town of Beekman employees, and current year Beekman Rec Program Registrants shall be treated as residents for the purpose of obtaining free wristbands for themselves and their guests for the listed events.
- *3: Level 1 Swim class fee will be waived for resident members
- *4: Town Board appointed committee members and their immediate families receive half-price memberships. Beekman Volunteer Fire Company members, whose names appear on the active members list, and their immediate families will receive complimentary Family Waterfront Membership.
- *5. Multiple Child: 1st & 2nd child full price; 10% off for each child after the first two children in the family if they are all registering for the same program, session, and length of time.
- *6. In the event of inclement weather, if the beach closes, swim team and lessons will be cancelled; there are no refunds due to inclement weather.
- *7. Private lessons will be rescheduled for inclement weather as determined by Rec staff.
- *8. Full Time Town employees get free Family Waterfront Membership. (Immediate Family* Only)/Part-time/Seasonal Employee receive Free Individual Waterfront Membership
- *9. Non-resident Town employees get individual Resident rates.
- *10. Fees drop to ½ price on August 15 each year.
- *11. Late pick-up fee of \$1/minute after 2 10 minute grace periods.
- *12. Annual proof of residency must be shown in the form of a photo ID and a utility bill
- *13. Beach members can bring Military Families as guests, at no charge. The family member must present a Military ID.
- *14. Limited to a family group of 4. Each additional person is \$60; non-resident youth are the same price as adult non-residents.
- *15. Group rate for renters of the Community Center, Pavilion or Beach is \$1.50/person
- *16. Limited to no more than 3 free youth 4 & under, per resident adult.
- *18. Capped at 25 participants, Two (2) hour timeframe
- *19. Must have current year Camp Membership **PRIOR** to registering for camp

* "Family" is a household account and may contain up to 2 adults and their unmarried children under 24 years of age living permanently in the residence

Event Vendor Fees

Booth/Vendor Spaces

- \$30 for a non-food 17x17 outdoor space
- \$0 for a Food Truck at events
- Non-profits: free

Advertising** Opportunities

Egg Hunt, Fall Festival, & Snowflake Sponsors	
\$1,000	Headline Sponsor on flyers and other marketing materials; and on related Rec event web page Free outdoor booth spot of any kind
\$500	Listed on related Rec event web page Free booth spot of any kind
\$250	Listed on related Rec event web page Free non-food booth spot
\$100	Listed on related Rec event web page
\$50	Listed on Rec event web page

*Headline Sponsor = Business is listed in Headline. Example: Beekman Egg Hunt Sponsored by: _____

Park Advertising on "Rules" Entrance Sign	
\$1,500/year	Banner on Rec Park Main Entrance Sign
\$1,000/year	Banner on Rec Park Rec 3 Lot Sign
\$1,000/year	Banner on TCP Sign
\$1,000/year	Banner on Doherty Park Sign

**All Advertising is at the discretion of the Town Board

Program Refunds:

- All cancellation/refund requests must be in writing
- A prorated refund minus a \$15 Cancellation fee will be applied if a replacement can be found
- A Doctor's note is required prior to the end of the program for requests related to illness or accident
- A full refund will be given for any program cancelled by the Recreation Department due to lack of enrollment.
- No refunds are made due to acts of God/weather if the Town has already incurred expenses
- Pro-rated refunds will be made for dismissal from a program due to behavioral issues

Weather Related Cancellations:

All program and event cancellations are kept current on the Recreation Department website. Many of our programs follow the Arlington Central School District calendar. This includes weather related delays and cancellations.

Facility Fees

1. Fees for Fields:

	BYSC & BAC	Adult Leagues over 18
Fields*** for Games	\$4,000	\$80 Per game
Fields*** with lights**	*Rec 1 Usage*	\$150 Per Game
Tennis Courts	No Charge	\$50/hour
Basketball Courts	No Charge	\$50/hour

- Batting Cage usage is included in the Field Rental Fee at the time of rental except for TCP 1
- For hourly season uses:
 - 50% of the estimated fees are due upon confirmation of the dates submitted
 - 25% of the balance is due halfway through the season
 - Final 25% is due within one week after end of season
- BAC/BYSC/BLSL/HVMSL ONLY tournament usage, a Tournament Application must be filed in the Recreation Office 2 months prior to the use, for review, pricing, and other expenses that may be charged to user groups. BAC/BYSC/BLSL/HVMSL
 - Will provide a \$250 CASH Security Deposit required within one week of event start date
 - Will provide the name and contact information of the Tournament Director who will be available prior to the tournament by phone during business hours, and will be on site during the tournament
 - Will provide the name and contact information of the volunteer in charge of garbage and may be asked to arrange and pay for dumpsters
 - Will provide the name and contact information for the volunteer in charge of maintaining bathroom cleanliness using the Checklist provided, and may be asked to arrange and pay for additional port-a-potties and have the existing ones cleaned during the tournament
 - Will provide the name and contact information of the volunteer responsible for organizing and overseeing parking
 - Will identify any food vendors and be responsible for obtaining, any Department of Health Temporary Food Service Permit as required by law
 - Will complete separate applications for any desired Building Uses
 - BAC/BYSC/BLSL/HVMSL will be charged for Town staff if additional staff is needed for a particular event to run smoothly
- BAC/BYSC/BLSL/HVMSL wishing to use a field that needs extra servicing in order to be playable will be charged for the costs of the applications added to the field including, but not limited to Speedy Dry.
- BAC/BYSC/BLSL/HVMSL will be fined for leaving litter at a rate of \$100/hour of clean-up
- BAC/BYSC/BLSL/HVMSL must have a COI on file in accordance with agreement

*** Rec 1 Usage* - 40 Games annually, each additional game \$25 per game**

*** Youth is defined as a child 18 or under who has not yet graduated High School**

**** BAC/BYSC/BLSL/HVMSL that leave the lights on overnight will be charged \$50/hour for all the hours after their reservation**

*****Baseball/Softball fields will be lined for games only, and only on weekdays and non-holidays: Staff will line on Friday for anything scheduled for the weekend, and the last weekday prior to a holiday for games scheduled on a holiday**

******Regarding BAC/BYSC serving Beekman youth at a rate of 75% or greater:**

- If Non-resident registration exceeds 25% then the group will no longer be seen as a predominantly Recreational Ball Youth Program and will be assessed an additional fee of \$25/non-resident. The Rec Office will send each Authorized Youth League a "Black-out" schedule as soon as the information is available and update it regularly.
- Games will take priority over practices.
- BAC/BYSC/BLSL/HVMSL will make up a season schedule around the Black-out dates, the designated representative shall participate in a meeting with the other Leagues to be scheduled in the Rec Office during business hours prior to:
 - March 1 for Spring Season through June
 - May 1 for Summer Season July through Labor Day
 - Aug. 1 for Fall Season Labor Day through close of fields
- BAC/BYSC/BLSL/HVMSL using fields must notify the Town of cancellation of any scheduled field use in keeping with the Cancellation policy as outlined here, or be charged \$30/use (game or practice):
 - For weekday uses, the Rec Dep't must be called at 227-5783 or email recdirector@townofbeekmanny.us
 - By 3pm the day prior for games scheduled 8am-2pm
 - By 11am for games scheduled 2:30pm to 9:30pm
 - For Weekend and holiday uses, the Rec Department must be called at 845-227-5783 by 11am on Friday or the day before the Holiday
- Town staff reserve the right to cancel games due to field conditions or unforeseen circumstances. BAC/BYSC/BLSL/HVMSL **only the head of each league will be notified of cancellations and they in turn must have a system to inform all players of the decision.**
- Once games have started, patched umpire/referee in charge and/or coaches will determine cancellations due to rain, storms or darkness.

Field Refunds

- In order to receive an account credit for cancelling weekday games, the Rec Dep't must be called at 227-5783 or email recdirector@townofbeekmanny.us:
 - By 3pm the day prior for games scheduled 8am-2pm
 - By 11am for games scheduled 2:30pm to 9:30pm
- In order to receive an account credit for cancelling weekend and holiday games, the Rec Department must be called at 845-227-5783 or emailed recdirector@townofbeekmanny.us
 - By 11am for games on Friday or the day before the Holiday
- Town staff reserve the right to cancel games due to field conditions or unforeseen circumstances
- BAC/BYSC/BLSL/HVMSL **only the head of each league will be notified of cancellations and they in turn must have a system to inform all players of the decision.**
- Once games have started, patched umpire/referee in charge and/or coaches will determine cancellations due to rain, storms or darkness
- No credit will be given for games that have started

2. Fees for the Community Center, Pavilions & Grounds:

a. Weekend Party Fees

	Hours	Town of Beekman Residents	Non-Residents
Community Center ^{*1*2*8}	10am - midnight	\$350 on Sat. \$350 on Sun	\$550 on Sat. \$550 on Sun
Rec Park Pavilion Parties ^{*2*3*8}	11 am - dusk	\$100	\$175
Rec Park Beach Parties ^{*2*3*4*8}	12 noon - dusk	\$25	\$75
TCP Pavilion ^{*3*8}	12 noon - dusk	\$125	\$200
TCP Indoor Service Counter ^{*3*6*7*8}	12 noon - dusk	\$75	\$150

- Fees must be paid in full 2 months prior to event, unless there is a second request for the date. In that case, the first requestor has 48 hours after the second request to pay in full.
- Local non-profits with 501(c) 3 status serving youth with at least 75% Beekman residency will be given ONE free weekend *day* per year when there are no paying customers. Subsequent uses will be at half-price.
- Local non-profit organizations serving adults with at least 75% Beekman residency, may rent the community center once per year at a 50% fee reduction. The date must be requested through the local head of organization and a refundable cash security deposit is required.
- **CASH** security deposits are due the week of the event when the renter comes in for the key
- Return of the security is dependent on items listed in part "G" and part "L"
- All Renters must have insurance documents on file in accordance with Part F.

*1: A \$500 **CASH** security deposit is required with an additional \$100 if there is outside entertainment (petting zoo, etc.) **ABSOLUTELY NO BOUNCE HOUSES**

*2: Swim packages: up to 25 swimmers, \$100; more \$200 (no more than 2x/summer)

*3: Returnable **CASH** security deposits:

- A \$100 security deposit is required of all users
- An additional \$100 for users who choose to take a bathroom key

*4: Beach parties have two tables and two hibachis reserved for them on the west side of the lake – all related swimming must be done on the Patron Beach

*6: If cooking, group needs DOH permit

*7: If not also renting the pavilion must only use outside window

*8: No alcohol in any outdoor space; it is only permitted in the Community Center and if alcohol will be furnished, served, or consumed the renter must adhere to the following:

- An additional security deposit of \$100 is due along with the security deposit required.
- If renter will furnish or serve alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Town of Beekman is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the Event.
- If Renter will contract with a caterer or third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insurance with combined single limit coverage of \$1,000,000 per occurrence and \$ 1,000,000 in the aggregate. Town and Renter shall both be named as additional insureds. Renter will furnish the Town with a certificate of such insurance prior to the Event.
- Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with prior written approval of the Town. The Town shall be named as an additional insured on the host liquor liability insurance.
- Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them alcohol.
- Renter acknowledges the Town does not condone the irresponsible use of alcoholic beverages. It shall

be the Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.

b. Instructor Weeknight Hourly Rental Fees

For usage Monday through Thursday for classes and under special circumstances early Saturday or Sunday mornings. Priority is for paying classes that serve Beekman Residents.

	If 75% or more of Participants are Beekman Residents	All others
Community Center Classes	\$25/hour	\$50/hour
Town Hall Meeting Room*	\$25/hour	\$50/hour
Rec Park Pavilion Classes	\$15/hour	\$25/hour
TCP Pavilion Classes	\$20/hour	\$35/hour
TCP Indoor Service Counter	\$10/hour	\$25/hour
Tennis Courts	\$20/hour	\$50/hour
Basketball Court	\$20/hour/court	\$50/hour/ct

- Fees and Agreement are due one week in advance of any planned sessions; fees received later than that date will be charged \$10/hour above the stated fees
 - Sessions should be synchronized according to the Rec Seasonal Schedule:
 - Fall: Sept - Dec
 - Winter: Jan - Mar 15
 - Spring: Mar 15 - May
 - Summer: June - Aug
 - For usage Monday through Thursday hourly rentals for classes
 - Under special circumstances rentals will be considered for early Saturday or Sunday mornings if the use does not interfere with party usage
 - Priority is for paying classes that serve Beekman Residents
 - Priority on Friday evenings is for Recreation Department programs and the space will not be rented or loaned out to other groups unless the Department is not planning a program
 - All Instructors must submit a CASH Security Deposit of 2 times the rent which will be held until sessions are over and key returned
 - Instructors must have a COI on file in accordance with Part F
- *Limited availability

Building Cancellations & Refunds: Community Center, Pavilions & Beach:

- No refunds will be made for cancellations 2 months or closer to the event, unless another renter is found. In that case, 25% of the fee will be retained for processing.
- Refund requests 2 months or more from the date of the event will be charged a \$15 cancellation fee.
- Any appeal to the refund policy, for extenuating circumstances, should be made in writing with documentation, to the Recreation Director

Town of Beekman
Facility Rental Agreement
(Beekman non-profit organization)



This Rental Agreement, dated _____, 20____ by and between the Town of Beekman and (The Organization+)

Organization Name _____ Website _____

Last Name _____ First Name _____ Date of Birth _____ Email _____

Home Phone _____ Cell Phone _____ Work Phone _____

1. **FACILITY.** The Town rents _____ to the organization for the event described below.
2. **PROGRAM** Organization will use the Facility for the following program:

3. **DATE and TERM.** The term of agreement will be from _____ until _____

4. **ANNUAL FEE** Organization will pay the Town an annual fee of \$_____ for the use of fields. *\$500 CASH Security deposit for bathroom keys. A penalty will be assessed if bathrooms are not locked. \$50 1st /\$75 2nd third offense will result in change of locks at organizations expense*

5. **OBLIGATIONS OF ORGANIZATION** will provide a schedule at start of season and update any changes to filed use within 24 hours of change. The Town has the right to close fields at their discretion, for safety reason or weather.

6. **OCCUPANCY.** Occupancy of the fields will be limited to players 18 years and younger and coaching staff

7. **SMOKING.** Smoking of cigarettes, cannabis or vaping is prohibited on all Town owned and operated properties

8. **INSURANCE.** Organization will procure and maintain at its sole cost and expense, comprehensive general liability in which the Town of Beekman, 4 Main St., Poughquag, NY 12570, is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Organization will furnish the Town with a certificate of insurance prior to start of contract. Pursuant to Section 57 of the Workers Compensation Law of the Town of Beekman is required to ensure that organizations/businesses applying for any permit, licenses or entering into a contract have appropriate workers' compensation insurance coverage prior to issuing those permits, licenses or entering into contracts. Organization will provide a Certificate of Insurance and a copy of the Insurance policy in its entirety.

9. **ALCOHOL** Is not permitted

10. **INDEMNIFICATION AND HOLD HARMLESS.** Organization agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Organization and its participants. Any additional users shall be required to sign a hold harmless and indemnification.

11. **ASSIGNMENT.** This Rental Agreement is not assignable to any other person or entity.

12. **CANCELLATION.** Organization shall conform to the cancellation policy set forth in the Policy & Procedure for the Use of Facilities which is attached hereto.

13. **RIGHT OF ENTRY AND TERMINATION.** The Town, its officers, agents, and employees shall have the right to enter the Facility at all times to confirm Organization's conformance to this Agreement. If the Town determines, in its sole judgment, that Organization has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Organization.
14. **CONFORMANCE WITH THE LAW.** Organization agrees to abide by and conduct its affairs in accordance with the Town of Beekman Policy and Procedures for Use of Facilities and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise Organization shall not engage in or allow any illegal activity to occur at the Facility.
15. **FIELD USAGE RULES:** *No music after 8:00pm, Field Lights must be turned off by 11:00pm*
16. **OUTSIDE ORGANIZATION:** used for training must be submitted to the Town Board prior to program commencing.

Staff will be employed by the Organization on Town property during the rental: ___yes ___no

The parties have executed this Agreement at Beekman, New York this _____ day of _____ '20.

TOWN OF BEEKMAN

Organization Representative

By: _____
(Duly authorized agent)

Signature

Street Address

Town State Zip

(Organization if applicable)

FOR OFFICE USE ONLY

_____ Additional Insurance provided	_____ Worker's Comp provided
-------------------------------------	------------------------------

	Deposit	Rent Payment 1	Rent Payment 2	Rent Payment 3	Rent Payment 4
Amount					
Payment					
Date					
Refund					

Security Returned:

Organization Signature

Town of Beekman
Facility Rental Agreement
(Resident, profit, and non-profit organization)



This Rental Agreement, dated _____, 20____ by and between the Town of Beekman and (the renter)

Last Name	First Name	Date of Birth	Email
Home Phone	Cell Phone	Work Phone	

1. **FACILITY.** The Town rents _____ to the Renter for the event described below.

2. **EVENT.** Renter will use the Facility for the following event:

3. **DATE and TERM.** The date of the Event will be _____ from _____ (a.m./p.m.) until _____ (a.m./p.m.) or for the following Rental Period(s):
Insert the date(s) and time when the Renter will be allowed to use the Facility:

List vendors we will contract with for the event: _____

4. **RENT.** Renter will pay the Town a rental fee of \$ _____ for the rental of the facility. Renter will also pay the Town a cash security deposit of \$ _____ as set forth in the Policy & Procedures for Use of Facilities attached hereto.

5. **OBLIGATIONS OF RENTER.** At the end of the rental term, Renter will return the Facility to a neat, orderly, and clean condition. Renter will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by Renter and/or Renter's guests. Renter shall follow all of the facility and general park rules as attached hereto and insure that his/her guest also follow the Policy & Procedure for Use of Facilities. If there is a conflict between the facility and general park rules attached hereto, this agreement shall be controlling and the attachment shall be deemed to merely supplement this agreement.

6. **OCCUPANCY.** Occupancy of the Facility will be limited to _____ persons.

7. **SMOKING.** Smoking is prohibited except for designated smoking areas.

8. **ADMISSION.** Renter shall not charge admission to any guests or persons on the premises, except in the case of non-profit organizations.

9. **INSURANCE.** Renter will procure and maintain at its sole cost and expense, comprehensive general liability in which the Town of Beekman, 4 Main St., Poughquag, NY 12570, is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the Event. Pursuant to Section 57 of the Workers Compensation Law of the Town of Beekman is required to ensure that organizations/businesses applying for any permit, licenses or entering into a contract have appropriate workers' compensation insurance coverage prior to issuing those permits, licenses or entering into contracts.

- 10. RETURN OF SECURITY DEPOSIT.** Following the event, the Town will inspect the facility to insure compliance with this agreement. If in the determination of the Town, the Renter is in compliance with the agreement, the cash security deposit collected pursuant to Paragraph "4" shall be returned. Renter shall be required to return the facility key, if any and sign an acknowledgement that the security deposit was returned. In the case where there is not compliance, the Town may deduct all or a portion of the security deposit necessary to cover the expense for the Renters non-compliance plus a 10% administrative fee. Town's remedy for noncompliance with this agreement shall not be limited to the security deposit posted by Renter. If event is for the rental of a field for teams and leagues, upon verification of compliance with the agreement, the Town shall return the security deposit collected pursuant to Paragraph "4" at the end of the season.
- 11. ALCOHOL.** If alcohol will be furnished, served, or consumed at the Event, Renter agrees to the following additional terms:
- A. An additional security deposit of \$100 is due along with the security deposit required pursuant to Paragraph "4" above.
 - B. If renter will furnish or serve alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Town of Beekman, 4 Main Street, Poughquag, NY 12570 is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the Event.
 - C. If Renter will contract with a caterer or third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insurance with combined single limit coverage of \$1,000,000 per occurrence and \$ 1,000,000 in the aggregate. Town and Renter shall both be named as additional insureds. Renter will furnish the Town with a certificate of such insurance prior to the Event.
 - D. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with prior written approval of the Town. The Town shall be named as an additional insured on the host liquor liability insurance.
 - E. Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them alcohol.
 - F. Renter acknowledges the Town does not condone the irresponsible use of alcoholic beverages. It shall be the Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.
- 12. INDEMNIFICATION AND HOLD HARMLESS.** Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, or employees. Any additional users shall be required to sign a hold harmless and indemnification.
- 13. ASSIGNMENT.** This Rental Agreement is not assignable to any other person or entity.
- 14. CANCELLATION.** Renter shall conform to the cancellation policy set forth in the Policy & Procedure for the Use of Facilities which is attached hereto. Failure to give requisite notice as set forth therein shall result in the forfeiture of your security deposit. In the event of a power outage or other event that may render the Facility unusable, the rental fee and security deposit will be refunded.

- 15. RIGHT OF ENTRY AND TERMINATION.** The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.
- 16. CONFORMANCE WITH THE LAW.** Renter agrees the Renter will abide by and conduct its affairs in accordance with the Town of Beekman Policy and Procedures for Use of Facilities and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise Renter shall not engage in or allow any illegal activity to occur at the Facility.

Alcohol will be furnished, served or consumed during the rental: yes no

Staff will be employed by the renter on Town property during the rental: yes no

The parties have executed this Agreement at Beekman, New York this _____ day of _____ '20.

TOWN OF BEEKMAN

RENTER

By: _____
(Duly authorized agent)

Signature

Street Address

Town

State

Zip

(Organization If applicable)

FOR OFFICE USE ONLY

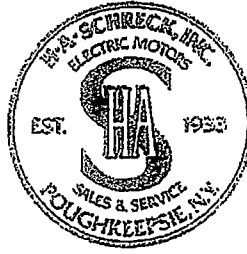
_____ Additional Insurance provided	_____ Worker's Comp provided
_____ Additional deposit for alcohol	_____ Liquor liability insurance provided

	Deposit	Rent Payment 1	Rent Payment 2	Rent Payment 3	Rent Payment 4
Amount					
Payment					
Date					
Refund					

Security Returned:

Renter Signature

H.A. Schreck Service and Sales Inc.
32 Van Wagner Road
Poughkeepsie, NY 12603



Phone 845-454-3560
Fax 845-454-3805
www.haschreck.com

Preventive Maintenance Agreement

Prevailing wage

5 to 100 KW Diesel, Propane and Air cooled

This agreement covers basic system maintenance in a 2 level program. Level 1 being a complete engine and transfer switch servicing program. Level 2 being the basic checking of oil and coolant And battery levels. Transfer switch testing will be approved with owner prior to service.

Level 2 service is performed 6 month after level 1 service.

Level 1 Service.

- System Inspection.
- Change oil and Filter.
- Check coolant level (if liquid cooled)
- Check D/C charging system.
- Check generator voltage & Frequency.
- Check all belts and hoses
- Check Electrical connections.
- Check battery and cables.
- Check Air cleaner.
- Check Ignition system.
- Test under load. (if approved)
- Record Hours of operation.

Level 2 Service.

- System inspection
- Check oil level
- Check coolant system
- Check D/C charging system.
- Check Voltage and frequency.
- Check belt and hoses.
- Check Battery and cables.
- Test run no-load.
- Record hours of operation.

Level 1 & 2 services are quoted with labor only. Parts estimates are listed under the labor costs and are additional. They include filters, oil, coolant and oil disposal fee's. All work is quoted for normal hours of operation 7AM until 4 PM. Monday thru Friday. Additional work required or service visits will be invoiced at our published shop rate at \$150.00 per hour per man and \$ 175.00 per hour per man for after 4 PM service. Holidays labor is \$200.00 per hour. Tolls and parking fees are additional and listed separately.

Emergency calls are a 4-hour minimum service call

For optimum operation, batteries are changed every 2 years for an additional fee.

Please note that this agreement is for maintenance only. Repairs outside this agreement are additional. Approval for this work will be received before repairs are performed. Please do not send any payment in with your signed contract. You will be billed after service is performed.

Please note that by signing this agreement you are giving H.A.Schreck Service and Sales Inc service personal to access your property and unit location during normal business hours. On service's scheduled weeks ahead we may have to adjust service day or time due to weather and or other service emergency's. All efforts will be made to notify you before this happens.

If you have any questions please feel free to contact our service department at 845-454-3560

H.A. Schreck Inc.
32 Van Wagner Road
Poughkeepsie, N.Y. 12603
Phone :845-454-3560
Fax:845-454-3805

CONTRACTED SERVICE AGREEMENT



Please Fill out Completely

OWNER INFORMATION

Owner: TOWN OF BEEKMAN
Address: 4 MAIN ST ATT: TOWN CLERK
City: POUGHQUAG
State: NY
Zip: 12570

EQUIPMENT INFORMATION

Equip Covered: SEE BELOW
Model #: _____
Serial #: _____
Spec #: _____
Engine Model #: _____

LOCATION INFORMATION

Same As Above
Address: STOWE DRIVE SEWER
City: _____
State: _____
Zip: _____

CONTACT INFORMATION

Name: MARY B. COVUCCI
Phone: 845-724-5300
Cell: 914-475-2627
Fax: 845-724-3245
Email: SUPERVISOR@TOWNOFBEEKMANNY.US

AGREEMENT PRICING

Level 1 Service: \$520.00
Level 2 Service: \$440.00

LVL1 Parts: \$300.00
LVL2 Parts: FLUIDS AS NEEDED

ADDITIONAL CHARGES

Tolls:
Mileage: \$ 20.00

(NYS Sales Tax Applies)

BATTERIES ARE NOT COVERED UNDER CONTRACTED AMOUNT
BATTERIES ARE CHANGED EVERY TWO YEARS AS PREVENTATIVE MAINTENANCE

NOTE1: LIFT STATION STOWE DRIVE - CUMMINS DNAC-5711009 SER# D058772942

SEWER PLANT 124 STOWE DRIVE- CUMMINS DNAD-5711008 SER#D058772943

NOTE2: WATER PLANT KOHLER 50REZGB, SGM32JKF6, GM79036-GA1

***** Please choose the Level of Service Below *****

Level 1 Service

Both Level 1 and Level 2

Accepted on 1-25-23
Date

by Mary B Covucci
Owner Signature
Town of Beekman

Contracted from FEBRUARY 2023 to FEBRUARY 2024

Please sign and return 1 copy.



RESOLUTION NO. 01:24:23-4

RE: APPROVE RENEWAL OF CONTRACT WITH H.A. SCHRECK INC.

WHEREAS, H.A. Schreck Inc. currently provides a Service Contract for the generators for the Dover Ridge Sewer Plant, Lift Station and Water Plant;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to sign the attached contract for the year 2023 beginning in February 2023 thru February 2024.

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 24, 2023

Supervisor

From: Daniel G. Koehler, P.E. <dkoehler@hudsonlanddesign.com>
Sent: Tuesday, December 27, 2022 4:14 PM
To: Supervisor
Cc: Michael A. Bodendorf, P.E.
Subject: Contract with HLD
Attachments: HLD_Reproduction_Fees&rates_2023-2025 Beekman.pdf; Beekman Agreement- Revised for Jan 2023 - Dec 2025.doc

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

Mary,

Attached is a revised agreement in Word format for you and the attorney to review. We are proposing a three-year term similar to the last agreement.

Also, we have the proposed fee schedule for 2023-2025. If you recall, we had a 2% increase year to year on the last agreement. For this one, we are basically holding 2022 rates for 2023, but are rounding them to an equal number to make it easier for our bookkeeping. Some rounded up, some rounded down. Then we placed somewhere between 1 and 2% increases for 2024 and 2025.

Let me know your thoughts.

We are looking forward to continuing our services to and relationship with the Town of Beekman.

Dan



Daniel G. Koehler, P.E.

Hudson Land Design

Professional Engineering, P.C.

174 Main Street

Beacon, NY 12508

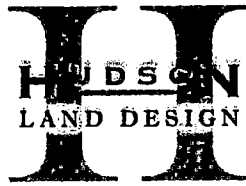
Phone: 845.440.6926

Direct Line: 845.765.8955

Fax: 845.440.6637

DKoehler@HudsonLandDesign.com

www.HudsonLandDesign.com



Civil and Environmental Engineering Consultants
 174 Main Street, Beacon, NY 12508 (Main Office and Mailing Address)
 13 Chambers Street, Newburgh, New York 12550 (Satellite Office)
 Phone: 845-440-6926 Fax: 845-440-6637
 www.HudsonLandDesign.com

Reproduction Fees Effective 2023-2025

Item	Unit Price
Black and white laser 8 ½" X 11" prints/copies	\$0.06 per print/copy
Black and white laser 11" X 17" prints/copies	\$0.12 per print/copy
Color laser 8 ½" X 11" prints/copies	\$0.30 per print/copy
Color laser 11" X 17" prints/copies	\$0.60 per print/copy
Ink jet B&W bond large format plots	\$0.55 per square foot
Ink jet color bond large format plots	\$1.65 per square foot
Ink jet B&W mylar large format plots	\$1.65 per square foot
Report honeycomb binding and cover / 3-ring	\$3.00 per report
CD or DVD for submittals as may be required	\$3.00 per CD or DVD

Professional Engineering Billable Rates Effective 2023

Staff/Personnel	Town of Beekman	Private Developers (escrow)
Principal	\$110.00/hr	\$130.00/hr
Senior Engineer	\$97.50/hr	\$115.00/hr
Staff Engineer	\$85.00/hr	\$95.00/hr
Junior Staff Engineer	\$67.50/hr	\$75.00/hr
Engineering Technician	\$55.00/hr	\$67.50/hr
Administrative Services	\$45.00/hr	\$50.00/hr

Professional Engineering Billable Rates Effective 2024

Staff/Personnel	Town of Beekman	Private Developers (escrow)
Principal	\$112.00/hr	\$132.00/hr
Senior Engineer	\$99.00/hr	\$116.00/hr
Staff Engineer	\$86.00/hr	\$96.00/hr
Junior Staff Engineer	\$68.00/hr	\$76.00/hr
Engineering Technician	\$56.00/hr	\$68.00/hr
Administrative Services	\$45.00/hr	\$50.00/hr

Professional Engineering Billable Rates Effective 2025

Staff/Personnel	Town of Beekman	Private Developers (escrow)
Principal	\$114.00/hr	\$134.00/hr
Senior Engineer	\$100.00/hr	\$117.00/hr
Staff Engineer	\$87.00/hr	\$97.00/hr
Junior Staff Engineer	\$69.00/hr	\$77.00/hr
Engineering Technician	\$57.00/hr	\$69.00/hr
Administrative Services	\$45.00/hr	\$50.00/hr

Mileage Rate Effective 2023-2025

All HLD Employees

Per IRS standard mileage rate for given year

Z:\Documents\Hudson Land Design\2013\2013_014 Town of Beekman\Contract Documents\HLD_Reproduction_Fees&rates_2023-2025 Beekman.docx

AGREEMENT made this 1st day of January, 2023 by and between the TOWN OF BEEKMAN, a municipal corporation of the State of New York with offices at the Town Hall, 4 Main Street, Poughquag, New York 12570, hereinafter referred to as the "TOWN," and HUDSON LAND DESIGN PROFESSIONAL ENGINEERING, P.C. having an office at 174 Main Street, Beacon, New York 12508, hereinafter referred to as the "ENGINEER."

WHEREAS, the TOWN desires to obtain certain professional engineering and technical services when such services are deemed to be required by the TOWN within the boundaries and environs of the TOWN proper; and

WHEREAS, the TOWN also desires the ENGINEER to furnish any and all engineering technical services and/or related field surveying services required for the preparation and submittal of plans, documents, calculations, reports, studies, descriptions, elevations, inspections, certifications and similar activities required for satisfying the obligations and commitments related to the routine and ongoing responsibilities of the TOWN, sub-districts thereof, and its regulatory requirements; and

WHEREAS, the ENGINEER has employees who are certified and currently a licensed New York State professional engineer skillful in the performance of municipal engineering functions; and



ORIGINAL

WHEREAS, the ENGINEER has technical office facilities consisting of an integrated group of competent professional analysts which the ENGINEER may utilize as part of the services outlined herein in order to provide both efficient practices in engineering and modern state-of-the-art advancements; and

WHEREAS, the ENGINEER is willing and able to provide such services to the TOWN upon the terms and conditions provided herein.

1. Term of Agreement.

The work to be performed pursuant to the terms of this Agreement shall commence on January 1, 2023, and shall be completed no later than December 31, 2025.

2. Scope of Services.

2.1 The ENGINEER shall furnish the specific professional services as provided and more fully described in Exhibit A appended to the original contract which forms part of this Agreement.

2.2 All services rendered and work performed by the ENGINEER shall be under the supervision and subject to the reasonable approval of the TOWN. The parties further agree that this Agreement does not prevent the TOWN from utilizing other consultants when it is deemed appropriate by the TOWN.

2.3 The ENGINEER agrees not to perform any services to developers, businesses, or residents of the Town of Beekman, for

projects within the town which are subject to review by the town and which would result in a conflict of interest.

3. Standard of Care.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same general locale.

4. Payment for Services.

4.1 The TOWN agrees to pay the ENGINEER for work performed during the period of this Agreement and in accordance with the Fee Schedule appended hereto for work billed on direct Town projects and for work billed on escrow funded projects, the schedule forming part of this Agreement. Notwithstanding the foregoing, the TOWN cannot be invoiced for any work done to be charged to an escrow account unless that account is funded in excess of the billing.

4.2 Any and all requests for payment to be made, including any request for partial payment made in proportion to the work completed, shall be submitted by the ENGINEER on a properly completed and executed Town of Beekman voucher form, and paid only after approval by the Town Board. In no event shall the final payment for any work, labor or services specified and described in the original contract be made to the ENGINEER prior

to completion of all services in connection therewith, the submission of reports and the approval of the Town Board, as may be required.

4.3 No payment shall be made by the TOWN to the ENGINEER for out of pocket expenses or disbursements incurred in connection with the services rendered or the work to be performed hereunder without the prior written approval of the TOWN.

4.4 The ENGINEER will initially establish **eight** "office hours" each week in Beekman Town Hall. This requirement can be amended at any time with the written approval of the Town Supervisor.

5. Termination of Agreement.

5.1 The parties agree that this Agreement may be terminated by the TOWN for any reason or no reason at all upon reasonable written notice to the ENGINEER. In such event, the ENGINEER shall be compensated and the TOWN shall be liable only for payment of services already rendered under this Agreement prior to the effective date of termination.

5.2 In the event that either party determines that there has been a material breach by the other party, of any of the terms of this Agreement, and such breach remains uncured for a period of thirty (30) days after service of written notice on the breaching party, the non-breaching party, in addition to any

other right or remedy it might have, may terminate this Agreement and, in the event that the TOWN is the non-breaching party, the TOWN shall have the right and authority to have any project not completed at termination completed with the cost or expense of such completion charged to and paid by the ENGINEER.

6. Ownership of Records.

All program products developed by the ENGINEER in performing the services set forth in Exhibit A, and all records compiled by the ENGINEER in completing the work described in this Agreement, including but not limited to written reports, computer printouts, graphs, charts, plans, specifications and all other similar associated data, shall become and remain the property of the TOWN, provided that all fees and other billings owed to the ENGINEER by the TOWN have been paid in full.

7. Delegation of Duties.

Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the TOWN in each such instance is void. The ENGINEER shall not subcontract any part of its work under this Agreement without first obtaining the written consent of the TOWN in each instance, which consent may be withheld by the TOWN without reason. All subcontracts shall provide that subcontractors are subject to all of the terms and conditions set forth in this

Agreement and all work performed by a subcontractor shall be deemed to be work performed by the ENGINEER.

8. Solicitation of this Agreement.

The ENGINEER represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee of the ENGINEER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, other than such employee, 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 of this Agreement, without limiting any other rights or remedies to which the TOWN may be entitled, or any civil or criminal penalty to which any violation may be liable, the TOWN shall have the right, in its sole discretion, to terminate this Agreement without liability, and to deduct from the any monies owed to the ENGINEER, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration.

9. Insurance.

9.1 The ENGINEER agrees to have the following insurance coverage in force at the commencement of this Agreement:

(a) A Workers' Compensation policy as required by New York State law.

(b) General liability insurance coverage in the comprehensive general liability form including blanket contractual coverage for the operation of the program under this Agreement in the amount of \$2,000,000. This insurance shall include coverage for bodily injury and property damage in the amount of \$1,000,000. The TOWN must be listed as an additional named insured.

(c) Errors and Omissions insurance for claims in the amount of \$2,000,000 for all engineering disciplines in which the ENGINEERS may be asked to perform design services or to comment on the work of others.

(d) Automobile liability insurance coverage for all owned, leased, or non-owned vehicles in the amount of \$1,000,000 per occurrence. This insurance shall include coverage for bodily injury and property damage. The TOWN must be listed as an additional named insured.

(e) Disability insurance in accordance with New York State law.

9.2 All policies and certificates of insurance of the ENGINEER shall contain the following clauses:

(i) The Town of Beekman is named as an additional insured and as Certificate Holder. Insurers shall have no right of recover or subrogation against the Town of Beekman (including its agents and agencies), it being the intention of the parties that

the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

(ii) The clause "other insurance provisions" in a policy in which the Town of Beekman is named as an additional insured shall not apply to the Town of Beekman.

9.3 The insurance companies issuing the policy or policies shall have no recourse against the Town of Beekman (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.

9.4 Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the ENGINEER.

9.5 In addition to, and not in limitation of the insurance requirements set forth herein, the ENGINEER agrees: (a) except in the event of the sole negligence of the TOWN, to indemnify and hold harmless the TOWN, its officers, employees, and agents from any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees, or loss arising directly or indirectly out of the acts or omissions hereunder by the ENGINEER or third parties under their direction or control; and (b) to provide a defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or

indirectly arising out this Agreement and to bear all other costs and expenses related thereto.

9.6 ENGINEER shall notify the TOWN in writing 30 days prior to any cancellation or material change to its insurance coverage. Within that 30 day period, ENGINEER shall provide other suitable policies in lieu of those about to be cancelled or not renewed so as to maintain in effect the coverage required in this Agreement. If the ENGINEER does not comply with this requirement, the TOWN, at its sole discretion, may:

(a) Immediately suspend ENGINEER from any further performance under this Agreement and terminate this Agreement for material default; or

(b) Purchase the required insurance and deduct the cost of the premiums from amounts due to ENGINEERS under this Agreement.

9.7 Upon the execution of this Agreement by ENGINEER, and as long as this Agreement is in effect, it shall furnish the certificates of insurance to the TOWN that meet the requirements set forth herein.

10. Notices.

All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postpaid 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, New York 12570

ENGINEER:

Hudson Land Design Professional Engineering, P.C.
174 Main Street
Beacon, New York 12508

11. Entire Agreement.

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.

12. Counterparts.

12.1 This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.2 The parties represent and warrant that the individual executing this Agreement for each of the respective parties hereto is authorized to sign this Agreement in behalf of such party.

12.3 This Agreement shall not be enforceable until signed by all parties and approved by the Town Attorney.

13. Governing Law.

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

14. Confidentiality.

The ENGINEER, and those in its employ or under its direction, shall keep all documents, work product, data or information received during the term of this Agreement in strict confidence.

15. Independent Contractor.

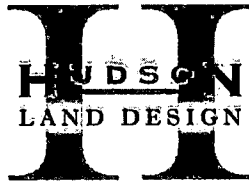
The relationship of the ENGINEER to the TOWN under this Agreement shall be that of an independent contractor.

16. Non-Waiver.

Failure of either party hereto to insist on strict performance of any of the provisions of this Agreement or to exercise any rights or remedies accruing hereunder upon default of failure to perform shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any obligation hereunder, or to exercise any right or remedy as a result of any future default or failure to perform.

17. Inspections and Audits.

Representatives of the TOWN shall have the right to examine and review all books, records, and billing documents which are directly related to performance or payment under this Agreement.



Civil and Environmental Engineering Consultants
 174 Main Street, Beacon, NY 12508 (Main Office and Mailing Address)
 13 Chambers Street, Newburgh, New York 12550 (Satellite Office)
 Phone: 845-440-6926 Fax: 845-440-6637
 www.HudsonLandDesign.com

Reproduction Fees Effective 2023-2025

Item	Unit Price
Black and white laser 8 1/2" X 11" prints/copies	\$0.06 per print/copy
Black and white laser 11" X 17" prints/copies	\$0.12 per print/copy
Color laser 8 1/2" X 11" prints/copies	\$0.30 per print/copy
Color laser 11" X 17" prints/copies	\$0.60 per print/copy
Ink jet B&W bond large format plots	\$0.55 per square foot
Ink jet color bond large format plots	\$1.65 per square foot
Ink jet B&W mylar large format plots	\$1.65 per square foot
Report honeycomb binding and cover / 3-ring	\$3.00 per report
CD or DVD for submittals as may be required	\$3.00 per CD or DVD

Professional Engineering Billable Rates Effective 2023

Staff/Personnel	Town of Beekman	Private Developers (escrow)
Principal	\$110.00/hr	\$130.00/hr
Senior Engineer	\$97.50/hr	\$115.00/hr
Staff Engineer	\$85.00/hr	\$95.00/hr
Junior Staff Engineer	\$67.50/hr	\$75.00/hr
Engineering Technician	\$55.00/hr	\$67.50/hr
Administrative Services	\$45.00/hr	\$50.00/hr

Professional Engineering Billable Rates Effective 2024

Staff/Personnel	Town of Beekman	Private Developers (escrow)
Principal	\$112.00/hr	\$132.00/hr
Senior Engineer	\$99.00/hr	\$116.00/hr
Staff Engineer	\$86.00/hr	\$96.00/hr
Junior Staff Engineer	\$68.00/hr	\$76.00/hr
Engineering Technician	\$56.00/hr	\$68.00/hr
Administrative Services	\$45.00/hr	\$50.00/hr

Professional Engineering Billable Rates Effective 2025

Staff/Personnel	Town of Beekman	Private Developers (escrow)
Principal	\$114.00/hr	\$134.00/hr
Senior Engineer	\$100.00/hr	\$117.00/hr
Staff Engineer	\$87.00/hr	\$97.00/hr
Junior Staff Engineer	\$69.00/hr	\$77.00/hr
Engineering Technician	\$57.00/hr	\$69.00/hr
Administrative Services	\$45.00/hr	\$50.00/hr

Mileage Rate Effective 2023-2025

All HLD Employees

Per IRS standard mileage rate for given year

Z:\Documents\Hudson Land Design\2013\2013_014 Town of Beekman\Contract Documents\HLD_Reproduction_Fees&rates_2023-2025 Beekman.docx

RESOLUTION 01:24:23-5

RE: APPOINTMENT OF ENGINEER TO THE TOWN OF BEEKMAN FOR THE YEAR 2023

WHEREAS, the Town of Beekman is presented with important issues respecting future development and long-range planning requiring comprehensive analysis and coordination, now therefore be it

RESOLVED, that the firm of Hudson Land Design, Civil & Environmental Engineering Consultants, 174 Main Street, Beacon, NY, represented by Daniel Koehler, P.E., be retained on a contractual basis to provide Engineering, Planning, and Zoning services to the Town of Beekman for all matters; and

BE IT FURTHER RESOLVED, that Hudson Land Design will also provide administrative services for the Town's Building, Planning, and Zoning Department; and

BE IT FURTHER RESOLVED, that the Town Board hereby continues to retain Hudson Land Design, represented by Daniel Koehler, P.E., as attached hereto through December 31, 2025.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler **AYE**

Councilman Battaglioni **AYE**

Councilman Lemak **AYE**

Councilwoman Wohrman **AYE**

Supervisor Covucci **AYE**

Dated: January 24, 2023

LAWS OF NEW YORK, 2022

CHAPTER 670

AN ACT to amend the real property tax law, in relation to providing all local governments with the option to provide a property tax exemption to volunteer firefighters and volunteer ambulance workers; and to repeal various provisions of the real property tax law relating thereto

Became a law December 9, 2022, with the approval of the Governor.
Passed by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The real property tax law is amended by adding a new section 466-a to read as follows:

§ 466-a. Volunteer firefighters and volunteer ambulance workers. 1. Real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse residing in any county shall be exempt from taxation to the extent of up to ten percent of the assessed value of such property for city, village, town, part town, special district, school district, fire district or county purposes, exclusive of special assessments, provided that the governing body of a city, village, town, school district, fire district or county, after a public hearing, adopts a local law, ordinance or resolution providing therefor.

2. Such exemption shall not be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service residing in such county unless:

(a) the applicant resides in the city, town or village which is served by such incorporated volunteer fire company or fire department or incorporated voluntary ambulance service;

(b) the property is the primary residence of the applicant;

(c) the property is used exclusively for residential purposes; provided however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section; and

(d) the applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance service as an enrolled member of such incorporated volunteer fire company, fire department, or voluntary ambulance service, as determined by the governing body of a city, village, town, school district, fire district or county; provided, however, that such governing body shall establish a minimum service requirement for each applicant between two years of service and five years of service. It shall be the duty and responsibility of the governing body of each municipality, school district and/or fire district which adopts a local law, ordinance

EXPLANATION--Matter in italics is new; matter in brackets [-] is old law to be omitted.

or resolution pursuant to this section to determine the procedure for certification.

3. Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than twenty years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten percent exemption as authorized by this section for the remainder of his or her life as long as his or her primary residence is located within such county provided that the governing body of a city, village, town, school district, fire district or county, after a public hearing, adopts a local law, ordinance or resolution providing therefor.

4. Un-remarried spouses of volunteer firefighters or volunteer ambulance workers killed in the line of duty. Any local law or ordinance adopted pursuant to this section may be separately amended, or a local law, ordinance or resolution may be separately adopted to continue an exemption or reinstate a pre-existing exemption claimed under such statutes by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service, to such deceased enrolled member's un-remarried spouse if such member is killed in the line of duty; provided, however, that:

(a) such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty; and

(b) such deceased volunteer had been an enrolled member for at least five years; and

(c) such deceased volunteer had been receiving the exemption prior to his or her death.

5. Un-remarried spouses of deceased volunteer firefighters or volunteer ambulance workers. Any local law or ordinance adopted pursuant to this section may be separately amended, or a local law, ordinance or resolution may be separately adopted to continue an exemption or reinstate a pre-existing exemption to an un-remarried spouse of a deceased enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; provided, however, that:

(a) such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service; and

(b) such deceased volunteer had been an enrolled member for at least twenty years; and

(c) such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

6. Application for such exemption shall be filed with the assessor or other agency, department or office designated by the municipality, school district and/or fire district offering such exemption on or before the taxable status date on a form as prescribed by the commissioner.

7. No applicant who is a volunteer firefighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the

provisions of this article on the effective date of this section shall suffer any diminution of such benefit because of the provisions of this section.

8. Any city, village, town, school district, fire district or county that currently, through local law, ordinance or resolution, provides an exemption from taxation for an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, such enrolled member and spouse, or an un-remarried spouse shall be authorized to continue to provide such exemption, provided however, such city, village, town, school district, fire district or county shall adopt a local law, ordinance or resolution to conform to the provisions of this section no later than three years after the effective date of this section.

9. Notice to affected municipalities. On or before December thirty-first, two thousand twenty-two, it shall be the duty of the commissioner or her or his designees to notify or cause to be notified, in a manner prescribed by the commissioner, the chief executive officer of each and any municipality in which former sections four hundred sixty-six-a, four hundred sixty-six-b, four hundred sixty-six-c, four hundred sixty-six-d, four hundred sixty-six-f, four hundred sixty-six-g, four hundred sixty-six-h, four hundred sixty-six-i, four hundred sixty-six-j, and four hundred sixty-six-k of the real property tax law apply, of the provisions of the chapter of the laws of two thousand twenty-two that added this section.

§ 2. Sections 466-a as added by chapter 617 of the laws of 1999, 466-b, 466-c, 466-d, 466-e, 466-f, 466-g, 466-h, 466-i, 466-j and 466-k of the real property tax law are REPEALED.

§ 3. This act shall take effect immediately; provided, however, that section two of this act shall take effect three years after the effective date of this act.

The Legislature of the STATE OF NEW YORK ss:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

ANDREA STEWART-COUSINS
Temporary President of the Senate

CARL E. HEASTIE
Speaker of the Assembly

**TOWN OF BEEKMAN
LOCAL LAW NO. 1 OF 2023**

A Local Law entitled “Local Law No. 1 of the Year 2023, Amending Chapter 135 of the Code of the Town of Beekman Enacting a Property Tax Exemption for Volunteer Firefighters and Ambulance Workers Pursuant to Section 466-a of the Real Property Tax Law”

Be it enacted by the Town Board of the Town of Beekman as follows:

SECTION 1. TITLE.

This Local Law shall be known and cited as “Local Law No. 1 of the Year 2023, Amending Chapter 135 of the Code of the Town of Beekman Enacting a Property Tax Exemption for Volunteer Firefighters and Ambulance Workers Pursuant to Section 466-a of the Real Property Tax Law.”

SECTION 2. PURPOSE.

The purpose of this Local Law is to amend Chapter 135 by adding a new Article VI enacting a Property Tax Exemption for Volunteer Firefighters and Ambulance Workers.

SECTION 3. AMENDMENT TO CHAPTER 135.

A new Article VI of Chapter 135 of the Code of the Town of Beekman, entitled “Volunteer Firefighters and Ambulance Workers Exemption,” is hereby added and enacted pursuant to Real Property Tax Law Section 466-a, to read as follows:

**“Article VI
Volunteer Firefighters and Ambulance Workers Exemption**

§ 135-8. Grant of exemption.

An exemption of 10% of assessed value of property owned by an active enrolled member who has satisfied their required LOSAP points for the year as set forth below, or such enrolled member and their spouse, is hereby granted from taxation with respect to the real property taxes of the Town of Beekman as long as eligibility requirements are met.

§ 135-9. Eligibility requirements.

Such exemption shall be granted to an active enrolled member who has satisfied their required LOSAP points for the year of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service provided that:

- A. The property is owned by the volunteer firefighter or volunteer ambulance worker;
- B. The property is the primary residence of the volunteer firefighter or volunteer ambulance worker;
- C. The property is used exclusively for residential purposes;
- D. The volunteer firefighter or volunteer ambulance worker resides in the Town of Beekman and the Town of Beekman is served by such incorporated volunteer fire company or fire department or

incorporated voluntary ambulance service;

E. The volunteer firefighter or volunteer ambulance worker is certified by the authority having jurisdiction as an enrolled member of such an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; and

F. The volunteer firefighter or volunteer ambulance worker meets the minimum service requirement established by the Town of Beekman, which is hereby established as three years.

§ 135-10. Application.

A volunteer firefighter or volunteer ambulance worker must annually, on or before the applicable taxable status date, file an application for such property tax exemption with the assessor responsible for preparing the assessment roll for the Town of Beekman, on a form as prescribed by the New York State Commissioner of Taxation and Finance. The Town of Beekman must maintain written guidelines, available upon request, as to the requirements of an active enrolled member who has satisfied their required LOSAP points volunteer member relating to this exemption.

§ 135-11. Certification.

“The Board of Fire Commissioners” must annually file with the assessor, prior to February 15th, a list of the active volunteer members who are certified to meet the minimum service requirement and have satisfied their required LOSAP points for the year. Such list must provide, as of the applicable taxable status date, the number of years of service served by each such enrolled member and such enrolled member's address of residence.

§ 135-12. No diminution of benefits.

An applicant who is receiving any benefit pursuant to Article 4 of the Real Property Tax Law as of the effective date of this article shall not have any of those benefits diminished because of this article.

§ 135-13. Grant of lifetime exemption.

Any eligible enrolled member who accrues more than 20 years of active volunteer service as certified by the Board of Fire Commissioners shall be granted the 10% exemption as authorized by this article for the remainder of his or her life as long as his or her primary residence is located within the Town of Beekman.

§ 135-14. Un-remarried spouse of enrolled member killed in the line of duty.

The un-remarried surviving spouse of a deceased enrolled member killed in the line of duty, as certified by the Board of Fire Commissioners, is qualified to receive an exemption, as long as the deceased volunteer had been an active member for at least three years.

§ 135-15. Un-remarried spouse of deceased enrolled member.

The un-remarried surviving spouse of a deceased enrolled member, as certified by the Board of Fire Commissioners, is qualified to continue to receive an exemption, as long as the deceased volunteer had been an enrolled active member for at least 20 years and the deceased volunteer and un-remarried

spouse had been receiving the exemption at the time of his or her death.

SECTION 4. **NUMBERING FOR CODIFICATION.**

It is the intention of the Town of Beekman and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the Town of Beekman; that the sections and sub-sections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word "Local Law" shall be changed to "Chapter," "Section" or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

SECTION 5. **SEVERABILITY.**

If any clause, sentence, paragraph, section or part of this Local Law is declared by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to said clause, sentence, paragraph, section or part of this Local Law.

SECTION 6. **EFFECTIVE DATE.**

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Municipal Home Rule Law Section 27.



Application for Volunteer Firefighters/Ambulance Workers Exemption

File this form with your local assessor by the taxable status date. See instructions.
Do **not** file this form with the Office of Real Property Tax Services.

Name(s) of owner			
Mailing address of owner(s) (number and street or PO Box)		Location of property (street address)	
City, village, or post office	State	ZIP code	City, town, or village State ZIP code
Daytime contact number	Evening contact number	School district	
Email address		Tax map number of section/block/lot: Property identification (see tax bill or assessment roll)	

Mark an **X** in the appropriate box.

- 1 Is the property your primary residence?..... Yes No
- 2 Name of the incorporated volunteer fire company, fire department, or incorporated volunteer ambulance service that you serve: _____
 - 2a Have you been an enrolled member of this organization for at least five years?..... Yes No
If No, specify the number of years you have been enrolled as a member. _____
 - 2b Do you reside in the city, town, or village served by this organization?..... Yes No
 - 2c Are you an un-remarried spouse of a deceased enrolled member who served for at least five years and who was killed in the same line of duty?..... Yes No
 - 2d Are you an un-remarried spouse of a member who is deceased and served for at least 20 years? Yes No
- 3 Have you been granted a lifetime exemption in any municipality within the county? Yes No
If Yes, which municipality? _____
- 4 Is any portion of the property used for purposes other than residential, such as farming, commercial, vacant land, or a professional office? Yes No
If No, skip to Certification.
 - 4a What percentage of the property is **not** used for residential purposes? _____
 - 4b Explain such use and describe the portion that is so used. _____

Certification

I (we), _____, hereby certify that the information on this application and any accompanying pages constitutes a true statement of facts.

Signature <i>(All owners must sign this application)</i>	Phone number	Date

Return this form to the local assessor by the taxable status date. (See Deadline below.)

For Assessor's Use Only

Date application filed: _____

Action on application: Approved Denied

Reason for denial (if applicable) : _____

Exemption applies to taxes levied by or for:

County _____ City _____ Town _____
Village _____ School _____ Fire _____

Assessor's name (print)	
Assessor's signature	Date

Instructions

Authorization for exemption

Real Property Tax Law § 466-a authorizes the governing body of a county, city, town, village, school district, fire district, or special district, to partially exempt up to 10% of the assessed value of the residence of a volunteer firefighter or ambulance worker. The exemption does not apply to special assessments.

An eligible city, village, town, school district, fire district, special district, or county may enact, after a public hearing, a local law, or a resolution in the case of a school district, to adopt the volunteer firefighters/ambulance workers exemption. Consult your assessor to ascertain whether the exemption is available locally.

Eligibility

Note: If you receive this exemption, you **cannot claim** a New York State income tax credit for the same volunteer service. However, if the property has multiple owners, the owner(s) whose volunteer service was not the basis of the exemption are eligible to claim that credit.

The exemption is available only to members of incorporated volunteer fire companies, fire departments, or incorporated ambulance services who have been certified as being enrolled members for a minimum of two to five years, depending on the policy. The municipality determines the procedure for certification.

At local option of the city, town, village, school district, fire district, special district, or county, an enrolled member who has accrued more than 20 years of active service may be granted the exemption for the remainder of their life, as long as the member's primary residence is located within such county.

At local option, the exemption may be continued or reinstated for the un-remarried spouse of an enrolled member killed in the line of duty who had been a member

of the volunteer fire company, fire department, or volunteer ambulance service for at least five years and was receiving the exemption prior to their death.

At local option, the exemption may be continued or reinstated for the un-remarried spouse of an enrolled member who accrued at least 20 years of active service and was receiving the exemption prior to their death.

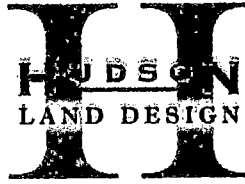
The exemption may be granted only to applicants who reside in the jurisdiction served by the fire company, fire department, or ambulance service. The exemption is only available for the applicant's primary residence and only to property (or the portion thereof) exclusively used for residential purposes.

Deadline

If one or more of your localities have opted to offer this exemption, you must file the application in the assessor's office on or before the appropriate taxable status date, which, in most towns, is March 1. Consult with your assessor to confirm the deadline for your municipality.

Once the exemption is granted, the exemption may continue for the authorized period provided that the eligibility requirements continue to be satisfied. It is not necessary to reapply after the initial year for the exemption for it to continue.

For further information, ask your local assessor. To find your local assessor's contact information, visit our website or your locality's website.



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

January 5, 2023

Supervisor Mary Covucci and Members of the Town Board

Town of Beekman
4 Main Street
Poughquag, New York 12570

Re: Town Hall Exterior Upgrades Project
Contractor Request for Payment #3

Dear Supervisor Covucci and Members of the Town Board:

Hudson Land Design (HLD) is in receipt of Application and Certificate for Payment #3 dated January 5, 2023 from Barone Construction Group, Inc. requesting final payment in the amount of \$204,000.00 less payments #1 and #2 (\$177,650.00) for a total of \$26,350.00 (see attached). The contractor has requested full payment of all items on the continuation sheet that is attached to the payment request application, covering the period of January 1, 2022 through December 31, 2022. Although not intimately involved in the project, in the absence of the previous consultant that was administering the project (MAAD Architects), 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 Barone Construction Group, Inc. in the amount of \$26,350.00 in order to satisfy Application and Certification for Payment #3. The warranty period per the bid documents and the contract will commence upon final payment. 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".

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 #3 with Continuation Sheets
Certified Payroll (Pittman & Brown, Veith)
Final Releases (Barone, Pittman & Brown, Veith)
Voucher

TO OWNER/CLIENT:

Town of Beekman
4 Main Street
Poughquag, New York 12570

PROJECT:

Town of Beekman Exterior Upgrades
4 Main St
Poughquag, New York 12570

APPLICATION NO: 3

INVOICE NO: 3

PERIOD: 1/01/22 - 12/31/22

PROJECT NO:

CONTRACT DATE:

FROM CONTRACTOR:

Barone Construction Group, Inc
23 New Paltz Rd. P.O. Box 876
Highland, New York 12528

VIA ARCHITECT/ENGINEER:

Christopher Mansfield (MAAD Architects)
63 Cannon Street Suite B
Poughkeepsie, New York 12601

CONTRACT FOR: Town of Beekman Exterior Upgrades Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$204,000.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$204,000.00
4. Total completed and stored to date (Column G on detail sheet)	\$204,000.00
5. Retainage:	
a. <u>0.00</u> % of completed work	\$0.00
b. <u>0.00</u> % of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$204,000.00
7. Less previous certificates for payment (Line 6 from prior certificate)	\$177,650.00
8. Current payment due:	\$26,350.00
9. Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

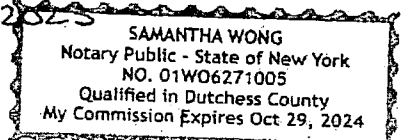
CONTRACTOR: Barone Construction Group, Inc

By: [Signature] Date: 1/3/23

State of: New York
County of: Ulster

Subscribed and sworn to before me this 3RD day of JANUARY, 2023

Notary Public: [Signature]
My commission expires: 10/29/2024



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$26,350.00

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

ARCHITECT/ENGINEER:

By: _____ Date: _____

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 the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3

APPLICATION DATE:

PERIOD: 1/01/22 - 12/31/22

Contract Lines

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
1		Bond & Insurance	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$6,500.00	100.00%	\$0.00	\$0.00
2		Dumpster	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$0.00
3		Temporary Safety Overhead Protection	\$17,500.00	\$17,500.00	\$0.00	\$0.00	\$17,500.00	100.00%	\$0.00	\$0.00
4		Office Support/Travel	\$5,000.00	\$2,500.00	\$2,500.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00
5		Demo Roofing	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$24,000.00	100.00%	\$0.00	\$0.00
6		Roof Sheathing	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100.00%	\$0.00	\$0.00
7		Roofing- Labor	\$55,000.00	\$55,000.00	\$0.00	\$0.00	\$55,000.00	100.00%	\$0.00	\$0.00
8		Roofing Material	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$0.00
9		Siding & Trim Labor	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100.00%	\$0.00	\$0.00
10		Siding & Trim Material	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100.00%	\$0.00	\$0.00
11		Decking Repair	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100.00%	\$0.00	\$0.00
12		Painting/Sanding Eaves, Fascias, Soffits	\$9,500.00	\$0.00	\$9,500.00	\$0.00	\$9,500.00	100.00%	\$0.00	\$0.00
13		Electrical	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00
TOTALS:			\$204,000.00	\$187,000.00	\$17,000.00	\$0.00	\$204,000.00	100.00%	\$0.00	\$0.00

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
GRAND TOTALS:		\$204,000.00	\$187,000.00	\$17,000.00	\$0.00	\$204,000.00	100.00%	\$0.00	\$0.00

Certified Payroll Report

Contractor PITTMAN & BROWN INC.
 227 S Plank Rd Post Box 1764
 NEWBURGH, NY 12550

Project 22-003 Barone - Beekman Town Hall Exterio
 P.O. Box 876
 Highland, NY 12528

Project/Contract #
Payroll Number 1
For Week Ending 5/8/2022

Employee Name	SSN	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Pay		Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal State		Total Other Deduct	Total Net Pay	
				Mon	Tue	Wed	Thu	Fri	Sat	Sun		Hours	Hours							Rate	Tax			Tax
Dos Santos Jr, Hailton V 4 Farview Ave Unit 18 Danbury, CT 06810	xxx-xx-5677	Regular OC Rate	RT	8.00	8.00		6.00				22.00	22.00	37.09	815.98	0.00	13921	815.98	50.59	11.83	32.00	21.78	40.12	156.32	659.66
Hagen, Thomas 219 Elmendorf St Kingston, NY 12401	xxx-xx-6217	Regular OC Rate	RT	8.00	8.00	2.00	6.00			24.00	24.00	37.09	890.16	0.00	13922	890.16	55.19	12.91	49.00	36.77	43.06	196.93	693.23	

Certified Payroll Report

Contractor PITTMAN & BROWN INC.
227 S Plank Rd Post Box 1764
NEWBURGH, NY 12550

Project 22-003 Barone - Beekman Town Hall Exterio
P.O. Box 876
Highland, NY 12528

Project/Contract #
Payroll Number 5
For Week Ending 7/24/2022

Employee Name	SSN	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other Deduct	Total Net Pay	
				Mon 18	Tue 19	Wed 20	Thu 21	Fri 22	Sat 23	Sun 24														
Hagen, Thomas 219 Elmendorf St Kingston, NY 12401	xxx-xx-6217	Regular	OC Rate RT	4.00							40.00	4.00	37.09	148.36	0.00	13984	1,483.60	91.99	21.51	120.00	71.49	71.36	376.35	1,107.25



BUREAU OF PUBLIC WORK

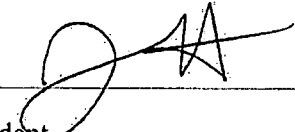
CASE ID #
PRC #
OFFICIAL USE ONLY

CERTIFICATION OF OFFICER OF CONTRACTOR OR SUBCONTRACTOR

I, Joseph Harrison, am an officer with the title
NAME OF OFFICER
of President in the firm of Pittman & Brown, Inc.
and am authorized by that firm to sign and swear to the validity and accuracy of the statements below:

(1) I pay or supervise the payment of laborers, workers and mechanics employed by
Pittman & Brown, Inc. on the Beekman Town Hall Exterior
project. During the payroll period commencing on the 18th day of July, 2022 and
ending the 24th day of July, 2022, all laborers, workers and mechanics employed on said
project were paid the wages and supplements recorded as earned on the attached payroll records. No
deductions have been made either directly or indirectly from the wages and supplements other than
deductions shown on the payroll records.

(2) The payroll records submitted for the above period and attached hereto are correct and
complete. The number of hours shown for each employee reflects the actual hours worked by that
employee. The classification shown for each employee is accurate and conforms with the work he or
she performed.

Signed 
Title of Officer President

Name of Firm Pittman & Brown, Inc.
Address 227 S Plank Rd Post Box 1764
Newburgh, NY 12550

ELIZABETH SKINNER
Notary Public, State of New York
No. 01SK6212310
Qualified in Orange County
Commission Expires October 13, 2025

Sworn to before me this
2nd day of August 2022


NOTARY PUBLIC OR OFFICIAL AUTHORIZED TO ADMINISTER OATHS

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE SIGNATORY OF
THIS CERTIFICATION AND CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.

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)

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



U.S. Wage and Hour Division

Rev. Dec 2008

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS	OMB No.: 1235-0008
Veith Electric LLC		130 Salt Point Turnpike, Ste 2 Poughkeepsie, NY 12603	Expires: 07/31/2024
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
1	04/24/2022	Beekman Town Hall	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # Ex	(3) WORK CLASSIFICATION	O T or S T	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				Mo	Tu	We	Th	Fr	Sa	Su				FICA	WITH-HOLDING TAX	STATE TAX	LOCAL TAX	OTHER		TOTAL DED.
				04/18	04/19	04/20	04/21	04/22	04/23	04/24				HOURS WORKED EACH DAY						
Denis J. Brophy 36 Terwilliger Rd. Hyde PARK, ny 12538 xxx-xx-7292	1	PW Elect. Dutchess/Ulster/Sullivan	O	0	0	0	0	0	0	0	0	105.38	1461.13							
			S	4.5	7	0	0	7	0	0	18.5	78.98	1461.13	111.78	200.56	73.05	0.00	0.00	385.39	1075.74
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

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 05/03/2022

I, Donald Veith President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Veith Electric LLC on the
(Contractor or Subcontractor)

Beekman-Town Hall that during the payroll period commencing
(Building or Work)

on the 18 day of April, 2022, and ending the 24 day of April
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
Veith Electric LLC from the
(Contractor or Subcontractor)

full 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:

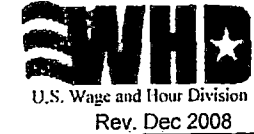
NAME AND TITLE Donald Veith President	SIGNATURE 
---	--

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.

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



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>	ADDRESS	OMB No.: 1235-0008
Veith Electric LLC	130 Salt Point Turnpike, Ste 2 Poughkeepsie, NY 12603	Expires: 07/31/2024
PAYROLL NO. 1	FOR WEEK ENDING 05/15/2022	PROJECT AND LOCATION
		Beekman Town Hall
		PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # Ex	(3) WORK CLASSIFICATION	O T or S T	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
				Mo	Tu	We	Th	Fr	Sa	Su				FICA	WITH-HOLDING TAX	STATE TAX	LOCAL TAX	OTHER		TOTAL DED.	
				05/09	05/10	05/11	05/12	05/13	05/14	05/15				HOURS WORKED EACH DAY							
Denis J. Brophy 36 Tenwilliger Rd. Hyde PARK, ny 12538 xxx-xx-7292	1	PW Elect. Dutchess/Ulster/Sullivan	O	0	0	0	0	0	0	0	0	117.29	312.76	23.93	14.64	6.85	0.00	0.00	45.42	267.34	
			S	4	0	0	0	0	0	0	4	78.19									312.76
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		

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)(i) 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 05/25/2022

I, Donald Veith President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Veith Electric LLC on the
(Contractor or Subcontractor)

Beekman Town Hall; that during the payroll period commencing
(Building or Work)

on the 09 day of May, 2022, and ending the 15 day of May,
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

Veith Electric LLC from the
(Contractor or Subcontractor)

full 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:

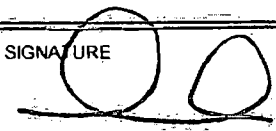
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-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	SIGNATURE
Donald Veith President	
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.	

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



U.S. Wage and Hour Division
Rev. Dec 2008

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS		OMB No.: 1235-0008
Veith Electric LLC		130 Salt Point Turnpike, Ste 2 Poughkeepsie, NY 12603		Expires: 07/31/2024
PAYROLL NO. 1	FOR WEEK ENDING 06/19/2022	PROJECT AND LOCATION Beekman Town Hall	PROJECT OR CONTRACT NO.	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # Ex	(3) WORK CLASSIFICATION	O T O F S T	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				Mo	Tu	We	Th	Fr	Sa	Su				FICA	WITH-HOLDING TAX	STATE TAX	LOCAL TAX	OTHER		TOTAL DED.
				06/13	06/14	06/15	06/16	06/17	06/18	06/19				HOURS WORKED EACH DAY						
Denis J. Brophy 36 Terwilliger Rd. Hyde PARK, ny 12538 xxx-xx-7292	1	PW Elect. Dutchess/Ulster/Sullivan	O	0	0	0	0	0	0	0	0	105.38	552.86	42.29	42.43	19.92	0.00	0.00	104.64	448.22
			S	0	0	0	0	7	0	0	7	78.98								
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

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 08/03/2022

I, Donald Veith President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Veith Electric LLC on the
(Contractor or Subcontractor)

Beekman Town Hall ; that during the payroll period commencing
(Building or Work)

on the 13 day of June, 2022, and ending the 19 day of June
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

Veith Electric LLC from the
(Contractor or Subcontractor)

full 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

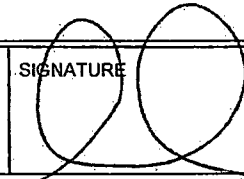
EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Donald Veith
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.

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)

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 <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
Veith Electric LLC		130 Salt Point Turnpike, Ste 2 Poughkeepsie, NY 12603		Expires: 07/31/2024	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION			PROJECT OR CONTRACT NO.
1	06/26/2022	Beekman Town Hall			

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # Ex	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			Mo	Tu	We	Th	Fr	Sa	Su				FICA	WITH- HOLDING TAX	STATE TAX	LOCAL TAX	OTHER		TOTAL DED.
			06/20	06/21	06/22	06/23	06/24	06/25	06/26										
Denis J. Brophy 36 Terwilliger Rd. Hyde PARK, ny 12538 xxx-xx-7292	1	PW Elect. Dutchess/Ulster/Sulli van	O	0	0	0	0	0	0	0	105.38	1145.21	87.61	131.06	54.57	0.00	0.00	273.24	871.97
			S	7.5	0	0	0	7	0	0	14.5	78.98							
			O																
			S																
			O																
			S																
			O																
			S																
			O																
			S																
			O																
			S																
			O																
			S																

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 08/03/2022

I, Donald Veith President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Veith Electric LLC on the
(Contractor or Subcontractor)

Beekman Town Hall ; that during the payroll period commencing
(Building or Work)

on the 20 day of June, 2022, and ending the 26 day of June
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

Veith Electric LLC from the
(Contractor or Subcontractor)

full 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

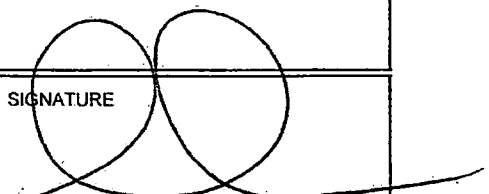
EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Donald Veith
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.

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

Date: January 3, 2023 *FINAL (DGK)*
Project: Town of Beekman Town Hall
Exterior Upgrades
Address: 4 Main Street
City: Poughquag, New York 12570
County: Dutchess
State: New York
Owner: Town of Beekman
Contractor: Barone Construction Group, Inc.

Contract Date:	<u>11/8/2022</u>
Contract Price:	<u>\$204,000.00</u>
Net Extras & Deductions:	<u>\$0.00</u>
Adjusted Contract Price:	<u>\$204,000.00</u>
Amount Previously Paid:	<u>\$177,650.00</u>
Current Payment Due:	<u>\$26,350.00</u>
Balance Due:	<u>\$0.00</u>

In the consideration of payment made by **TOWN OF BEEKMAN** to Barone Construction Group, Inc. for all work, labor, materials, equipment and services furnished through the period ending October 2022 and pursuant to Payment Application # 3 Final in connection with the project named above.

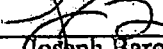
The **UNDERSIGNED** hereby releases the Contractor/Subcontractor listed above, through the date of this Partial Release and Waiver of Lien, from any and all claims and demands of every kind and character, including, but not limited to claims for labor and/or materials and/or equipment and/or additional 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 3rd day of January, 2023.

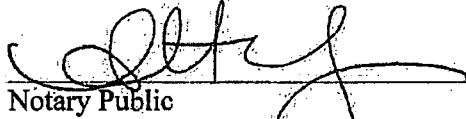
FINAL (DGK)
CONTRACTOR/SUBCONTRACTOR:

Signature: 
Print Name: Joseph Barone
Title: President

Revised to "FINAL" with permission from Joseph Barone via email 1/5/2023
by Daniel G. Koehler, P.E. as Town Engineer *(DGK)*

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

On this 3rd day of January, in the year 2023, before me personally came Joseph Barone, to me known, who, being by me duly sworn, did depose and say that he resides at Highland NY 12528, that he is the President of Barone Construction Group, 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

SAMANTHA WONG
Notary Public - State of New York
NO. 01W06271005
Qualified in Dutchess County
My Commission Expires Oct 29, 2024

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

FINAL DBK

Date: August 3, 2022
 Project: Town of Beekman Town Hall
Exterior Improvements
 Address: 4 Main Street
 City: Poughquag, New York 12570
 County: Dutchess
 State: New York
 Owner: Town of Beekman
 Contractor: Pittman & Brown, Inc.

Contract Date:	<u>4-27-22</u>
Contract Price:	<u>\$8,500.00</u>
Net Extras & Deductions:	<u>0</u>
Adjusted Contract Price:	<u>8,500.00</u>
Amount Previously Paid:	<u>\$8,075.00</u>
Current Payment Due:	<u>425.00</u>
Balance Due:	<u>\$0.00</u>

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

FINAL DBK

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.

FINAL DBK

IN WITNESS WHEREOF, the contractor or subcontractor named below has executed this Partial Release and Lien Waiver this 9 day of August, 2022.

FINAL DBK

* Associated with Barone Construction Group
 Pay Application # 3

CONTRACTOR/SUBCONTRACTOR:

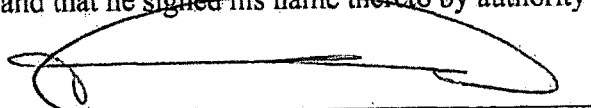
Signature:
 Print Name: Joseph Harrison
 Title: Pres.

Revised to "FINAL" with permission from Joseph Barone via email 1/5/2023
 by Daniel G. Koehler, P.E. as Town Engineer

DBK

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

On this 9 day of Aug, in the year 2022, before me personally came Joseph Harrison, to me known, who, being by me duly sworn, did depose and say that he resides at 227 South Plank Rd. Newburgh that he is the Pres. of the Pittman & Brown, 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

ROCIO ESTERRIPA MERA
Notary Public, State of New York
No. 01ES6237047
Qualified in Orange County
Commission Expires: 03/14/20 23

CONTRACTOR/SUBCONTRACTOR
PARTIAL RELEASE AND LIEN WAIVER

Date: <u>August 3, 2022</u>	Contract Date: <u>12/1/2021</u>
Project: <u>Town of Beekman Town Hall</u>	Contract Price: <u>\$2,400.00</u>
Address: <u>Exterior Improvements</u>	Net Extras & Deductions: <u>\$0.00</u>
City: <u>4 Main Street</u>	Adjusted Contract Price: <u>\$2,400.00</u>
County: <u>Poughquag, New York 12570</u>	Amount Previously Paid: <u>\$2,400.00</u>
State: <u>Dutchess</u>	Current Payment Due: <u>\$0.00</u>
Owner: <u>New York</u>	Balance Due: <u>\$0.00</u>
Contractor: <u>Town of Beekman</u>	
Contractor: <u>Veith Electric LLC</u>	

In the consideration of payment made by **TOWN OF BEEKMAN** to Barone Construction Group, Inc. for all work, labor, materials, equipment and services furnished through the period ending June 2022 and pursuant to Payment Application #1 * in connection with the project named above.

The UNDERSIGNED hereby releases the Contractor/Subcontractor listed above, through the date of this FINAL 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 FINAL Partial Release and Waiver of Lien.

IN WITNESS WHEREOF, the contractor or subcontractor named below has executed this FINAL Partial Release and Lien Waiver this 5th day of August, 2022.

CONTRACTOR/SUBCONTRACTOR:

Signature: [Signature]
Print Name: DONALD VEITH
Title: PRESIDENT

* Associated with Barone Construction Group
Pay Application #3

Revised to "FINAL" with permission from Joseph Barone via email 1/5/2023
by Daniel G. Koehler, P.E. as Town Engineer [Signature]

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

On this 8th day of Aug, in the year 2022, before me personally came Donald Veith, to me known, who, being by me duly sworn, did depose and say that he resides at 585 Violet Ave, Hyde Park, NY, 12538, that he is the President of the Veith Electric LLC, 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

Steven Parinello
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PA6226897
Qualified in Westchester County
Commission Expires August 16, 2022

Account#	Account Description	Fee Description	Qty	Local Share
	Marriage Lic.	MARRIAGE LICENSE FEE	7	122.50
	Misc Cash	Peddler's Permit	1	150.00
		Sub-Total:		\$272.50
A1255	Conservation	Conservation	86	448.66
	Marriage Lic.	MARRIAGE LICENSE FEE	71	1,242.50
	OTHER UNCLASSIFIED REVENUES	Xerox	230	392.50
		Sub-Total:		\$2,083.66
A1550	DOG REDEMPTION	Dog Redemption Fee	2	50.00
		Sub-Total:		\$50.00
A1603	Vital Statistics Fees	Certified Copies	437	4,485.00
		Sub-Total:		\$4,485.00
A2544	Dog Licensing	Replacement Tags	8	21.00
	Dog Licensing Fees	Exempt Dogs	5	0.00
		Female, Spayed	220	1,980.00
		Female, Unspayed	21	315.00
		Male, Neutered	194	1,791.00
		Male, Unneutered	30	450.00
		Sub-Total:		\$4,557.00
A2591	Peddling	Permits-Peddling	2	300.00
		Sub-Total:		\$300.00
Total Local Shares Remitted:				\$11,748.16
Amount paid to:	NYS Ag. & Markets for spay/neuter program			572.00
Amount paid to:	NYS Environmental Conservation			8,538.34
Amount paid to:	State Health Dept. For Marriage Licenses			1,755.00
Total State, County & Local Revenues:		\$22,613.50	Total Non-Local Revenues:	
			\$10,865.34	

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Lauren Abbantuono, Town Clerk, Town of Beekman, during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

_____ Supervisor	_____ Date	_____ Town Clerk	_____ Date
---------------------	---------------	---------------------	---------------

Dear Community Leader/Elected Official:

The New York State Department of Public Service (DPS) and Consumer Advocate are seeking public comment regarding alleged billing, meter reading, and customer service issues affecting customers of New York State Electric and Gas Corporation (NYSEG) and Rochester Gas and Electric Corporation (RG&E). NYSEG and RG&E (collectively, the Companies) serve customers in 46 counties in upstate and western New York.

To ensure full public participation, the Public Service Commission will hold virtual public forums on **January 31, 2023**, and in-person forums on **February 1, 7, and 8, 2023** to solicit input and comments from your community regarding the issues. Any person wishing to provide a comment at the virtual forum must pre-register electronically or call 1-800-342-3330 to register by phone. Speakers will be called in the order in which they registered. Any participant not able to log in to the forums electronically may participate by phone.

1:00PM Virtual Public Forum

6:00PM Virtual Public Forum

Login Instructions

The enclosed notice provides detailed information on how to participate in the forums and how to submit comments. Information regarding this matter, including a copy of the issues, can be found at www.dps.ny.gov. From the homepage, click on "Search," and enter the associated matter number (23-00068) in the "Search by Case Number" field.

I would appreciate your assistance with informing your constituents about the public forums and encouraging them to provide comments. It is the Commission's intent to facilitate and encourage active and meaningful participation throughout all its proceedings. We hope you will consider joining us.

Regards,

Richard Berkley

Consumer Advocate and Director

Office of Consumer Services