

Dated: January 25th, 2022 BEEKMAN TOWN BOARD MEETING- Meeting of the Beekman Town Board was called to order at 7:02PM with **Supervisor Mary Covucci presiding, all in favor AYE.** The Meeting was held at the Beekman Recreation Community Center. **THOSE PRESENT: SUPERVISOR MARY COVUCCI, COUNCILWOMAN SHARON WOHRMAN, COUNCILMAN WERNER STIEGLER, COUNCILMAN EZIO BATTAGLINI.** Supervisor Mary Covucci began the Meeting with the Pledge of Allegiance and a Moment of Silence in Honor of our troops who have served and those currently serving. Supervisor Covucci pointed out the Emergency Exits.

Supervisor Comments: SUPERVISOR COVUCCI, went over the AGENDA items for this evening. **Resolution NO. 01:25:22-10,** the Consultants fee is \$100.00 per hour and is the same as 2021. **Resolution NO. 01:25:22-25,** Councilwoman Wohrman made a friendly Amendment to correct the date of Veterans Day from November 10th to November 11th. **Resolution NO: 01:25:22-34** **Accepting the Resignation of Councilman Robert Swartz.** Supervisor Covucci, Bobby will definitely be missed and thanked him for his service to the Town. They Board wishes him all the best. **Resolution NO: 01:25:22-33** **Accepting the Resignation of Sarah Davis,** Supervisor Covucci thanked Sarah and wishes her well.

Written Comments: None

Public Comments on Agenda Items: Leonard Jerram Beyer Drive, Regarding Resolution #18 and #25 regarding the Standard Work Week and the week of November 7th. **Susan Glavich, Lime Mill Rd,** made a general comment regarding Resolution NO. 01:25:22-2, Renewal of Rules of Public Comment, she hopes that the Respect will go both ways, she also submitted a written statement to the Town Clerk Laureen Abbatantuono regarding mask wearing.

Public Comments: **Barbara Walsh Chelsea Cove,** made a comment regarding the Resignation of Councilman Swartz and mask wearing regulations.

General Board Comments:

SUPERVISOR COVUCCI MADE A MOTION to close the Town Board meeting AT 7:54PM, Seconded by COUNCILMAN STIEGLER All in Favor, AYE. RESPECTFULLY SUBMITTED by Town Clerk Laureen Abbatantuono February 4, 2022.

**BEEKMAN TOWN BOARD
REORGANIZATION MEETING AGENDA
JANUARY 25, 2022**

7:00 PM

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

REORGANIZATION TOWN BOARD MEETING

- Supervisor Comments
- Public comment on Agenda Items and Resolutions

RESOLUTIONS

1. Approval of December 15, 2021 Minutes
2. Renew Rules for Public Comment Periods at Town Board Meetings
3. Set Town Board Meeting Schedule for the year 2022
4. Acknowledge of Appointments for 2022
5. Designate Poughkeepsie Journal as Town of Beekman Official Newspaper
6. Town of Beekman Depositories for 2022
7. Signature Authorization on Depository Accounts for 2022
8. Authorize Town of Beekman Petty Cash Funds for 2022
9. Authorize Mileage Reimbursement at the IRS Rate for 2022
10. Agreement with the Town Financial Advisor
11. Town of Beekman Investment Policy for 2022
12. Appoint Emergency Chain of Command
13. Emergency Interim Successors for the Year 2022
14. Renewal Agreement with Fiscal Advisors and Marketing Inc. for Fiscal Advisory Services
15. Approve Renewal of Dutchess County SPCA Contract for Housing for the year 2022
16. Approve Renewal of Dutchess County SPCA Contract for Animal Control Services for the year 2022
17. Approve Renewal of Logically Data Contract for 2022
18. Designate Standard Work Week for 2022
19. Appoint Chairman of the Planning Board for 2022
20. Board appointments for 2022
21. Appointment of the Registrar & Deputy Registrar of Vital Statistics
22. Accept Insurance Proposal and Execute and Agreement for Liability Insurance Coverage for 2022
23. Board Appointments to the CAC for 2022

24. Renew Town of Beekman Procurement Policy
25. Designate Holidays for 2022
26. Salary and Wage Schedule for 2022
27. Authorize attendance at NYS Association of Towns Annual Meeting for 2022
28. Appoint the Town Attorney
29. Authorize the Highway Superintendent to end Uniform Contract
30. Approve Amendments to the Dutchess County Sheriff's Office Contract
31. Renewal of Contract with H.A. Schreck for Dover Ridge
32. Authorize Attendance at HVLSA for Maintenance Mechanic
33. Accept the Resignation of Sarah Davis
34. Accept the resignation of Robert Swartz
35. Approve Purchase of Copy Machine for the Supervisor's Office
36. Approve 2022 Beekman Rec Park Fees
37. Approve 2022 Beekman Rec Policies
38. Payment of Claims

- Other Town Board Business
- General Board Comments
- **Next Regular Town Board Meeting: Tuesday, February 8, 2022 at 7:00 PM**

***AGENDA SUBJECT TO CHANGE**

**RESOLUTIONS WERE NOT
AVAILABLE AT TIME OF
PUBLICATION**

RESOLUTION 01:25:22 - 1
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the December 15, 2021 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 adopts the minutes of the December 15, 2021 Town Board Meeting.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 2

**RE: RENEW RULES FOR PUBLIC COMMENT PERIODS AT TOWN OF BEEKMAN
TOWN BOARD MEETINGS**

BE IT RESOLVED, that the Town Board of the Town of Beekman hereby adopts the following rules of decorum for all periods of public comment at its Town Board meetings for the year 2022:

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

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

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

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION 01:25:22 - 3

RE: SET BEEKMAN TOWN BOARD MEETING SCHEDULE FOR THE YEAR 2022

BE IT RESOLVED, that the Regular Meetings of the Beekman Town Board will be conducted throughout the year 2022 at 7:00 PM, twice a month, on the second and fourth Tuesday of each month. The meetings will take place in the Meeting Room of the Beekman Town Hall, 4 Main Street, Poughquag, New York, unless otherwise noticed, and subject to renovation schedule, and

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

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

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22- 4
RE: ACKNOWLEDGEMENT OF APPOINTMENTS FOR THE YEAR 2022

BE IT RESOLVED, that the Town Board of the Town of Beekman does hereby acknowledge the following appointments for the year 2022:

- Councilwoman Sharon Wohrman as Deputy Supervisor
- Amy Goetz as Deputy Town Clerk

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION 01:25:22 - 5
RE: DESIGNATE POUGHKEEPSIE JOURNAL AS TOWN OF BEEKMAN OFFICIAL
NEWSPAPER FOR THE YEAR 2022

BE IT RESOLVED, that the Town Board of the Town of Beekman does hereby designate the POUGHKEEPSIE JOURNAL as the official newspaper for the Town of Beekman for the year 2022.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 25, 2022

R RESOLUTION 01:25:22 - 6
RE: DESIGNATION OF DEPOSITORIES FOR THE YEAR 2022

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

NOW, THEREFORE, BE IT

RESOLVED, that any commercial bank conducting business within the State of New York shall be designated as depositories for the Town of Beekman in which monies may be deposited and invested for the year 2022.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 7
RE: SIGNATURE AUTHORIZATION ON DEPOSITORY ACCOUNTS FOR THE YEAR
2022

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

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

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

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 8

RE: AUTHORIZE TOWN OF BEEKMAN PETTY CASH FUNDS FOR THE YEAR 2022

WHEREAS, various Town Departments maintain petty cash funds; and

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

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

Town Clerk	\$ 300.00
Parks & Recreation	\$ 550.00
Supervisor	<u>\$ 50.00</u>
GENERAL FUND TOTAL	\$900.00

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 9
RE: AUTHORIZE MILEAGE REIMBURSEMENT AT THE IRS RATE FOR THE YEAR
2022

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

NOW, THEREFORE, BE IT

RESOLVED, that compensation for mileage will be paid at the applicable IRS 2022 rate (58.5 cents per mile) on out of Town business, subject to prior authorization of the Town Board, excepting the Assessor, who will be compensated for in Town mileage while utilizing their privately owned and insured vehicles for the performance of the duties of their office, and upon submission of the appropriate voucher and upon review, and approval by the Town Supervisor and/or the Town Bookkeeper, as the case may be, and

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

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

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILWOMAN

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 10
RE: APPROVING THE RE-APPOINTMENT OF THE FINANCIAL SERVICES
CONSULTANT

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Beekman does hereby reappoint Thomas M. Carey as the Financial Services Consultant and extend the term of his contract until December 31, 2022; and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to execute a Consulting Agreement with Mr. Carey for the year 2022 in substantially the same form and substance as attached hereto, and

BE IT FURTHER RESOLVED, that all requests for payment pursuant to the approved contract shall be submitted by the Consultant via a signed and itemized voucher to be audited and approved by the Town of Beekman Bookkeeper.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 -11
RE: RESOLUTION RENEWING THE TOWN OF BEEKMAN INVESTMENT POLICY

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town's Investment Policy dated April 27, 2021 will be renewed for 2022.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 12
RE: APPOINT EMERGENCY CHAIN OF COMMAND FOR THE YEAR 2022

BE IT RESOLVED, the Town Board of the Town of Beekman does hereby appoint the following individuals as the Emergency Chain of Command for the year 2022:

1. Supervisor Mary Covucci
2. Councilwoman Sharon Wohrman
3. Town Clerk Laureen Abbatantuono

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 13
RE: EMERGENCY INTERIM SUCCESSORS FOR THE YEAR 2022

BE IT RESOLVED, that the Town Board of the Town of Beekman does hereby appoint the following individuals as Emergency Interim Successors for the year 2022, as requested by Dutchess County Department of Emergency Response, and does hereby specify their rank in order of succession as listed, the following individuals:

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

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 14

RE: RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO EXECUTE A RENEWAL AGREEMENT WITH FISCAL ADVISORS AND MARKETING, INC FOR FISCAL ADVISORY SERVICES FOR FISCAL YEAR 2022

WHEREAS, the Town of Beekman Bookkeeper has reviewed and recommended a renewal contract with Fiscal Advisors and Marketing, Inc for 2022 to provide Fiscal Advisory Services for the Town of Beekman; and

BE IT RESOLVED, that the Town of Beekman may, in its discretion, utilize the services of the Attorney to the Town for bonding work, or contract with other Bond Counsel, on an as needed basis;

NOW, THEREFORE, BE IT

RESOLVED, the Town Board of the Town of Beekman hereby authorizes the Town Supervisor to execute the necessary agreement with Fiscal Advisors and Marketing, Inc. for Fiscal Advisory Services for Fiscal Year 2022, and

BE IT FURTHER RESOLVED, that all requests for reimbursement based on hourly rates pursuant to the approved fee schedule shall be submitted via a signed and itemized voucher, to be audited and approved, by the Town of Beekman Bookkeeper.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION 01:25:22 - 15

RE: APPROVE RENEWAL OF DUTCHESS COUNTY SPCA CONTRACT FOR HOUSING ANIMALS FOR FISCAL YEAR 2022

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into an agreement, as attached, with Dutchess County SPCA to house, shelter, and care for stray dogs in the Town of Beekman.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION 01:25:22 - 16

RE: APPROVE RENEWAL OF DUTCHESS COUNTY SPCA CONTRACT FOR ANIMAL CONTROL SERVICES FOR THE YEAR 2022

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

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

WHEREAS, in order to comply with the Agricultural and Markets Law, the Town is desirous to renew their agreement with the Dutchess County SPCA for Animal Control Services;

NOW, THEREFORE, BE IT

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

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 17
RE: APPROVE RENEWAL OF LOGICALLY DATA CONTRACT

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

WHEREAS, the current contract is set to expire December 31, 2021; and

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

WHEREAS, the Town Board of the Town of Beekman is desirous in renewing the contract with Logically Data for the purpose of network support and service for 2022;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to sign the attached contract with Logically Data for the year 2022.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 18

RE: THE TOWN BOARD ESTABLISHING THE STANDARD WORK WEEK FOR THE YEAR 2022

BE IT RESOLVED, that the Town Board of the Town of Beekman hereby designates the following as the standard work week for the Town of Beekman for the year 2022:

Town Hall	Monday – Thursday: 8:00 a.m. to 4:45 p.m. For the months of January thru June. This will be reviewed
Recreation Department	Monday – Friday: 9:00 a.m. to 4:00 p.m.
Maintenance Department	Monday – Friday: 8:00 a.m. to 4:00 p.m.
Town Court	Monday – Thursday: 8:00 a.m. to 4:45 p.m. For the months of January thru June. This will be reviewed.
Highway	In accordance with Collective Bargaining Agreement
Summer Schedule -	Monday – Thursday: 6:00 a.m. to 4:30 p.m.
Winter Schedule -	Monday – Friday: 8 consecutive hours

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

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 19
RE: BOARD APPOINTMENTS

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Beekman Town Board does hereby designate and reappoint John Frustace as Chairman of the Town of Beekman Planning Board for 2022; 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: SUPERVISOR COVUCCI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 20
RE: BOARD APPOINTMENTS

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Beekman Town Board does hereby reappoint Peter Poltrack as a member to the Town of Beekman Planning Board for a term to expire December 31, 2026; and

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

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

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 21
RE: APPOINTMENT OF THE REGISTRAR & DEPUTY REGISTRAR OF VITAL
STATISTICS

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

RESOLVED, that the following appointments for the year 2022 are hereby authorized and approved:

Registrar of Vital Statistics

Town Clerk \$ 1,508.00 Annual Salary

Deputy Registrar of Vital Statistics

Deputy Clerk \$ 520.00 Annual Salary; and

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

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 22

RE: ACCEPT INSURANCE PROPOSAL AND EXECUTE AN AGREEMENT FOR LIABILITY INSURANCE COVERAGE FOR THE TOWN OF BEEKMAN THROUGH NEW YORK MUNICIPAL INSURANCE RECIPROCAL (NYMIR) FOR THE POLICY PERIOD JANUARY 1, 2022 TO DECEMBER 31, 2022

WHEREAS, the insurance proposal was reviewed by the Town Supervisor and the Bookkeeper and it was determined that the policy offered through NYMIR provided the insurance coverage and premium costs that were acceptable to the Town of Beekman and that there is sufficient money budgeted in the Town's 2022 budget to provide for said insurance coverage; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Beekman does hereby authorize the Town Supervisor to execute all documents required to provide insurance coverage to the Town of Beekman through New York Municipal Insurance Reciprocal (NYMIR) for the policy term January 1, 2022 through December 31, 2022.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 25, 2022

**RESOLUTION NO. 01:25:22 - 23
RE: BOARD APPOINTMENTS**

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Beekman Town Board does hereby make the following appointments;

Cliff Schwark	to the CAC with a term to expire December 31, 2023
Karen Anewalt	to the CAC with a term to expire December 31, 2023
Gayle O'Donnell	to the CAC with a term to expire December 31, 2023
Rich Brown	to the CAC with a term to expire December 31, 2023
Katie Whittaker	to the CAC with a term to expire December 31, 2022; and

BE IT FURTHER RESOLVED, that the Town of Beekman Town Board does also hereby designate and reappoint Cliff Schwark as the Chairman of the Town of Beekman CAC for 2022, and 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 STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 – 24
RE: RENEW THE PROCUREMENT POLICY

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Beekman does hereby renew the Town of Beekman's Procurement Policy for 2022.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 25
RE: DESIGNATE HOLIDAYS FOR THE YEAR 2022

BE IT RESOLVED, that the Town of Beekman establish the following holidays for the year 2022; and

New Year's Day	January 3, 2022
Martin Luther King Day	January 17, 2022
Presidents' Day	February 21, 2022
Memorial Day	May 30, 2022
Juneteenth	June 20, 2022
Independence Day	July 4, 2022
Labor Day	September 5, 2022
Columbus Day	October 10, 2022
Election Day	November 8, 2022
Veterans Day	November 11, 2022
Thanksgiving Day	November 24, 2022
Christmas Day	December 26, 2022

And, **BE IT FURTHER RESOLVED**, that the total number of paid hours for a 35 hour work week employee will equal 91 and the total number of paid hours for a 40 hour a week employee will be 104.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler	ABSTAIN
Councilman Battaglini	AYE
Councilman Swartz	ABSENT
Councilwoman Woehrman	AYE
Supervisor Covucci	AYE

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 26
RE: SALARY AND WAGE SCHEDULE FOR THE YEAR 2022

WHEREAS, the Town Board is authorized to set salaries and wages;

NOW, THEREFORE, BE IT RESOLVED
that the salaries for employees of the Town for the year 2022 are as follows:

Deputy Supervisor	\$1,950.00
Deputy Town Clerk	\$24.43 per hour
Typist: Planning/Zoning Boards	\$16.43 per hour
Bookkeeper	\$34.00 per hour
Building Inspector II	\$37.84 per hour
Account Clerk (Payroll/HR)	\$24.00 per hour
Record Clerk	\$21.50 per hour
Recreation Director	\$60,484
Recreation Assistant/Assistant to the Recreation Director	\$17.44 per hour
Recreation Assistant/Activity Coordinator – Senior Program	\$22.92 per hour
Recreation Assistant/Activity Supervisor – Senior Program	\$17.15 per hour
Secretary to the Superintendent of Highway	\$17.44 per hour
Deputy Highway Superintendent	\$ 0.00 per Diem
Seasonal Heavy Motor Equipment Operator	\$23.42 per hour
Seasonal Motor Equipment Operator	\$22.42 per hour

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 27
RE: AUTHORIZING ATTENDANCE AT THE NEW YORK
STATE ASSOCIATION OF TOWNS ANNUAL MEETING & TRAINING SCHOOL TO BE
HELD FEBRUARY 20th, TO FEBRUARY 22, 2022

BE IT RESOLVED, that the Town Supervisor or her appointee is hereby authorized to attend the New York State Association of Towns Annual Meeting & Training School to be held in February of 2022 and to cast one vote for the Town of Beekman at the meeting; and

BE IT FURTHER RESOLVED, that the Town of Beekman Town Board does also hereby authorize the attendance of the Town Bookkeeper, Payroll Clerk, Account Clerk, Town Clerk, Deputy Town Clerk, Town Board Members, Building Zoning Secretary, and Justice Clerks to attend in addition to the Town Supervisor to, attend the New York State Association of Towns Annual Meeting & Training School to be held February 20th, to February 22, 2022, pending review and approval of the Town Supervisor in conjunction with the Association of Towns scheduled workshop agenda.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 28

RE: APPOINTMENT OF TOWN ATTORNEY FOR THE YEAR 2022

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

BE IT RESOLVED, that Wallace & Wallace, 85 Civic Center Plaza, Suite LL3, Poughkeepsie, NY, 12601 be retained as the Attorney to the Town of Beekman for professional services consistent with the scope of professional services in accordance with Chapter 3 of the Town Code for the Town of Beekman at the annual fee of \$55,000; and be it further

RESOLVED, that the Town Board hereby continues to retain Wallace & Wallace.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 29

RE: AUTHORIZING THE HIGHWAY SUPERINTENDENT TO END CONTRACT WITH UNIFIRST

WHEREAS; the Town of Beekman Highway Superintendent is desirous to terminate the contract with the uniform company that currently supplies work uniforms to the highway department employees; and

WHEREAS, the contract requires that the Superintendent of Highways send a registered letter to UniFirst stating their desire to end the contract;

NOW, THEREFORE, BE IT RESOLVED,

that the Town Board of the Town of Beekman hereby authorizes the Superintendent of Highways to send a registered letter to UniFirst for the purpose of ending their contract for work uniforms.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22-30
RE: APPROVE AMENDMENTS TO DUTCHESS COUNTY SHERIFF'S OFFICE
CONTRACT

WHEREAS, an agreement between the Dutchess County Sheriff's Office and the Town of Beekman was approved on January 28, 2004; and

WHEREAS, the Town Board is desirous in continuing the Dutchess County Sheriff's Department to provide police protection over and above the police protection budgeted and allocated for the Town, including security services at Town Court; and

WHEREAS, the Dutchess County Sheriff's Office has proposed amendments as per the attached 2022 Administrative Fee Schedule;

NOW, THEREFORE, BE IT

RESOLVED, that the town Board authorizes the proposed amendments between Dutchess County and the Town of Beekman as per the attachments.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 31
RE: APPROVE RENEWAL OF CONTRACT WITH H. A. SCHRECK

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 2022 beginning in February 2022 thru February 2023.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 – 32

RE: AUTHORIZE ATTENDANCE AT HVLSA FOR MAINTENANCE MECHANIC

WHEREAS; the Hudson Valley Leisure Services Association (HVLSA) is a networking group of Parks and Recreation Professionals and Supporters from Orange, Ulster, Rockland, Dutchess, Sullivan, and Putnam Counties that meets once a month; and

WHEREAS, HVLSA has now created a specific track for Parks Maintenance Personnel at the monthly meetings to share ideas, methods, maintenance schedules and practices; and

WHEREAS, HVLSA has created a Special Deluxe Membership Discount to attract new members at a rate of \$40 for the remaining 5 meetings of the 2021-2022 year; and

WHEREAS, the Town believes the new Head of Maintenance could benefit from the information shared at these meetings;

NOW, THEREFORE, BE IT

RESOLVED that Andrew Cole is authorized to participate and attend the 5 remaining meetings of the HVSLA.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 – 33

**RE: ACCEPT THE RESIGNATION OF SARAH DAVIS AS A MEMBER OF THE TOWN
OF BEEKMAN ZONING BOARD OF APPEALS**

BE IT RESOLVED, that the Town of Beekman Town Board does hereby accepts the resignation of Sarah Davis as a member of the Town Of Beekman Zoning Board of Appeals effective December 31, 2021; and

BE IT FURTHER RESOLVED, that the Town of Beekman Town Board wishes to thank Sarah Davis for her past service as a member of the Town of Beekman Zoning Board of Appeals.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 – 34
RE: ACCEPT THE RESIGNATION OF ROBERT SWARTZ AS A MEMBER OF THE
TOWN BOARD OF THE TOWN OF BEEKMAN

BE IT RESOLVED, that the Town of Beekman Town Board does hereby acknowledge and accept the resignation of Robert Swartz as a member of the Town Of Beekman Town Board effective December 23, 2021; and

BE IT FURTHER RESOLVED, that the Town of Beekman Town Board wishes to thank Robert for his past service to the Town and wishes him well in the future.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 – 35
RE: APPROVE PURCHASE OF COPY MACHINE FOR SUPERVISOR'S OFFICE

WHEREAS, the copier in the Supervisor's office is in need of repair and it was determined that the cost of repair is prohibitive due to the age of the machine; and

WHEREAS, the price of new copier was determined to be \$650; and

WHEREAS, the Town follows the Procurement Policy passed on 9:17:2014;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to purchase a new printer/copier from Intone with a price not to exceed \$650.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 -36
RE: APPROVE 2022 BEEKMAN REC PARK FEE SCHEDULE

WHEREAS, the Recreation Director has proposed the attached fee schedule for the 2022 season; and recommended its adoption to 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 2022 Recreation fees proposed by the Recreation Director as attached hereto.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 -37
RE: APPROVE 2022 BEEKMAN REC FACILITIES POLICY

WHEREAS, the Recreation Director has proposed the attached Facilities policy for the 2022 season; and recommended its adoption to the Town Board; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Beekman Town Board hereby adopts the 2022 Recreation Facilities Policy proposed by the Recreation Director as attached hereto.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: January 25, 2022

RESOLUTION NO. 01:25:22 - 38
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	\$ 199,546.51
Claims to be paid from the DA-Highway Fund	\$ 86,699.85
Claims to be paid from the SS – Dover Ridge Sewer	\$ 12,010.37
Claims to be paid from the SW – Dover Ridge Water	\$ 2,972.29
Claims to be paid from the T-Trust & Agency Fund	<u>\$ 9,903.36</u>
<u>Claims to be paid from the H-Capital Fund</u>	<u>\$ 67,053.83</u>
	<u>\$ 378,186.21</u>

12/23/2021 Payroll #26

General Fund	\$ 31,429.58
Highway Fund	<u>\$ 26,267.12</u>
	<u>\$ 57,696.70</u>

01/06/2022 Payroll #01

General Fund	\$ 29,686.71
Highway Fund	<u>\$ 22,443.19</u>
	<u>\$ 52,129.90</u>

01/20/2022 Payroll #02

General Fund	\$ 40,309.94
Highway Fund	<u>\$ 35,231.88</u>
	<u>\$ 75,541.82</u>

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	ABSTAIN
Councilman Swartz	ABSENT
Councilwoman Wohrman	AYE
Supervisor Covucci	AYE

Dated: January 25, 2022

RULES FOR PUBLIC COMMENT PERIODS AT TOWN BOARD MEETINGS

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

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

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

**TOWN OF
BEEKMAN,
NEW YORK**



**INVESTMENT
POLICY**

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

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A. SCOPE

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

B. OBJECTIVES

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

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

C. DELEGATION OF AUTHORITY

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

D. PRUDENCE

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

E. DIVERSIFICATION

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

F. INTERNAL CONTROLS

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

F. INTERNAL CONTROLS (cont'd)

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

G. DESIGNATION OF DEPOSITORIES

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

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

H. COLLATERALIZING OF DEPOSITS

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

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

I. SAFEKEEPING AND COLLATERALIZATION

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

J. PERMITTED INVESTMENTS

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

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

J. PERMITTED INVESTMENTS (cont'd)

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

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

K. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

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

L. PURCHASE OF INVESTMENTS

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

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

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

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

APPENDIX A

M. SCHEDULE OF ELIGIBLE SECURITIES

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



FISCAL ADVISORS & MARKETING, INC.

Municipal Advisors to Local Governments

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement ("Agreement"), entered into as of January 2, 2021 ("Effective Date"), is between the Town of Beekman, Dutchess County, New York ("Client") and Fiscal Advisors & Marketing, Inc. ("Fiscal Advisors") (collectively referred to herein as the "Parties").

Client agrees to hire Fiscal Advisors and Fiscal Advisors agrees to act as financial advisor to the Client to provide services relating to the issuance of Bond/Revenue/Tax Anticipation Notes, Serial Bonds, Leases, Refunding Serial Bonds, Budget Notes, Deficiency Notes, Short- and/or Long-term financings through the New York State Environmental Facilities Corporation ("MNYSEFC"), and other prospective borrowings, as requested (the "Securities"), pursuant to the terms of this Agreement:

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

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

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

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

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

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

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

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

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

**FISCAL ADVISORS
& MARKETING, INC.**

By: Mary B. Covucci

By: Beth A. Ferguson

Signature: Mary B Covucci

Signature: Beth A. Ferguson

Title: Supervisor

Title: Vice President

APPENDIX A – SERVICES

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

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

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

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

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

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

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

13. REQUEST FOR PROPOSALS FOR SERVICE PROVIDERS. Fiscal Advisors will prepare a request for proposal for the selection of Senior Managing Underwriter to perform underwriting services as required for the Issuance.

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

15. NYSEFC. Fiscal Advisors shall perform the following, as applicable:

- a. Review project budget and recommend amount to borrow for interim financing.
- b. Coordinate and review Loan/Closing documents (NYS EFC Exhibits).
- c. Prepare proposed repayment schedule for Client and calculate principal payment due in short-term financing for budgeting purposes.
- d. Participate in conference calls as necessary.
- e. Assist with any NYSEFC reporting.
- f. Meet with Local Officials and Agency Representative to coordinate funding and project initiatives.

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

APPENDIX B – FEE SCHEDULE ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾

<u>SERVICE</u>	<u>FEES</u>
SHORT-TERM FINANCINGS:	
Bond, Revenue, and Tax Anticipation Notes, Etc.	
Par amount:	
Up to \$1,000,000 (Notice of Sale)	\$3,500
\$1,000,001 to \$5,000,000 (Official Statement)	\$4,650
<i>(Note fee increases based on size - \$275 per every \$1 million above \$5 million)</i>	
LONG-TERM FINANCINGS:	
Serial Bonds ⁽⁵⁾, Energy Performance Contracts, Etc.	
Par amount:	
Up to \$1,000,000 (Notice of Sale)	\$4,500
\$1,000,001 to \$5,000,000 (Official Statement)	\$8,900
<i>(Bond fee increases based on size - \$500 per every \$1 million above \$5 million)</i>	
Refunding Serial Bonds ⁽⁵⁾	
Par amount:	
Up to \$5,000,000	\$19,500
<i>(Bond fee increases based on size - \$1,000 per every \$1 million above \$5 million)</i>	
HOURLY FEE:	\$175
CONTINUING DISCLOSURE:	
Annual Continuing Disclosure	\$2,250
Material Event Notices	\$500

Notes:

- ⁽¹⁾ Actual Fees will be based on actual work performed: Fees may be affected by additional hourly fees charged for additional services specifically requested by the Client.
- ⁽²⁾ This fee schedule is proprietary information provided to the Client only; It is not for dissemination.
- ⁽³⁾ Fees may adjust yearly based on Consumer Price Index (CPI) beginning January 1, 2022, and annually thereafter.
- ⁽⁴⁾ The fees shown above are only for the services provided by Fiscal Advisors. The Client will also incur charges from (including, but not limited to) Bond Counsel, Rating Agency (as applicable), and Premier Printing, Inc. for printing/ mailing services and publication of Preliminary Official Statement and/or Notice of Sale.

APPENDIX C - DISCLOSURE OF CONFLICTS OF INTEREST

OTHER MATERIAL CONFLICTS OF INTEREST

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

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

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

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

VARIOUS FORMS OF COMPENSATION

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

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

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

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

in which case there may be additional conflicts of interest, as described below.

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

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

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

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

REQUIRED REGULATORY DISCLOSURES

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

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

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

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

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

January 24, 2022

Honorable Mary Covucci

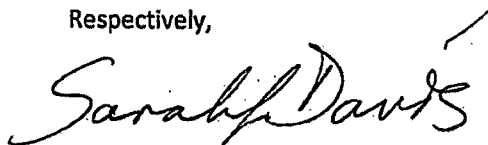
Town Board Members

Town of Beekman

4 Main Street Poughquag

Effective immediately I am resigning as a Member of the Zoning Board of Appeals. I have relocated and no longer live in Beekman. I have enjoyed my 22 years on the Board immensely and am happy I was able to serve my community in this position.

Respectively,

A handwritten signature in cursive script that reads "Sarah J. Davis". The signature is written in black ink and is positioned below the word "Respectively,".

Sarah J. Davis

Laureen Abbatantuono

From: Robert Swartz
Sent: Monday, January 24, 2022 1:01 PM
To: Laureen Abbatantuono
Cc: Supervisor; Sharon Wohrman; Werner Stiegler; Ezio Battaglini
Subject: Resignation from town board

Laureen Abbatantuono,
Town Clerk

As the dust settles on my personal life the time has come for me to submit my letter of resignation from the town board, effective December 23, 2021. It has been both a privilege and an honor to not only serve the people of the town of Beekman but also this board. I have never seen or heard of a board that has worked so hard to do the right thing for the people of Beekman. I have enjoyed my time immensely and hope my replacement enjoys the same. My timing is horrible, and I regret this, but it could not be helped. Things happened very quickly for me in a manner that I did not believe it could, so please understand and accept my apologies. I wish everyone happiness and health in all that is to come. Any monies received after December 23, will be refunded to the town as they should be.

Warmest Regards,

Robert Swartz

Thomas M. Carey Consulting Agreement

This Consulting Agreement (the "Agreement") is entered into this 1st Day Of January 2021 by and between Thomas M. Carey, an individual, ("Consultant") and the Town Of Beekman, in Dutchess County, New York (the "Client").

RECITALS

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

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

NOW, THEREFORE, the parties hereby agree as follows:

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

2. Consideration.

A. RATE. In consideration for the Consulting Services to be performed by Consultant under this Agreement, the Client will pay Consultant at the rate of \$ 100 per hour from January 1, 2021 to December 31, 2021 to be paid by Voucher Check. Consultant shall submit signed a signed Voucher form with written signed reports for the time spent on and off sight performing Consulting Services, itemizing in reasonable detail the dates on which services were performed, the number of hours spent on such dates and a brief description of the services rendered. The Client shall pay Consultant the amounts due pursuant to submitted reports within 15 days after such reports are received by the Client.

B. EXPENSES. Additionally, the Client will pay Consultant for all of the following expenses incurred while the Agreement between Consultant and the Client exists: (a) travel expenses to and from special work sites other than Town Hall (including parking and tolls); (b) meal expenses; (c) administrative expenses; and (d) lodging Expenses if work demands overnight stays. Consultant shall submit written documentation and receipts where available itemizing the dates on which expenses were incurred. The Client shall pay Consultant the amounts due pursuant to submitted reports within 15 days after a report received by the Client.

3. Independent Contractor. Nothing herein shall be construed to create an employer-employee relationship between the Client and Consultant. Consultant is an independent contractor and not an employee of the Client or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood the release of that information could reasonably be expected to cause harm to the Client.

4.2 Non-Disclosure Requirement. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information, which Consultant has obtained, except as authorized by the Client or as required by law.

obligation of confidentiality will apply during the term of this Agreement and will end on the termination of this Agreement except in the case of any Confidential Information, which is a trade secret in which case those obligations will last indefinitely.

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

5. Term. This Agreement will begin on the date of this Agreement and will remain in full force and effect until December 31, 2021, subject to earlier termination as provided in the Agreement. The term of this Agreement may be extended by written consent of the parties. In the event that either party wishes to terminate this Agreement prior to December 31, 2021, that party will be required to provide thirty (30) days written notice to the other party.

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

1. Notices to Consultant: Thomas Carey, 19989 Sandy Bottom Circle, Unit #706,
Rehoboth Beach, Delaware, 19971
2. Notices to the Client: Town Of Beekman, 4 Main St., Poughquaq, N. Y. 12570

7. Miscellaneous.

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

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

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

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

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

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

[CLIENT:]

TOWN OF BEEKMAN

May B. Covacci Supervisor

By: NAME, TITLE

[CONSULTANT:]

Thomas M. Carey

By: Thomas M. Carey



Beekman Recreation and Parks 2022 Fees draft

RECREATION & PARKS	Member	Resident ^{*14}	Non-Resident ^{*11}
Family ^{*2 *5 *12} Waterfront Membership	DNA	\$140 ¹	\$425
Individual Waterfront Membership ^{*10 *12} Must be 13 or older	DNA	\$70	\$ 225
Group Weekend Pass only ^{*2 *16} Does not include any discounts; not a membership and limit the # sold	DNA	\$225	
Season UNNAMED Guest Pass ^{*12} (Be affiliated with a Family Membership)	DNA	\$70	\$200/season until May 1, then \$225
Beach Guest Passes ^{*15} (for non-members who come with a member)	DNA	\$6/day w/ member 4 and under free ^{*19}	\$6/day w/ member 4 and under free ^{*19}
Beach Day Pass (for non-members who come without a member)	DNA	\$10 4 and under free ^{*19}	\$15 Ages 0-100 charged
Group Swim Lessons ^{*7 *8} ½ hour long, 5days/wk/2wks	\$40 ⁴	\$50	\$80
Private Swim Lessons ^{*9} ½ hour, one time ^{*9}	\$30	\$40	\$50
Swim Team ^{*7 *8}	\$40	\$50	\$65
Mini Golf ^{*18}	\$2	\$3	\$5
CORCL Rental per ½ hour	\$3	\$4	\$5
Weekday Evening Parties ^{*20} Select summer dates, 6-8pm, swim or golf	\$100	\$125	\$150
Full-Day Day Camp two week sessions ^{*7 *13 *21} 9am - 4pm		\$340	\$450
LIT ^{*6 *13 *21}		\$300	\$400
CIT ^{*6 *13 *21}		\$250	\$350
RI ^{*13 *21} Not to be offered in 2022		\$200	\$300
Family Fun Campfire Nights ^{*3}		Free	\$5
Dance Night		Free	\$5
Family Events (Seasonal) Egg Hunt, , Fall Festival, & Snowflake Spectacular ^{*3}		Free	\$10 in advance, \$15/each
Friday Night Youth Programs (sporadic)		\$10	\$15
Senior Exercise, and any other classes ^{*17}		Free	\$5/day new NR & NS \$3/day grandfathered NR & NS
Chair Yoga		Free	No NR or NS
Senior Trips		Free	\$15 new NR & \$20 NS \$10 grandfathered NR & NS
Senior Center ^{*17}		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		Fee	Not permitted
Intertown Coed Adult Beach Volleyball		\$30	\$30
Ladies Night Out Crafts		Charge to cover costs	Add \$5
Ski Club Membership ^{*2}		\$30	\$40
Dog Park Membership		\$45	\$90
Park Peddler's Permit		\$250	\$250
Program Change Fee		\$10	\$10
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: "Family" is defined as "parent guardians and unmarried children under 24 years of age living permanently in the residence"
- *3: 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.
- *4: Level 1 Swim class fee will be waived for resident members
- *5: 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 Waterfront Membership.
- *6. Counselor Apprentices (CAs) from 2021 get \$100 off
- *7. 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.
- *8. 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.
- *9. Private lessons will be rescheduled for inclement weather as determined by Rec staff.
- *10. Town employees get free Individual Waterfront Membership.
- *11. Non-resident Town employees get individual Resident rates.
- *12. Fees drop to ½ price on August 15 each year.
- *13. Late pick-up fee of \$1/minute after 2 10 minute grace periods.
- *14. Annual proof of residency must be shown in the form of a photo ID and a utility bill for the adults in the household, and report cards or other identifying information for the children.
- *15. Beach members can bring Military Families as guests, at no charge. The family member must present a Military ID.
- *16. Limited to a family group of 4. Each additional person is \$60; non-resident youth are the same price as adult non-residents.
- *18. Group rate for renters of the Community Center, Pavilion or Beach is \$1.50/person
- *17. Quarterly fee calculated based on rates here; collected quarterly; no refunds or credits for not attending
- *19. Residents are limited to no more than 3 free youth 4 & under, per resident adult.
- *20. Capped at 25 participants
- *21. Must have current year Camp Membership PRIOR to registering for camp

Event Vendor Fees

Booth/Vendor Spaces

- \$30 for a non-food 17x17 outdoor space
- \$0 for a Food Truck at events other than Community Day
- 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/ Authorized Youth* Leagues	If 75% or more of players Beekman residents not in Authorized Youth Leagues	All others
Fields*** for Games	\$4,000 for season****	\$20/hr -2hr min	\$35/hr - 2 hr min.
Fields*** with lights**		\$50/hr - 2 hr min	\$65/hr - 2 hr min
Tennis Courts	No Charge	\$20/hour	\$50/hour
Basketball Courts	No Charge	\$20/hour	\$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
- For 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. The Tournament Applicant:
 - 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
 - League will be charged for Town staff if additional staff is needed for a particular event to run smoothly
- Any group 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.
- Groups will be fined for leaving litter at a rate of \$50/hour of clean-up
- All organizations must have a COI on file in accordance with Part F.

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

****Leagues that leave the lights on overnight will be charged \$30/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 designated "recreational" Youth Leagues serving Beekman youth at a rate of 75% or greater:**

- If Youth Group Non-resident registration exceeds 25% then the group will no longer be seen as a predominantly a 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.
- The Rec Office will provide a chart indicating which age groups can practice and play on which fields.
- Games will take priority over practices.
- The Youth Leagues will make up a season schedule around the Black-out dates, respecting the field assignment chart, and 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
- When the Rec Office receives requests from Other Leagues or Travel Teams, those requests will be checked against the respective Youth League's submitted schedule. If there is an open field/gym, the Youth League Designated Contact will be emailed to confirm the availability and given a 48 hour courtesy period to respond. If there is no response the Other League/Travel Team request will be granted and a new Black-out schedule will be sent to the Youth League.
- Youth Leagues 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
 - 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. **For all leagues (baseball, softball and soccer) 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:
 - 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
 - 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
- **For all leagues (baseball, softball and soccer) 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*5*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 (bounce house, petting zoo, etc.)
- *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 70% 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 Recreation & Parks

29 Recreation Center Road
Hopewell Junction, NY 12570
845-227-5783 845-227-9685F

recdirector@townofbeekmanny.us www.townofbeekman.com



Draft 2022

Department of Recreation and Parks Policies & Procedures for Use of Facilities

The Town of Beekman (hereafter referred to as the “The Town”) mission is to provide recreational opportunities which will encourage a healthy and active lifestyle. We strive to promote lifelong leisure skills and to enhance the quality of life and sense of community for all residents of the Town of Beekman.

In support of that mission, the Town seeks to enhance recreation for town residents by coordinating the use of fields and buildings, including several of the Arlington School District facilities.

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A. Facilities List

1. Fields for organized sports

- Beyer Drive Park: Soccer, Multipurpose
- Doherty Park Fields: Soccer Only
 - Doherty #1
 - Doherty #2
 - Doherty #3
- Recreation Park Fields: Baseball, Softball, Summer Camp; Low impact-no heavy vehicles or amusement rides
 - Rec #1: Baseball, Softball
 - Rec #2: Baseball, Softball
 - Rec #3: Baseball, Softball
- Town Center Park Fields:
 - TCP # 1: Baseball, Softball
 - TCP # 2: Baseball, Softball
 - TCP # 3: Baseball, Softball
 - Soccer Fields # 1, & # 2: Soccer divided according to need

2. Other Facilities

- Community Center at Recreation Park
 - Main room is 60' x 40'
 - Fire code capacity 136 at tables, 293 using only chairs
 - 120 folding chairs
 - Eighteen 60" round tables
 - Four 6' - 8' long tables
 - Kitchen with range, ice machine, 1 refrigerator with freezer and microwave
- Town Hall Meeting Room (limited availability for Instructors)
 - Room is set up as a meeting room and must be left that way after use
- Outdoor Pavilion at Recreation Park
 - Ten picnic tables
- Outdoor Pavilion at Town Center Park
 - Eight picnic tables
- Town Center Park Indoor Service Counter
 - An empty room with service windows for selling snacks; no other kitchen equipment provided
 - If serving prepared food, a DOH Food Service Permit is required
- Dog Park is located at Doherty Park
 - Open year round weather and driveway conditions permitting
 - Use is by permit only
 - Rules are located in part "L7" of this document

B. Arlington School District Facilities

With the implementation of the Arlington Central School Regulation 1500-R Public Use of School Facilities the Department will be coordinating use of the fields and space of all local youth sports groups requesting space from the Arlington School District.

C. Contact and Correspondence

All requests for use of Town Fields and Facilities or school facilities to be sent to Beekman Recreation and Parks Department:

Address: Beekman Rec Office, 29 Recreation Center Rd, Hopewell Junction, NY 12533

Telephone: 845-227-5783

Fax: 845-227-9685

Email: recassistant@townofbeekmanny.us or recdirector@townofbeekmanny.us

Website: www.beekmanrec.com and www.facebook.com/BeekmanRec

D. Registration and Reservation Forms

1. **For Organizations to reserve a Town of Beekman facility or field:**
 - Annually, or upon any change in leadership, an officer of the group must register the group with the Town of Beekman by completing and submitting the: "Organization Registration Form for Use of Facilities" along with a roster of all participants/members that includes full names, address of their residence (not a PO Box), their date of birth, and their grade in school
 - The group must complete the "Town of Beekman Facility Rental Agreement"
 - The group must complete any other related documents and submit fees
2. **For Organizations to reserve Arlington Central School District Facilities:**
 - Annually, or upon any change in leadership, an officer of the group must register the group with the Town of Beekman by completing the: "Organization Registration Form for Use of Facilities".
 - Complete the ACSD "Use of Facilities Request Form"
 - Complete "Rules Regarding Use of Facilities" form
3. **For Organization Residency Discounts** a full roster of all participants, including name and address is required; if current rosters are not yet established, a roster of prior year participants will be satisfactory and must be submitted with the "Organization Registration Form for Use of Facilities"
4. **For non-profit status** a document showing non-profit status 501(c) 3 is required
5. **For individuals to reserve facilities** complete the "Town of Beekman Facility Rental Agreement" and submit the related documents and fees
6. **For individual resident rate:** a photo ID and tax or utility bill to the individual reflecting their residence in the Town of Beekman

E. Considerations

1. **Ranking:** Upon evaluation of the registration information, the requestor's organization will be ranked by the Town of Beekman Department of Recreation and Parks. Priorities include, in no specific order:
 - Department programs
 - Youth programs
 - Programs for Town of Beekman residents
 - Programs that increase the diversity of offerings
 - Non-profit status
2. All requests for facility use will be reviewed to ascertain any past negative experiences with the organization requesting facility use including but not limited to:
 - a. Damage or destruction of town or school property
 - b. Lack of supervision and control of participants and/or spectators
 - c. Excessive debris, trash, and insufficient clean up by the group
 - d. Uncooperative with town or school staff
3. Staff will identify any athletic fields and other play surfaces that are deemed unsafe or in need of rehabilitation. These areas will be taken out of service for a designated period.

NOTE: The Community Center will be available Saturdays and Sundays from 10 am through midnight for rental functions when not being used by the Recreation Department and when Maintenance staff is available for cleaning.

NOTE: Higher ranking, may on rare occasions determine "bumping" rights in the event of schedule conflicts.

NOTE: Arlington School District priorities will be honored when requests are made for School Facilities. For more detail, see Arlington Central School District Regulations Regarding Public Use of Facilities 1500-R Public Use of School Facilities found on their website.

F. Insurance Requirements

1. Renter will procure and maintain at its sole cost and expense, comprehensive general liability 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 rental.
2. 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.
3. Additional insurance is required regarding alcohol as described in H2a*8

G. Clean Up Required

1. All users are required to leave the facility as it was found and required to conduct clean up of any debris, trash, spills and other litter.
2. Complete checklists for each facility are in part "L".

H. Fees

1. Fees for Fields:

	BYSC & BAC/ Authorized Youth* Leagues	If 75% or more of players Beekman residents not in Authorized Youth Leagues	All others
Fields*** for Games	\$4,000 for	\$20/hr -2hr min	\$35/hr - 2 hr min
Fields*** with lights**	season****	\$50/hr - 2 hr min	\$65/hr - 2 hr min
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 - 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
 - League will be charged for Town staff if additional staff is needed for a particular event to run smoothly
- Any group 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.
- Groups will be fined for leaving litter at a rate of \$50/hour of clean-up
- All organizations must have a COI on file in accordance with Part F.

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

****Leagues that leave the lights on overnight will be charged \$30/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 designated "recreational" Youth Leagues serving Beekman youth at a rate of 75% or greater:**

- If Youth Group Non-resident registration exceeds 25% then the group will no longer be seen as a predominantly a 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.
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- Games will take priority over practices.
- The Youth Leagues will make up a season schedule around the Black-out dates, respecting the field assignment chart, and the designated representative shall participate in a meeting with the other Leagues to be scheduled in the Rec Office during business hours prior to:
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 - Aug. 1 for Fall Season Labor Day through close of fields
- When the Rec Office receives requests from Other Leagues or Travel Teams, those requests will be checked against the respective Youth League's submitted schedule. If there is an open field/gym, the Youth League Designated Contact will be emailed to confirm the availability and given a 48 hour courtesy period to respond. If there is no response the Other League/Travel Team request will be granted and a new Black-out schedule will be sent to the Youth League.)
- Youth Leagues 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
 - 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. **For all leagues (baseball, softball and soccer) 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.

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*5*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 (bounce house, petting zoo, etc.)

*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.

- o 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 70% 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

3. Fees for Arlington School District Facilities are as described on the District web site in "Arlington Central School District Regulations Regarding Public Use of Facilities 1500-R Public Use of School Facilities" and are due upon completion of season. The ACSD "Use of Facilities Request Form" must be completed and submitted to the Recreation Department by the deadlines set in those policies.

I. Cancellations & Refunds

1. Town of Beekman Recreation & Parks Department Fields:

- In order to receive an account credit for cancelling weekday games, the Rec Dep't must be called at 227-5783:
 - 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
 - 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
- **For all leagues (baseball, softball and soccer) 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. 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

3. School Facilities:

- When anticipated unscheduled school events conflict with previously scheduled non-school use, the school will advise the Facilities Scheduler as soon as possible but no later than one week in advance of the events upon which the non-school institution will be notified of the unavailability of the facility.
- In the event of school cancellations or early dismissal, all use of facilities are also cancelled.
- Weekend events will be cancelled as may be determined by the Director of Facilities and posted on the School District website.

4. School Fields:

- In order to avoid injury to players and damage to fields due to poor conditions, the Facility Scheduler will issue directions as to the availability of player fields. School principals and the Athletic Director will provide guidance to the Facility Scheduler on such conditions and recommendations for playability.
- In the event of inclement weather or other cause for cancellation of field use, all users must obey directive issued by the Facility Scheduler. Failure to abide by the directive of the School District will result in the revocation of all privileges.

J. Supervision of Participants

Youth may only use facilities when under the direct supervision of their sports coach, director, or teacher. Unauthorized use of facilities will be grounds for discipline.

K. General Park Rules – applying to all parks

- Parks are open dawn to dusk unless otherwise permitted
- Parks are for Beekman residents and their guests
- Parking is to be in designated areas; do not drive on grass
- Alcohol is not permitted, except by permit in the Community Center
- Smoking cigarettes, marijuana and vaping are prohibited
- Do not bring glass bottles into the parks
- Propane grills are only permitted for use by renters and must be 10 feet from any structure
- Field usage is by permit only
- Solicitors are by permit only
- Pets are not permitted in parks
- Beach and lake usage require membership or entrance fee
- Fires are not permitted with the following exceptions:
 - Recreation Department sponsored programs
 - Renters who are granted a permit to bring gas grills in connection with their rental
 - Use of Hibachi's installed at Rec Park – COALS must be extinguished and left in the grill
- Park patrons must stay off rocks walls, weirs, and dams associated with the lake and creek in Rec Park
- Park patrons may not enter the Fishkill Creek in Rec Park unless as part of a Recreation Department sponsored program

L. Facility Specific Rules and Checklists for Security Deposit Refund

1. Community Center

- Bring 40 x 48 Trash can liners or bigger and ensure pails are lined before use and upon departure
- Remove all garbage from building and place in dumpster
- Use good judgment when decorating: nothing is to be stapled or tacked to walls, trim, doors, or ceiling
- Do not lift ceiling tiles out of track to hang decorations and do not use tape on ceiling tiles or grids
- Do not use tape on ceiling, floor or painted surfaces
- Do not turn the Heat or A/C on or off; leave as it is - you may ONLY touch the up and down arrows
- Remove all decorations, including any pieces of tape and streamers
- Should any tables and/or chairs not be in working order, please place them in the room behind kitchen.
- Turn on the fan above the range/stove before turning on any burners or the oven
- Do not BLOW out the pilot lights on the gas range
- DO NOT turn off the gas line
- Smoking cigarettes, marijuana, and vaping are prohibited
- Alcohol permitted is only permitted inside building with additional liability coverage as specified in Facility Rental Agreement only and NOT allowed OUTSIDE the building
- Any false AED, fire or security alarms set off will result in forfeiture of security deposit – **PLEASE NOTE the security alarm will go off if you use your key, or open and close doors, before or after your designated time**
- Check bathrooms and flush all toilets before leaving
- Ensure there is no water running in sinks or toilets
- Wash and put away all tables and chairs in the neat order they were found
 - Rectangular tables go behind the kitchen
 - Round tables and chairs go in the closet as shown on photos on door

- Wipe down kitchen counters and sinks
- Empty refrigerator and clean spills
- Mop up any spills (**Use floor MOP & bucket for spills but Do Not Mop entire floor**)
- Sweep floors with dust mop (do not use dust mop for spills)
- Close, LATCH, and lock all doors upon departure
- Remove all signs and/or balloons from Park and Town areas or a \$100 portion of security deposit will be withheld
- **Return the key on Monday or Tuesday after 10am, but call first to ensure a staff member is available**

2. Rec Park Pavilion and Beach

- Do not bring glass bottles into park
- Bring 40 x 48 trash liners or bigger and ensure pails are lined before use and upon departure
- Remove all litter and garbage from rented area and place in dumpster
- Reline pails
- Use good judgment when decorating: nothing is to be stapled or tacked to walls, trim, doors, or ceiling
- If park is closed, keep bathrooms locked unless supervising their use
- Remove all decorations, including any pieces of tape and streamers
- Smoking cigarettes, marijuana, and vaping are prohibited
- Wash all tables
- Upon departure, check bathrooms and flush all toilets and ensure no water is running in sinks or toilets
- Close, LATCH, and lock bathroom doors and windows if park is closed to public
- Remove all signs and/or balloons from Park and Town areas or a \$100 portion of security deposit will be withheld
- **Return the key on Monday or Tuesday after 10am, but call first to ensure a staff member is available**

3. Town Center Park Pavilion

- Do not bring glass bottles into park
- Bring 40 x 48 trash liners or bigger and ensure pails are lined before use and upon departure
- Remove all litter and garbage from pavilion and remove from park; reline garbage pails
- Use good judgment when decorating: nothing is to be stapled or tacked to walls, trim, doors, or ceiling
- If park is closed, keep bathrooms locked unless supervising their use
- If there are other users in the park the bathrooms will be shared
- Remove all decorations, including any pieces of tape and streamers
- Smoking cigarettes, marijuana, and vaping are prohibited
- Wash all tables
- Upon departure, check bathrooms and flush all toilets and ensure no water is running in sinks or toilets
- Close, LATCH, and lock bathroom doors and windows if park is closed to public
- Remove all signs and/or balloons from Park and Town areas or a \$100 portion of security deposit will be withheld
- **Return keys on Monday or Tuesday after 10am, but call first to ensure a staff member is available**

4. Town Center Park Indoor Service Counter

- This is an empty room with 2 service windows: one to the Pavilion and one to the fields
- Renters of this space, who also rent the Pavilion may use BOTH windows
- Renters of this space who do NOT also rent the Pavilion, may only use the window that faces the fields.
- There are no appliances in this space.
- There is no cooking that can be done in this space
- Any renters PREPARING food must pursue their own Food Service Permit from the Department of Health
- If there are multiple uses in the park, the bathrooms will be shared
- **Return keys on Monday or Tuesday after 10am, but call first to ensure a staff member is available**

5. Town Hall

- Do not move the large table that is in the back of the room
- Leave thermostat as you found it
- Ensure bathrooms are tidy, toilets are flushed and floors are free of paper
- Wipe down any tables and sinks that were used
- Clean any spills
- Put tables and chairs as you found it, set up for meeting
- Shut lights
- Lock doors

6. Fields

- **Usage Rules & Regulations**
 - Only emergency response or maintenance vehicles allowed beyond parking facilities.
 - Once games have started, patched umpire/referee in charge and/or coaches will determine cancellations due to rain, storms, and darkness.
 - The Town of Beekman reserves the right to cancel games due to field conditions or unforeseen circumstances.
 - There is to be absolutely NO soft toss hitting of balls into the fencing.
 - There will be absolutely no use of landscaping or grooming tools on any field (baseball, softball or soccer) unless authorized by Maintenance/Grounds Department. This includes puddle removal. There is to be no attempt to remove puddles.
 - No alcoholic beverages.
 - Smoking cigarettes, marijuana, and vaping are prohibited
 - All areas are to be left clean of debris. Please follow a carry in/carry out policy at all field locations. Coaches/managers are responsible for policing fields, dugouts and player bench areas.
 - Youth games take priority over any other games.
 - No inning is to start after 12:30pm during Sunday adult league games @ TCP 1
 - Requesting organization is responsible for the safety of its participants.
 - The Town of Beekman and its employees are not responsible for injury, loss or damage to players or property resulting from field usage.
 - The Town of Beekman reserves the right to terminate field usage at any time.
 - Coaches will prevent their players from digging divots in the field.

- **Closing/Playability Policy**
 - **Baseball/Softball Field Conditions:** The Town of Beekman reserves the right to cancel games due to field conditions or unforeseen circumstances and will contact the head of each league to inform them of field conditions and closings. Information will be provided as follows:
 - Monday-Friday*: Playability will be determined by 3pm.
 - *In the case of unforeseen weather conditions or circumstances occurring after the above stated time, fields may be closed or games delayed at the discretion of the respective representatives of the League
 - **Field Sign Policy:**
In addition, a sign notification system has been put into effect. A 12x18" sign with black lettering stating FIELD OPEN or FIELD CLOSED will be prominently displayed at each field.
 - **Violations of Closing Policy**
 - **Beekman Youth Organizations:** Any teams/managers found in violation of above policy will be given a warning in the form of a letter addressed to the governing board and the Town Board. Appropriate disciplinary action will be determined by these parties.
 - **Adult Leagues and other Contracted Users:** In addition to a letter to the governing boards, the coach or manager may be required to attend an inquiry in front of the Town of Beekman representatives which could ultimately result in forfeiture of security deposit and the suspension of field privileges.

7. Dog Park

- Owners are legally and financially responsible for their own pets.
- All Dogs must be licensed, up to date with vaccinations, and healthy.
- All dogs using park MUST have a paid annual membership with the Town of Beekman Recreation Department.
- To enter Dog Park, owners must have Photo ID on their person
- To enter Dog Park, the dog must have on its collar, the current year's Dog Park Membership Dog Tag
- Members should only open the gate for themselves and their dog, not for anyone else, and not for any other dogs.
- Dog Park is open weather and conditions permitting.
- All dogs must be leashed upon entering and exiting the Dog Park and be off the leash while Inside the Dog Park.
- Dogs must be leashed while outside the Dog Park but still in Doherty Park.
- Owners must remain with their dogs at all times.
- Owners will carry a leash for their dog at all times.
- The Dog Park is open dawn to dusk when weather and environmental conditions are suitable.
- The Town reserves the right to close the Dog Park due to any reason including, but not limited to, the weather, the road conditions, and large events.
 - When closed, a notice will be posted on the internet and an email blast will be sent to members.
 - In addition: when the gate to Doherty Park is closed, the Dog Park is closed.
- Dogs are not permitted on sports fields at any time including when Dog Park is closed.
- Only dog waste should be placed in the dog waste basket; all other trash should be placed in the larger pail outside the gates.
- Owners may bring up to two dogs per adult into Dog Park, if adult can maintain control over both dogs.
- Owners must supervise and are responsible for their dogs and any injuries or damage caused by them.

Town of Beekman - Server and Desktop Replacements for 2022			1 To 3 Years Old	4 to 6 Years Old or Aging OS	7 Years Old and Older or Out of Support OS			Required		Notes	2022 Work
Username / Server Name	Manufacturer	Model	Processor	Memory	OS	Serial Number	Purchase Date	Warranty Exp	Age		
vmhost01.office.BeekmanTH	HPE	ProLiant ML350 Gen10	Intel Xeon	65193	2019	MXQ12114KB	6/14/2021	6/21/2026	0 Years, 5 Months		
th01.office.BeekmanTH				32767		2019	6/14/2021	6/21/2026	0 Years, 5 Months		
agoeltz	Dell Inc.	OptiPlex 7090	Intel(i) Core(tm) i7 processor	7925		10 7TNTNF3	7/22/2021	7/23/2026	0 Years, 3 Months		
agoeltz	Dell Inc.	OptiPlex 5040	Intel(i) Core(tm) i7 processor	8056		10 6KN7KH2	8/15/2017	8/16/2020	4 Years, 5 Months		
arembisz	Dell Inc.	OptiPlex 7070	Intel(i) Core(tm) i7 processor	7974		10 C7PHQ53	8/25/2020	8/26/2023	1 Years, 2 Months		
bookkeeper	Dell Inc.	OptiPlex 7050	Intel(i) Core(tm) i7 processor	8056		10 BR5F6L2	6/3/2018	6/3/2019	3 Years, 5 Months		
cadams	Dell Inc.	OptiPlex 7070	Intel(i) Core(tm) i5 processor	7974		10 GPRLY23	2/23/2020	2/24/2025	1 Years, 8 Months		
chayes	Dell Inc.	OptiPlex 7060	Intel(i) Core(tm) i7 processor	7988		10 FH39DW2	5/3/2019	5/3/2022	2 Years, 6 Months		
DPlastini	Dell Inc.	OptiPlex 7060	Intel(i) Core(tm) i7 processor	7988		10	5/3/2019	5/3/2022	2 Years, 6 Months		
ecclaretta	Dell Inc.	OptiPlex 7070	Intel(i) Core(tm) i7 processor	7974		10 C7PM853	8/26/2020	8/26/2023	1 Years, 2 Months		
ecolucci	Dell Inc.	OptiPlex 7060	Intel(i) Core(tm) i7 processor	7988		10	5/3/2019	5/3/2022	2 Years, 6 Months		
fatuso	Dell Inc.	OptiPlex 7090	Intel(i) Core(tm) i7 processor	7925		10 7TNNVF3	7/22/2021	7/23/2026	0 Years, 3 Months		
fermitt	Dell Inc.	OptiPlex 7070	Intel(i) Core(tm) i5 processor	7974		10 HCXLY23	2/24/2020	2/25/2025	1 Years, 8 Months		
iscigliano	Dell Inc.	Latitude 5420	Intel(i) Core(tm) i5 processor	7569		10 BN252F3	7/29/2021	10/29/2026	0 Years, 3 Months		
IScigliano	Dell Inc.	Precision M4600	Intel(i) Core(tm) i7 processor	16289		10 26HXD72	12/8/2019	12/9/2018	5 Years, 11 Months	Replace In 2022	\$2,200.00
labbatantuono	Dell Inc.	Latitude 5420	Intel(i) Core(tm) i5 processor	7669		10 9H942F3	7/29/2021	10/29/2026	0 Years, 3 Months		
labbatantuono	Dell Inc.	OptiPlex 7060	Intel(i) Core(tm) i7 processor	7988		10 FH37DW2	5/3/2019	5/3/2022	2 Years, 6 Months		
labbatantuono	Dell Inc.	OptiPlex 3020	Intel(i) Core(tm) i5 processor	8111		7 GRC0N02	5/22/2014	5/23/2019	7 Years, 5 Months	Replace In 2022	\$2,200.00
maintenance	Dell Inc.	OptiPlex 7090	Intel(i) Core(tm) i7 processor	7925		10 7TNRNF3	7/22/2021	7/23/2026	0 Years, 3 Months		
maoucci	Dell Inc.	OptiPlex 7070	Intel(i) Core(tm) i7 processor	7974		10 C7PQJ53	8/25/2020	8/26/2023	1 Years, 2 Months		
plouffe	Dell Inc.	OptiPlex 7070	Intel(i) Core(tm) i7 processor	7974		10 C7PGQ53	8/25/2020		1 Years, 2 Months		
secretary	Dell Inc.	OptiPlex 7090	Intel(i) Core(tm) i7 processor	7925		10 7TNSNF3	7/22/2021	7/23/2026	0 Years, 3 Months		
teovialle	Dell Inc.	OptiPlex 7060	Intel(i) Core(tm) i7 processor	7988		10 FH2HDW2	5/3/2019	5/3/2022	2 Years, 6 Months		
Imanzo	Dell Inc.	OptiPlex 7060	Intel(i) Core(tm) i7 processor	7988		10 FH2HDW2	5/3/2019	5/3/2022	2 Years, 6 Months		
										Total	\$4,400.00

Town of Beekman - Infrastructure for 2022

More Info Required

1 To 3 Years Old 4 to 6 Years Old 7 Years Old Or Older

Location	Model Number	Description	Serial Number	Purchase Date	Warranty Exp	Age	Notes
Town Hall	FG-80F	Fortinet FG-80F Firewall VPN and Wireless Controller, Firewall	FGT60FTK20000395	11/5/2020	10/19/2025	1 Years, 0 Months	
Town Hall	J9775A	Switch - HP Aruba 2530-48G - Town Hall	CN7BFP61JZ	5/25/2018	Lifetime	3 Years, 5 Months	
Recreation Main Office	DGS-1024D	Switch - D-Link 24-Port Gigabit - Rec Main Office	NA				
Recreation Main Office	FG-60F	Fortinet 60F Firewall, VPN and Secure Remote Access Device	FGT60FTK20012043	11/5/2020	10/19/2025	1 Years, 0 Months	
Highway Department	E1200	Linksys E1200 N300 - Highway Internet only network	10820C612A2895				
Highway Department	J9449a	Switch - HP Procurve 1810G-8 - Highway Town network	CN1092F0N0		Lifetime		
Highway Department	NA	Switch - Netgear router - Highway Town network	NA				
Highway Department	TL-SG108	Switch - TP-Link 8-Port - Highway Internet only network	215AA411002251				
Total							\$0.00

Town of Beekman - Recurring Costs for 2022

Item/Service	Monthly Cost	Annual Cost
Support Contract		\$ 16,120.00
Office 365 Exchange Online Plan 1	\$136.00	\$ 1,632.00
Total		\$ 17,752.00

Town of Beekman - 2022 Budget Summary

Server and Workstation Additions and Upgrades (See Server and Workstation Estimates Document)	\$4,400.00
Network Infrastructure Addition and Upgrades (See Network Infrastructure Estimates Document)	\$0.00
Recurring IT Costs (See IT Recurring Cost Estimates Document)	\$17,752.00

Total 2022 IT Budget: \$22,152.00

DOG CONTROL AND HOUSING SERVICES AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, by and

between DUTCHESS COUNTY SPCA,

A New York Not-For-Profit Corporation

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

Hereinafter referred to as "DCSPCA"

And

THE TOWN OF BEEKMAN,

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

A municipal corporation

Hereinafter referred to as "TOWN"

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

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

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

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

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

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

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

- 1) **RECITATION INCORPORATED:** These recitations above set forth are incorporated in this Agreement as if fully set forth and recited herein.
- 2) **TERM OF AGREEMENT:** This agreement shall become effective January 1, 2022, and shall continue until December 31, 2022.

SERVICES: DCSPCA hereby agrees to provide dog control services, not including licensing, which shall remain the responsibility of the TOWN, as required by Article 7 of the Agriculture and Markets Law of the State of New York. The TOWN shall pay the DCSPCA an annual sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) for dog control services, in monthly installments of \$1,416.67, not including additional fees related to court appearances or housing, which will be billed to the TOWN on a monthly basis.

Services include the following:

- a) Respond to complaints of nuisance, dangerous dog and/or dog bites, or stray dogs, seven (7) days a week during the hours of 9:00 am to 5:00 pm. Respond on the next day for all complaints received outside of business hours (9am to 5 pm) the previous day.
- b) Capture stray dogs and scan each dog for a microchip and try to locate the owner.
- c) Pursuant to court ordered seizure for pending "dangerous dog" hearing, seize dog and transport to DCSPCA for boarding.
- d) Pick up injured dogs and transport for emergency veterinary care to the DCSPCA medical facility, or if the injuries are beyond the capabilities of the DCSPCA medical facility, to a community-based veterinarian of the DCSPCA's choosing. If the dog is transported to a community-based veterinarian, all expenses related to such care will be the responsibility of the owner. If there is no owner or said dog is not redeemed by the owner, said costs to attempt to stabilize the dog's health shall be borne by the TOWN. Costs beyond emergency care to stabilize the dog's health will be borne by the DCSPCA.
- e) Maintain records for all services provided to meet all Town, County and State requirements. As per the requirements of the Agriculture and Markets Law of New York State, all records will be readily available to town.
- f) Issue tickets for violations of local ordinances, including unlicensed dogs, and NYS Animal Control Law that are discovered in the course of animal control investigations.
- g) Attend all court appearances for animal control violations and/or dangerous dog cases scheduled to take place within normal business hours (9:00 am - 5:00 pm).
- h) Attend all court appearances for animal control violations and/or dangerous dog cases scheduled to take place after normal business hours (5:00 pm or later) for an additional fee of \$100.00 per appearance.
- i) Notify the TOWN regarding any/all known or suspected rabid animals
- j) Submit to the TOWN a monthly report of the number of calls received and responded to, number of animals seized number of dog bite cases, number of dangerous dog cases, and number of violations cited. Any other pertinent details concerning the DCSPCA's fulfillment of the role of dog control officer shall also be included on this report.
- k) All boarding fees and medical expenses shall be paid to the DCSPCA. All fines and fees collected for dog impound redemption and any violations of the TOWN'S Dog

Control Laws shall be paid to the TOWN.

l) Provide notice to owners, per Article 7 of the Agriculture and Markets Law of New York State, of identified dogs that are seized.

m) If there is a complaint after 5:00 pm, the DCO shall be contacted for emergencies; however it is to the discretion of the DCO to determine if an exigent situation exists and needs to be handled immediately, or if the situation will be addressed the following day. Each instance of the DCO being dispatched will be an additional fee of \$100 per occurrence.

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

a) Any and all dogs running at large, seized by the DCO as outlined by the Agriculture and Markets Law Article 7, §117 (1) & (2); and

b) Any and all dogs who have been seized by a court order pending a “dangerous dog” hearing, as outlined by the Agriculture and Markets Law of the State of New York, Article 7 §123 (2),

c) All dogs seized by the DCO shall be delivered to the offices of the DCSPCA at 636 Violet Avenue, Hyde Park, New York 12538.

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

a) For dogs running at large (unidentified):

i) Upon seizure of a dog, and delivery to the offices of DCSPCA, the DCSPCA shall provide notice to the owner of record of such dog of the facts of seizure and the procedure for redemption in accordance with the requirements of Agriculture and Markets Law Article 7, §177(6). The DCSPCA shall maintain records of the giving of such notice and shall provide such records to the TOWN upon request.

ii) The DCSPCA is responsible for notifying the owner of the seizure, as per the Agriculture and Markets Law Article 7 §117(6).

iii) Dogs that are not appropriately identified, as outlined by the Agriculture and Markets Law Article 7, §117 (4), will be held for five (5) business days from the date they enter the shelter.

iv) Dogs that are appropriately identified, as outlined by the Agriculture and Markets Law Article 7, §117(6), will be held for a maximum of nine (9) business days from the date they enter the shelter.

vi) The DCSPCA boarding fee shall be **FORTY DOLLARS (\$40.00)** per day. The first day is charged upon admission to the shelter and each subsequent day is calculated upon the dog being on the DCSPCA property at 12:00 pm each day.

vii) For dogs that are reclaimed by their owner, the owner will be required to pay the boarding fees to the DCSPCA. If the owner is unable to pay the boarding fees, DCSPCA will determine whether to release the dog on a case-by-case basis.

viii) For dogs that are not redeemed by the owner, the DCSPCA will invoice the TOWN for the boarding fee for the period running from the date of seizure until the expiration of the applicable redemption period.

ix) Upon expiration of the above stated holding periods, any and all dogs that have NOT been redeemed by their owner, will become the property of the DCSPCA, as outlined by the Agriculture and Markets Law Article 7, §117 (7-a).

b)

For dogs seized under a court order pending a "dangerous dog hearing", as outlined by the Agriculture and Markets Law Article 7, §123 (2), said dogs will be held for SIXTY FIVE DOLLARS (\$65.00) per day, until final disposition by the court OR a maximum of fourteen (14) days, whichever comes first. If the final hearing has not been held by the end of the fourteenth day, the TOWN will be responsible to make alternate arrangements for the housing of said dogs. The DCSPCA may consider continued housing on a case-by-case basis to be negotiated with the TOWN. If it is agreed by both parties that the dog shall be euthanized, either pursuant to a Court order or otherwise, said costs of euthanasia procedure shall be the responsibility of the TOWN.

~~REMOVED BY TOWN OR DCSPCA. THE TOWN SHALL BE RESPONSIBLE FOR THE COSTS OF EUTHANASIA PROCEDURE.~~

c) For dogs that are being held for a ten-day rabies observation period:

i) DCSPCA may take ownership of said dog upon expiration of the ten-day rabies holding period if there is no owner to reclaim said dog; or

ii) If an owner becomes known to the DCSPCA or the TOWN, the owner may reclaim said dog during the rabies-day rabies observation holding period if the Dutchess County Department of Health provides written approval of the dog's release to its owner.

5) RECLAIM/REDEMPTION OF DOGS:

a) All owners will be informed by the TOWN and DCSPCA of the necessary documentation and redemption, license and/or other fees to be paid in order to reclaim their dog as well as the process to accomplish this task. The DCSPCA shall provide such information to the owner as part of its notice given pursuant to Paragraph 4 (a) (ii) of the agreement.

b) Upon payment of all TOWN fees, the TOWN will issue a license tag and certificate for said dog, and a receipt of payment. The owner will be instructed to present this documentation to the DCSPCA in order to reclaim their dog. The

DCSPCA will release the dog after proper documentation has been presented and the owner of the dog has signed the dog's Agriculture and Markets Department Form DL-18 (or comparable form).

- c) The DCSPCA shall be available to process reclaims of dogs at its office Monday - Friday, 9:00 am to 4:00 pm. Reclaims will not be processed on federally observed holidays or in cases of inclement weather that result in DCSPCA closing early.

6) UNCLAIMED DOG DISPOSITION:

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

7) RABIES VACCINATION:

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

a) Rabies Vaccination:

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

8) VETERINARY CARE

- a) For services provided by the DCSPCA Medical Team, the DCSPCA's usual and customary fees will be applied.
- b) For care that requires services from a community-based veterinarian, the actual fee from the veterinarian will be applied. The DCSPCA will make the determination of which community-based veterinarian will be utilized.

- c) For dogs that are reclaimed by their owner, the owner will be required to pay the veterinary care fees to the DCSPCA. If the owner is unable to pay the medical fees, DCSPCA will determine whether to release the dog on a case-by-case basis.
- d) For dogs that are not redeemed by the owner, the TOWN will be responsible for DCSPCA administered veterinary care fees incurred to stabilize the dog's health during the redemption holding period.

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

i) For services provided by the DCSPCA Medical Team, the DCSPCA usual and customary fees will be applied.

ii) For care that requires services from a community-based veterinarian, the actual fee from the veterinarian will be applied. The DCSPCA will make the determination of which community-based veterinarian will be utilized.

iii) For dogs that are reclaimed by their owner, the owner will be required to pay the medical care fees to the DCSPCA. If the owner is unable to pay the medical fees, the DCSPCA will determine whether to release the dog on a case-by-case basis.

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

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

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

12) WAIVER: No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any

way affect any other term or condition of this Agreement or constitute a cause or excuse for repetition of such or any other breach unless the waiver shall specifically include the same.

- 13) **MODIFICATION:** This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
- 14) **NOTICES:** All notices, demands, requests, consents, approvals or other communications (for the purpose of this paragraph collectively called "Notices") required or permitted to be given hereunder to any party to this Agreement shall be in writing and shall be sent overnight delivery service or registered or certified mail, return receipt requested, postage prepaid.
- 15) **SUCCESSORS and ASSIGNS:** This Agreement shall apply to bind the successors and heirs, administrators and executor of the parties hereto.
- 16) **ENTIRE AGREEMENT:** This written Agreement, when signed by all parties, forms the entire Agreement between the parties and replaces and supersedes all prior Agreements or undertakings between the parties, if any.
- 17) **BINDING EFFECT:** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.
- 18) **AUTHORIZATION:** This Agreement was authorized by Resolution of the Town Board of the Town of Beekman, duly adopted at a regular meeting of the Town Board held on the ____ day of _____, 20__.
- 19) **TERMS:** This contract can be cancelled at any time from either party with sixty (60) days written notice.
- 20) **PAYMENT:** The TOWN shall pay the DCSPCA an annual sum of FIFTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$15,750.00) for dog control services, in monthly installments of \$1,312.50. Additional fees related to housing of dogs, veterinary services, after-hours DCO services, after-hours DCO court appearances, which will be billed to the TOWN on a monthly basis. All bills submitted to the TOWN per this Agreement will be paid by the TOWN within thirty (30) days.
- 21) **NON-ASSIGNMENT:** This contract may not be assigned, and no part or portion may be subcontracted, by the DCSPCA nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Municipality and any attempts to assign this contract without the TOWN's written consent are null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement in two (2) counter parts,

each of which shall constitute an original, the day and year first above written.

DUTCHESS COUNTY SPCA

By: _____

Lynne Meloccaro, Executive Director

Date: _____

TOWN OF BEEKMAN

By: _____

Mary Covucci, Town Supervisor

Date: _____



Wallace & Wallace, LLP

Attorneys at Law

85 Civic Center Plaza, Suite LL3
Poughkeepsie, New York 12601

Tel. 845-473-0900

Fax 845-473-5548

www.wallacelawny.com

Craig M. Wallace*
Kelly L. Traver*
James P. Horan
Lisa M. Cobb
Daniel Speranza
Louis J. Viglotti**

Herbert N. Wallace
(1937-2017)

*Admitted in NY and CT
**Of Counsel

Paralegals
Lisa Pecchia
Ana Valencia-Rivas
Zina Ross
Heather Whalen
Sandra Oakley
Martin P. Vonderau, Jr.
Nancy Marcojohn

January 4, 2022

Town of Beekman
4 Main Street
Poughquag, New York 12570
Attn.: Hon. Mary Covucci, Supervisor

Re: Legal Services for Calendar Year 2022

Dear Supervisor Covucci and Town Board Members:

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

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

The firm shall serve as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully yours,

WALLACE & WALLACE, LLP



CRAIG M. WALLACE
CMW/sao

Agreed to this ____ day of _____, 2022.

Mary Covucci, Supervisor



H.A. SCHRECK, INC.
32 Van Wagner Rd., Poughkeepsie, N.Y. 12603
Phone (845) 454-3560 FAX (845) 454-3805
*Electric Motor, Pump, Generator Sales & Service
AC & DC Control Systems*



To Whom It May Concern:

We are finding out that a lot of people are not returning their contracts and we have been calling to remind people of this. In the future, if we do not have a current contract on file and you come up to be serviced, we will not be servicing you because people have sold their homes and have not let us know this. It is your responsibility to send us your contract back. Please check to make sure you are current on your contract.

If you have any questions, please feel free to call.

Very truly yours,

Edward Tucholski
Generator Manager



H.A.SCHRECK INC.
32 VAN WAGNER ROAD
POUGHKEEPSIE, NY 12603
845-454-3560 OFFICE
845-454-3805 FAX
ed.tucholski@gmail.com

Winter Weather and Your Generator

Just a friendly reminder about your generator in the winter months with the snowy weather. It is your responsibility to make sure there is a path shoveled to and around your generator from your driveway after every snow fall. It will allow our techs to respond for maintenance and if your generator requires repair in a timely fashion.

If you can not shovel, please find someone that can shovel for you. If our techs have to shovel to access your generator, there will be a surcharge added to your bill for our time.

All of our generator service trucks are four wheel drives. But they have their limitations. Our technicians having to haul heavy toolboxes can be quite a chore through the snow and cause further down time or injury to our technicians.

Very Truly Yours,

Ed Tucholski
Generator Service Manager
H.A. Schreck, Inc.

H.A.Schreck Inc.
32 VanWagner Road
Poughkeepsie, NY, 12603

Phone 845-454-3560
Fax 845-454-3805

**Preventive Maintenance Agreement
5 to 100 KW Diesel, Liquid 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 125.00 per hour per man. Tolls and parking fees are additional and listed separately.

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 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.

**Celebrating 75 Years of Power and Pride in the
Hudson Valley.**

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.COM

AGREEMENT PRICING

Level 1 Service: \$480.00
Level 2 Service: \$410.00

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 _____
Date

by Mary B Covucci
Owner Signature

Contracted from FEBRUARY 2022 to FEBRUARY 2023

Please sign and return 1 copy.

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.COM

AGREEMENT PRICING

Level 1 Service: \$480.00
Level 2 Service: \$410.00

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 _____ by _____
Date Owner Signature

Contracted from FEBRUARY 2022 to FEBRUARY 2023

Please sign and return 1 copy.



Dutchess County Sheriff's Office

Law Enforcement Center

108 Parker Avenue • Poughkeepsie, New York 12601

Adrian H. Anderson
Sheriff

Kirk A. Imperati
Undersheriff

Main (845) 486-3800
Fax (845) 452-2987
TDD (845) 486-3888



October 25, 2021

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

Dear Supervisor:

Please be advised of the changes to your contract for police/security services with the County and the Sheriff's Office effective January 1, 2022 are as follows:

The amount the contractor will reimburse the county will be \$3.36 per hour, this is in addition to the hourly rate of the member assigned.

The vehicle cost will be at the rate of \$0.76 per mile or \$25.00 per day for a vehicle requested as a presence. Fringe benefit rates remain at 18.80% retirement and 7.65% FICA. The new Administrative Fee Schedule is enclosed.

Problems or questions, please feel free to contact our office.

Sincerely,

Kirk Imperati
Acting Sheriff

Enclosure

KI/mrs



DUTCHESS COUNTY SHERIFF'S OFFICE
108 Parker Avenue
Poughkeepsie, New York

2022 Administrative Fee Schedule

Hourly Rate Schedule 2022			
		Hr Rate	Hr OT Rate
Deputy Sheriff PT		\$25.00	
Deputy Sheriff Full Time			
Entry Level		\$25.09	\$37.64
Sr Member		\$57.80	\$86.70
Average Rate		\$41.45	\$62.18
Administrative Fees	\$3.36	per hour billed	
Mileage	\$0.76	per mile if car is required	
Shift Differential 6 pm – 12 mid	add 5%		
Shift Differential 12 mid – 6 am	add 10%		
Fringe Benefits Charged in addition to Hourly Rates			
Retirement	18.80%		
FICA	7.65%		

This fee schedule is an estimate. Range is from Part time member hourly rate \$25.00 to Senior member overtime rate and the average. All rates are based on the DCDS PBA Collective Bargaining Agreement.

Vendor will pay actual cost of member assigned plus fringe and mileage if a vehicle is required as patrol. Should a vehicle be requested as a presence only, there will be a daily fee of \$25.

Respectfully submitted 4/25/22

Masks are a hot-button issue in these pandemic days. Some people feel silly or uncomfortable wearing a mask, some consider it an assault on their personal freedoms and rebel by not wearing one, others want to debate the science and the effectiveness of masks. Americans get to have those debates because of freedom of speech which is protected by the constitution. I am exercising my right of freedom of speech by expressing my opinion here, tonight.

Wearing masks, especially indoors, is widely regarded by public health and medical experts as a key in preventing the spread of coronavirus and other airborne contagions. Moreover, it signals respect and concern for your fellow citizen or co-worker: "My mask protects you, your mask protects me". Science tells us that wearing masks WORK.

Elected Officials and government employees should model safe behavior. If a mask cannot be worn during public meetings, technology makes it possible for members to participate in meetings via phone or streaming online.

Last month the regularly scheduled Town Board Meeting was canceled due to a Covid exposure. The Town government essentially shut down the business of having a public meeting (at the expense of the tax payers). It is unfortunate that some forgo wearing masks both in meetings or when interacting with the public. This sets a poor example for constituents.

Public meetings are not the time or place to create conflict over safety. They are an opportunity for constituents to observe or participate in their government. Wearing masks ensures that participation can happen with less risk.

Leaders should know this and promote safe participation. Leaders should make public meetings a place where the rules may be simultaneously followed but debated in a way that reduces the spread of Covid— and technology exists to make that possible.

Submitted by Susan Glawick