

**Dated: June 1st, 2022 SPECIAL BEEKMAN TOWN BOARD MEETING-** Meeting of the Beekman Town Board was called to order at 5:32PM with **Supervisor Mary Covucci presiding, all in favor AYE.** The Meeting was held at the TOWN HALL MEETING ROOM. THOSE PRESENT: SUPERVISOR MARY COVUCCI, COUNCILWOMAN 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 this evening's agenda

**Written Comments:** None

**Public Comments:** None

**Public Comments on Agenda Items:** Susan Glavich, Lime Mill Road questioned whether or not the last Prosecutor suddenly resigned; **Supervisor Mary Covucci**, the prior Prosecutor resigned during COVID when the Courts were closed and the replacement Paul Ackerman resigned when he left the Law Firm of Wallace & Wallace

**General Board Comments:** NONE

**Supervisor Covucci made a motion at 5:35PM to close the Town Board meeting SECONDED BY COUNCILMAN STIEGLER All in Favor, AYE. RESPECTFULLY SUBMITTED by Town Clerk Laureen Abbatantuono June 6th, 2022.**

*Laureen Abbatantuono*

**TOWN OF BEEKMAN**  
**SPECIAL TOWN BOARD MEETING AGENDA**  
**June 1, 2022**

**5:30 PM**

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

**SPECIAL TOWN BOARD MEETING**

- Supervisor Comments
- Public Comment on Agenda Item and Resolution - 3 Minute Limit

**RESOLUTION**

1. Approve the Appointment of a Town Prosecutor to the Justice Court

- **Next Town Board Meeting: Tuesday June 14, 2022 at 7:00PM**

**RESOLUTION NO. 06:01:22 - 1**  
**RE: APPOINT TOWN PROSECUTOR**

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

**WHEREAS**, a proposal for terms of employment as Town Prosecutor has been received and followed by a conference with the Town Justices on May 31, 2022;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby accepts the proposal dated June 1, 2022 from the Law Firm of Hogan and Rossi, 3 Starr Ridge Road, Suite 200, Brewster, New York, 10509 to serve as the Town of Beekman Prosecutor at a fee of \$200.00 per hour for each monthly court session in which the various summonses will be prosecuted in addition to the terms and conditions outlined in the attached contract; and

**BE IT FURTHER RESOLVED**, that the Supervisor is hereby authorized to execute a contract of employment between the Town of Beekman and the Law Firm of Hogan and Rossi once authorization has been granted by the Dutchess County District Attorney.

**Introduced: COUNCILMAN STIEGLER**

**Seconded: COUNCILMAN BATTAGLINI**

ROLL CALL VOTE:

Councilman Stiegler            AYE

Councilman Battaglini        AYE

Councilwoman Woehrman    AYE

Supervisor Covucci            AYE

Dated: June 1, 2022

**CONTRACT BETWEEN**  
**HOGAN AND ROSSI**  
**AND**  
**THE TOWN OF BEEKMAN**

**THIS AGREEMENT** made as of this 1<sup>st</sup> day of June, 2022, by and between the TOWN OF BEEKMAN, a municipal corporation of the State of New York, having an office and place of business at 4 Main Street, Poughquag, NY 12570 (hereinafter referred to as the "TOWN"), and HOGAN AND ROSSI, having an office and principal place of business at 3 Starr Ridge Road, Suite 200, Brewster, New York 10509 (hereinafter referred to as the "LAW FIRM");

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

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

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

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

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

**THIRD:** The term of this Contract shall commence on June 1, 2022 and shall continue to December 31, 2022 unless terminated sooner in accordance with the provisions hereinafter set forth.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the TOWN:                      Town Clerk  
   Town of Beekman  
   4 Main Street  
   Poughquag, NY 12570

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

All notices shall be effective on the date of mailing.



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

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

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


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

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

TOWN OF BEEKMAN

By: \_\_\_\_\_  
Mary Covucci, Supervisor

HOGAN AND ROSSI

By:   
Michael T. Liguori, Partner

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

On the \_\_\_\_ day of \_\_\_\_ in the year 2022 before me, the undersigned personally appeared Mary Covucci, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same; in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the 27 day of May in the year 2022 before me, the undersigned personally appeared Michael T. Liguori, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same; in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Adriana Greco  
Notary Public

ADRIANA GRECO  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01GR6268429  
Qualified in Queens County  
Commission Expires September 10, 2024

**RESOLUTION NO. 06:01:22-1**  
**RE: APPOINT TOWN PROSECUTOR**

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

**WHEREAS**, a proposal for terms of employment as Town Prosecutor has been received and followed by a conference with the Town Justices on May 31, 2022;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby accepts the proposal dated June 1, 2022 from the Law Firm of Hogan and Rossi, 3 Starr Ridge Road, Suite 200, Brewster, New York, 10509 to serve as the Town of Beekman Prosecutor at a fee of \$200.00 per hour for each monthly court session in which the various summonses will be prosecuted in addition to the terms and conditions outlined in the attached contract; and

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**Introduced: COUNCILMAN STIEGLER**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

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

Dated: June 1, 2022

**CERTIFICATION**

I, LAUREEN ABBATANTUONO, the duly qualified and acting Clerk for the Town of Beekman Town Board, Dutchess County, State of New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a regular meeting of the Town Board of the Town of Beekman, held on the 1<sup>st</sup> day June, 2022 and that the Resolution set forth herein is a true and correct copy of the of the Town Board of said Town adopted at said meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Town, this 2nd day of June, 2022.



  
LAUREEN ABBATANTUONO  
TOWN CLERK

**CONTRACT BETWEEN**  
**HOGAN AND ROSSI**  
**AND**  
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**FIFTEENTH:** This Agreement shall not be enforceable until signed by all parties.


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

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

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TOWN OF BEEKMAN

By:

  
Mary Covucci, Supervisor

HOGAN AND ROSSI

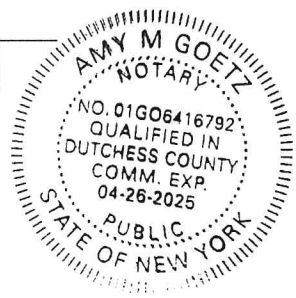
By:

  
Michael T. Liguori, Partner

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

On the 2nd day of June in the year 2022 before me, the undersigned personally appeared Mary Covucci, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same; in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Amy Bete  
Notary Public



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

On the 27 day of May in the year 2022 before me, the undersigned personally appeared Michael T. Liguori, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same; in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Adriana Greco  
Notary Public

ADRIANA GRECO  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01GR6268429  
Qualified in Queens County  
Commission Expires September 10, 2024

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**Introduced: COUNCILMAN STIEGLER**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

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

Dated: June 1, 2022

**CERTIFICATION**

I, LAUREEN ABBATANTUONO, the duly qualified and acting Clerk for the Town of Beekman Town Board, Dutchess County, State of New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a regular meeting of the Town Board of the Town of Beekman, held on the 1<sup>st</sup> day June, 2022 and that the Resolution set forth herein is a true and correct copy of the of the Town Board of said Town adopted at said meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Town, this 2nd day of June, 2022.



  
LAUREEN ABBATANTUONO  
TOWN CLERK